

## AGENDA

### TUSAYAN TOWN COUNCIL REGULAR MEETING

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

Wednesday, May 15, 2013 at 6:00pm

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, May 15, 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 the Town Manager at (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  
VICE MAYOR AL MONTOYA

COUNCILMEMBER BILL FITZGERALD  
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. CEREMONIAL AND/OR INFORMATIONAL MATTERS

- A. Mayor's Proclamation of May 18, 2013 as Trevor Hartigan Day in the Town of Tusayan
- B. Presentation on Proposed Marketing Efforts by Tusayan Chamber of Commerce & Visitor's Bureau

**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 the Town Council Meeting on 5/1/13

B. Accounts Payable Billings

**6. COMMITTEE REPORTS**

**7. ACTION ITEMS**

A. Consideration, discussion, and possible approval of Temporary Liquor License for the Chamber of Commerce Fundraiser – 4<sup>th</sup> of July Celebration and Community Event

B. Consideration, discussion, and possible approval of the annual renewal of the Intergovernmental Agreement (IGA) with Williams Justice Court for Court Services

C. Consideration, discussion, and possible approval of Resolution No. 2013-06 approving participation of the Town of Tusayan in the National Flood Insurance Program

D. Consideration, discussion, and possible approval of Ordinance No. 2013-01 pertaining to the National Flood Insurance Program

E. Consideration, discussion, and possible approval of Contingency Transfers and Budget Adjustments to reconcile Fiscal Year 2012/2013

**8. DISCUSSION ITEMS**

A. Results of the General Plan Town Hall Workshop held on 3/25/13

**9. TOWN MANAGER'S REPORT**

**10. FUTURE AGENDA ITEMS**

**11. COUNCIL MEMBERS' REPORTS**

**12. MAYOR'S REPORT**

A. Update on status of the Wate Uranium Mine Application

B. Other updates

**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 May, 2013, at \_\_\_\_\_ pm in accordance with the statement filed by the Tusayan Town Council.

\_\_\_\_\_  
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, May 1, 2013 at 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 6:04pm and the Pledge of Allegiance was recited.

### **2. ROLL CALL**

**MAYOR GREG BRYAN**

**VICE MAYOR AL MONTOYA - excused**

**COUNCILMEMBER BILL FITZGERALD**

**COUNCILMEMBER JOHN RUETER**

**COUNCILMEMBER CRAIG SANDERSON**

Also present were:

Tami Ryall, Interim Town Manager

Irina Ermakova, Town Bookkeeper

Melissa Malone, Town Clerk

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

None

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

#### **A. Presentation from candidate for Town Manager position with question and answer period**

Will Wright gave a brief overview of his personal and professional history. He also gave a presentation on interview questions given to him previously by the Council.

### **5. CONSENT AGENDA**

#### **A. Minutes of Town Council Meeting on 4/17/13**

#### **B. Accounts Payable Billings**

Councilmember Sanderson made a motion to approve the Consent Agenda. Councilmember Rueter seconded the motion. Mayor Bryan recused himself from one item in the Accounts Payable Billings which was a payment to the Squire Inn where he is employed. The motion passed on unanimous vote.

### **6. COMMITTEE REPORTS**

None

## 7. ACTION ITEMS

### A. Consideration, discussion, and possible action on joining the Coconino Plateau Water Advisory Council (CPWAC) and participation in the North Central Arizona Water Feasibility Study

Mayor Bryan reviewed the presentation CPWAC made in a previous Council meeting where the United States Bureau of Reclamation requested Tusayan's participation in the North Central Arizona Water Feasibility Study (NCAWFS). He stated that he and Councilmember Fitzgerald attended a retreat last week which covered the same topics. The cost to the Town of Tusayan at this time would be approximately \$300,000. Grand Canyon National Park also has renewed interest in the Study. He also covered the possibility of joining CPWAC.

Councilmember Fitzgerald echoed Mayor Bryan's report and restated the request of NCAWFS to help fund the project.

Councilmember Rueter supported joining CPWAC but questioned supporting the NCAWFS since Grand Canyon National Park is not yet participating and since, at this point, water withdrawal from Lake Powell is not allowed.

Councilmember Sanderson stated that participation by the National Park Service would be critical to bringing water to Tusayan via the methods proposed by NCAWFS.

Mayor Bryan made a motion to join CPWAC for the fiscal year 2013/2014 with a contribution of \$5,000. Councilmember Rueter seconded the motion and it passed on unanimous vote.

### B. Consideration, discussion, and possible approval of Annual Assessment for Northern Arizona Council of Governments (NACOG)

Manager Ryall presented information about the fee structure for NACOG.

Councilmember Rueter made a motion to approve the annual assessment of \$546 for membership in NACOG. Councilmember Sanderson seconded the motion and it passed on unanimous vote.

### C. Consideration, discussion, and possible approval of Resolution 2013-05 establishing an Electronic Communications Reimbursement Policy

Manager Ryall introduced Resolution 2013-05 and stated that it was the result of the discussions in the last budget discussion.

Mayor Bryan made a motion to approve Resolution 2013-05. Councilmember Sanderson seconded the motion and it passed on unanimous vote.

### D. Consideration, discussion, and possible action on Council Chamber Technology Needs

Manager Ryall presented a general pricing list from an audio visual equipment company showing equipment the Council has requested to purchase for the

Council Chambers. She also stated that this company is on the State Bid List so state pricing will apply.

Councilmember Fitzgerald made a motion to direct the Town Manager to make a purchase of audio-visual equipment. Councilmember Sanderson seconded the motion. After discussion, Councilmember Fitzgerald amended his motion to put a maximum of \$48,000 on the purchase. Councilmember Sanderson agreed to the amendment. The amended motion passed on unanimous vote.

The Council took a break from 7:24pm to 7:30pm.

## **8. DISCUSSION ITEMS**

### **A. Discussion of possible addition of a maintenance position**

Councilmember Rueter stated his desire to create a maintenance position for the Town to maintain the landscaping along Highway 64, bus stops, trails, sidewalks, Town Hall, employee housing units, snow-plowing, and trash pickup. He stated that the Town Manager should determine if it would be a part-time or full-time position.

Councilmember Sanderson supports the position being part-time and asked for clarification on the use of Highway Urban Revenue Fund (HURF) funds with regard to blending funding for a single position. Councilmember Rueter requested information about saving HURF funds from 1 year to another for later use. Manager Ryall will research both topics.

Councilmember Fitzgerald brought up issues of housing, benefits, vehicle, tools, storage, job description, etc.

### **B. Budget Workshop and Discussion for Fiscal Year 2013/2014**

Manager Ryall introduced the topic and suggested the Municipal Code Workshop scheduled for May 14, 2013 be postponed and a Budget Workshop be scheduled in its place to cover non-finalized items. She covered the following and the associated changes were made:

- Streets Fund
  - Add \$20,000 under Bus Stop Maintenance
- Facilities and Grounds
  - The Council directed Manager Ryall to purchase appropriate insurance for Town Hall and both employee housing units in this fiscal year and continue it through future years.
- Capital Improvement Projects
  - Additional discussion will occur in the May 14 workshop
- Planning & Studies
  - Add \$20,000 in 2013-2014 and 2014-2015
- Development & Permits
  - Manager Ryall and the Council had a discussion about possibly subsidizing permitting charges to the public. The Council decided the Town will take over permitting fee collection and decided to conduct a study on cost recovery and fee schedules starting July

1, 2013 to include a comparison of costs to Williams, Coconino County, and a third community.

The Council discussed possibilities of budgeting funds to subsidize the Tusayan Fire District to cover the costs of additional staff.

Councilmember Rueter reported on the Park Committee meeting last week. The committee will consist of 2 Councilmembers, the Town Manager, 2 School Board Members and the School Superintendent. Councilmember Sanderson requested the fencing around the sports court this fiscal year to address safety concerns. Manager Ryall will provide additional information and costs in the May 14<sup>th</sup> workshop.

Mayor Bryan asked if there was direction from the Committee on the purchase of playground equipment with the donation of \$25,000 from the Squire Inn. Councilmembers Rueter and Sanderson and Manager Ryall suggested that the Squire Inn proceed with making the choice and the purchase.

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

Manager Ryall covered her report and Future Agenda Items:

- Community Development Block Grant application
  - Deadline postponed due to the Federal Sequester
  - Handicap parking signs for Town Hall and the park have arrived
- Fencing is being installed at the employee housing unit
- Manager Ryall will present the General Plan Town Hall Summary in the Council Meeting on May 15
- Conditional Use Permit (CUP) documents from the County can now leave the building for copying or a person can use a scanner in the building. The priority for the project is Active CUPs.
- May 15 – add a presentation on Marketing Efforts by the Chamber of Commerce
- May 14 will be a Budget Workshop and the budget Agenda Item for May 15 will be removed
- May 15 – Intergovernmental Agreement renewal with Williams Justice Court
- May 15 - Temporary Liquor License for July 4<sup>th</sup> for Chamber of Commerce
- May 15 - Report on the uranium mining application
- Executive Session May 7<sup>th</sup> at 5pm to discuss the Town Manager Candidate

## **10. FUTURE AGENDA ITEMS**

Covered above

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

Councilmember Rueter noted that Williams is in the process of developing its General Plan and had a low turn-out for the meeting. He complimented Manager Ryall and Richard Turner on their work and especially getting public participation in Tusayan.

Councilmember Fitzgerald attended a National Forest Service presentation 2 weeks ago regarding burning and thinning projects. Crews may thin and chip the wood and then take it to a pulping facility in Winslow.

Councilmember Sanderson noted that there is an error on the meeting schedule. The meeting scheduled on August 5<sup>th</sup> should be August 6<sup>th</sup>.

**12. MAYOR'S REPORT**

Mayor Bryan gave a report on the Wate Uranium mine application. There is considerable opposition and concern regarding the operation. There are issues with access, dust, resources, etc. The Council agreed to a letter of opposition that the Mayor will prepare.

**13. MOTION TO ADJOURN**

Councilmember Rueter made a motion to adjourn the meeting at 10:11pm. Councilmember Fitzgerald 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 May 1, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 9<sup>th</sup> day of May, 2013.

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

ITEM NO. 7A

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 N. Washington Street, 5th Floor  
Phoenix, AZ 85007-2934



## APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 (events only)  
A service fee of \$25.00 will be charged for all checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE RECEIVED BY THE DEPARTMENT FOR IT WILL BE RETURNED.**  
PLEASE ALLOW 48 BUSINESS HOURS FOR PROCESSING.

**\*\*Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**



1. Name of Organization: Grand Canyon Chamber & Visitors Bureau

2. Non-Profit/I.R.S. Tax Exempt Number: 86-044-8247

3. The organization is a: (check one box only)  
 Charitable     Fraternal (must have regular membership and in existence for over 5 years)  
 Civic     Religious     Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event?  on-site consumption     off-site consumption (auction)     both  
Chamber of Commerce - Fundraiser - 4th of July Celebration & Community Event

5. Location of the event: 313 State Route 64  
Address of physical location (Not P.O. Box)    City    County    Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Bustillos Josie F 2-19-1958  
Last    First    Middle    Date of Birth

7. Applicant's Mailing Address: P.O. Box 3007 Grand Canyon AZ 86023  
Street    City    State    Zip

8. Phone Numbers: (928) 638-2414 (928) 638-2901 (928) 890-4001  
Site Owner #    Applicant's Business #    Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

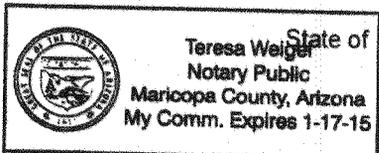
	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>7/04/2013</u>	<u>Thursday</u>	<u>11:00 AM</u>	<u>7:00 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

\*Disabled individuals requiring special accommodations, please call (602) 542-9027

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Josie Bustillas declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x Josie Bustillas (Signature) Director (Title/Position) 4/12/12 (Date) (928) 890-4001 (Phone #)



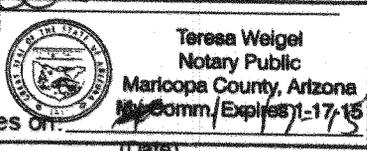
Arizona State of Coconino County of  
The foregoing instrument was acknowledged before me this 25 Day April Month 2013 Year

My Commission expires on: 1-17-15 (Date) Teresa Weigel (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Josie Bustillas declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

x Josie Bustillas (Signature) State of Arizona County of Coconino  
The foregoing instrument was acknowledged before me this 25 Day April Month 2013 Year



My commission expires on: 1-17-15 (Date) Teresa Weigel (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) hereby recommend this special event application on behalf of \_\_\_\_\_ (City, Town or County) \_\_\_\_\_ (Signature of OFFICIAL) \_\_\_\_\_ (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
\_\_\_\_\_  
(Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title) \_\_\_\_\_ (Date)

- 10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)
- 11. This organization has been issued a special event license for 1 days this year, including this event  
(not to exceed 10 days per year).
- 12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.**

Name GRAND CANYON CHAMBER & VISITORS BUREAU 100%  
Percentage

Address P.O. BOX 3007 GRAND CANYON, AZ 86023

Name \_\_\_\_\_ Percentage \_\_\_\_\_

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

     # Police  Fencing  
3-4 # Security personnel  Barriers

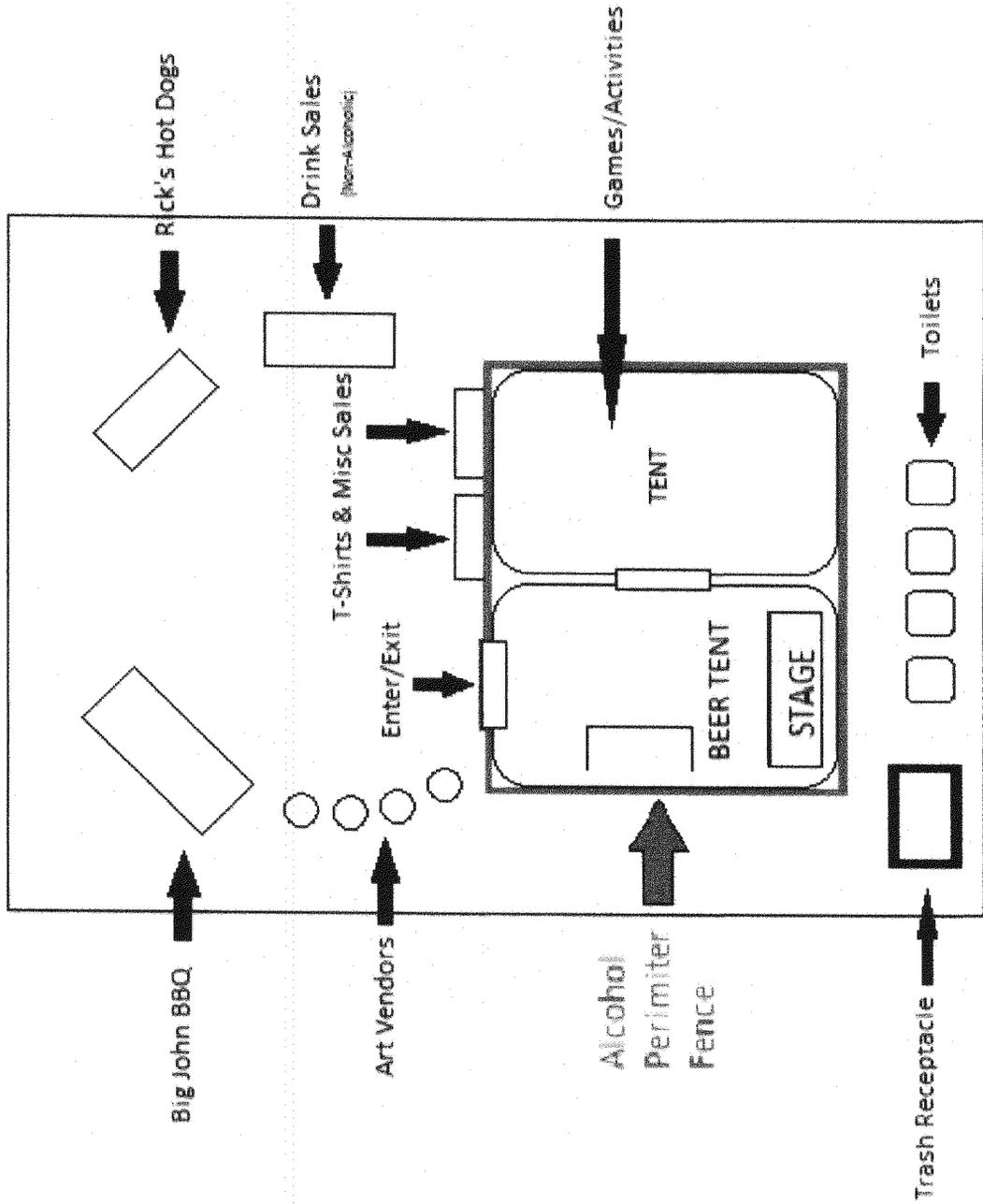
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO  
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) Phone Number

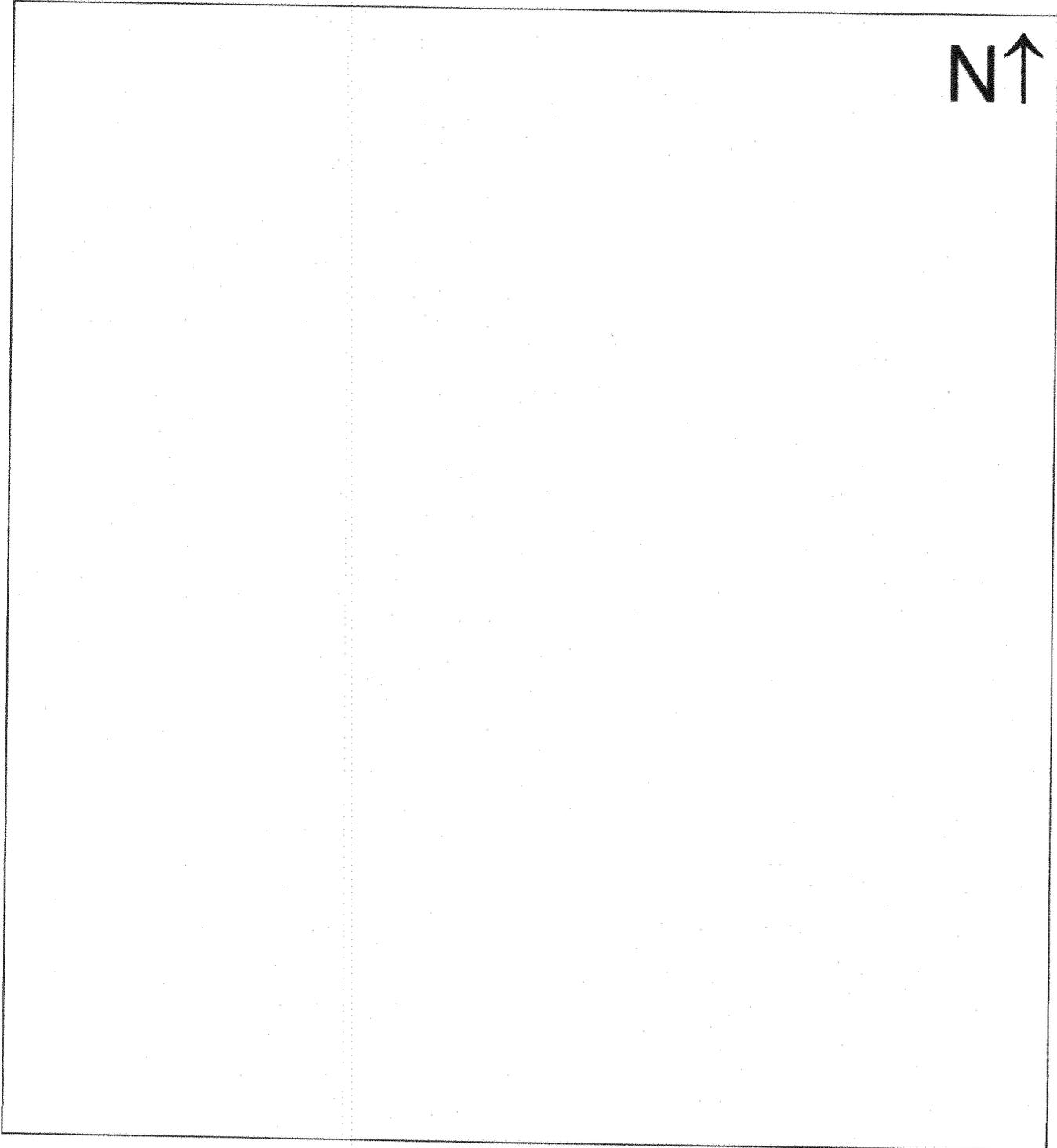
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

Ada



**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**ITEM NO. 7B**

**INTERGOVERNMENTAL AGREEMENT  
BY AND AMONG  
COCONINO COUNTY,  
JUSTICE OF THE PEACE,  
AND  
TOWN OF TUSAYAN  
FOR  
WILLIAMS JUSTICE COURT SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and among Coconino County, a political subdivision of the State of Arizona (hereinafter "County"), the Williams Precinct Justice of the Peace, and the Town of Tusayan, an incorporated town in the State of Arizona (hereinafter "Town").

**WHEREAS**, the County owns and operates the Williams Justice Court facility located in Williams Arizona and is authorized to enter into intergovernmental agreements pursuant to A.R.S. 11-951 et seq.;

**WHEREAS**, the Justice of the Peace of the Williams Precinct of Coconino County is a duly elected Justice of the Peace with authority to enter into intergovernmental agreements with cities and towns within the jurisdiction of the precinct for purposes of providing municipal court services where the municipality has not established a municipal court;

**WHEREAS**, the Town of Tusayan is a duly incorporated town in the State of Arizona with an obligation to establish a municipal court pursuant to A.R.S. 22-402 and with authority to enter into an intergovernmental agreement for municipal court services in lieu of establishing or maintaining a municipal court pursuant to A.R.S. 22-402C and A.R.S. 11-951 et seq.

**WHEREAS**, the Town of Tusayan has not yet established a municipal court and is in need of temporary municipal court services from the justice court precinct in whose jurisdiction the Town is situated.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the parties agree as follows:

**1. Term.**

- A. The initial term of this Agreement shall be from July 1, 2013 through June 30, 2018 (Fiscal Year 2014 through Fiscal Year 2018). The Agreement may be renewed for two additional one year terms upon mutual agreement of the parties.
- B. This Agreement may be terminated earlier than the ending date of the initial term or any renewal term by any one of the parties upon thirty (30) days' written notice to the other parties.

## **2. Funding**

- A. As compensation for court services provided to the Town of Tusayan, any fines imposed and collected by the Williams Justice Court shall be retained by Coconino County.
- B. Subject to the availability of funds, the County agrees to appropriate in its annual budget sufficient funds to cover the additional operating expenses of providing municipal court services to the Town of Tusayan.

## **3. Special Obligations**

### **A. Town of Tusayan**

- 1. The Town will provide the Williams Justice of the Peace with a copy of all Town ordinances having criminal penalties.
- 2. The Town will hire or contract for its own enforcement officer to issue citations for violations of Town ordinances with criminal penalties. Such citations shall be written under the jurisdiction of the Williams Justice Court during the term of this Agreement.
- 3. The Tusayan Town prosecutor will prosecute misdemeanors occurring within the Town limits

### **B. Justice of the Peace, Williams Precinct**

- 1. The Justice of the Peace shall preside over, adjudicate or dispose of all citations issued for criminal violations of ordinances enacted by the Town of Tusayan.
- 2. The Williams Justice Court will provide the necessary personnel, administration, supervision, resources, furniture, fixtures and office equipment as it deems appropriate to carry out the purposes of the operating a municipal court.
- 3. The Williams Justice Court will maintain separate records/data base of all Town ordinance violations brought before it, consistent with the Court's case management system and filing system. Proceedings of Town violations will be digitally recorded in the same manner as other Justice Court proceedings.
- 4. Nothing in this Agreement shall affect the jurisdiction of the Williams Justice Court as set forth in Arizona Revised Statutes title 22, Ch. 3, or the Court's concurrent jurisdiction over violations of state laws committed within the limits of the Town of Tusayan.
- 5. Court services provided by the Justice Court will not include adjudication of Town ordinances with civil penalties. The Town anticipates appointing a hearing officer to resolve Town ordinance violations with civil penalties.

### **C. Coconino County**

- 1. The County will allow the use of the facility known as the Williams Justice Court building for the court services which are the subject of this Agreement.

2. The County will provide the same level of maintenance and liability/casualty insurance as are provided for justice court operations.
3. This Agreement does not include prosecutorial services by the County Attorney's office.
4. Except as provided below, the Coconino County Sheriff's Office will issue citations for violations of Town ordinances with criminal penalties and appear in court when required.
5. The Coconino County Attorney's office will prosecute felonies occurring within the Town limits.

#### **4. Disposition of Property**

Upon termination of this Agreement, any property purchased by any one of the parties for purposes of carrying out its obligations under this Agreement shall be returned to the party that purchased the property.

#### **5. Insurance**

The Town of Tusayan and the County (for itself and the Justice Court) shall maintain in force and effect during the term of this Agreement commercial general liability no less than One Million Dollars (\$1,000,000) per occurrence and property insurance in an amount sufficient to cover any property used by any of the parties to fulfill their obligations under this Agreement.

#### **6. Mutual Indemnification**

Except as provided below and to the extent permitted by law, each party to this Agreement (as "Indemnitor") agrees, to defend, indemnify, and hold harmless the other parties, and such party's officers, officials, employees, agents, and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom the Indemnitor may be legally liable, in the performance of this Agreement.

Notwithstanding the mutual indemnification provisions above, the Town agrees to defend, indemnify, and hold harmless Coconino County, the Coconino County Sheriff, and their officers, employees, agents and directors, when any County officer, employee, agent or director is acting in the capacity of an agent of the Town when enforcing Town ordinances. The Town's indemnification under this paragraph shall apply to any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom the Indemnitor may be legally liable, in the performance of this Agreement.

## **7. Notices**

All notices or demands required to be given pursuant to this Agreement shall be given to the other parties in writing, delivered by hand or U.S. Mail, at the address given below. Notices shall be deemed received on the date delivered, if delivered by hand, and on the date of mailing if mailed.

Coconino County:

County Manager  
Coconino County  
219 E. Cherry Ave  
Flagstaff AZ 86001

Williams Justice Court:

Judge Robert Krombeen  
Williams Justice Court  
700 W. Railroad Ave  
Williams AZ 86046

Town of Tusayan:

Town Manager  
Town of Tusayan  
P.O. Box 709  
Tusayan AZ 86023

## **8. Cancellation for Conflict of Interest**

Pursuant to the provisions of A.R.S. §38-511, a party may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the party is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

## **9. Non-discrimination**

The parties shall comply with the provisions of Arizona Executive Order 2009-09, which is incorporated into this Agreement by reference as if fully set forth herein.

## **10. Workers Compensation**

Pursuant to A.R.S. §23-1022E, employees of each of the parties are deemed to be employees of the public agencies who are parties to this Agreement for purposes of workers' compensation. A notice to this effect, as required by A.R.S. §23-1022E, shall be posted by each of the parties in their principal office or human resource office.

## **11. Amendments**

This Agreement may be modified or amended only by mutual written consent of the parties, with approval by the Town Council, County Board of Supervisors, and the Williams Justice of the Peace, and their respective legal counsel.

## 12. Entire Agreement

This Agreement constitutes the entire agreement of the parties. This Agreement terminates and supersedes all prior understandings, agreements, and administrative orders of the Williams Justice Court on the subject matter hereof.

## 13. Immigration Law Compliance

- A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
- B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.
- D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.
- E. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.
- G. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

**IN WITNESS WHEREOF**, the governing bodies of the Town of Tusayan and Coconino County, and the Williams Justice of the Peace have approved and executed this Intergovernmental Agreement as of the day and year first above written.

**COCONINO COUNTY:**

**TOWN OF TUSAYAN:**

By: \_\_\_\_\_  
Elizabeth Archuleta, Chair

By: \_\_\_\_\_  
Greg Bryan, Mayor

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Town Clerk

Approved as to form and found to be within the power and authority of each respective governing body by its undersigned legal counsel:

\_\_\_\_\_  
Deputy County Attorney  
Attorney for Coconino County and  
Williams Justice of the Peace

\_\_\_\_\_  
Town Attorney

ITEM NO. 7C



# Joining the National Flood Insurance Program

FEMA 496

May 2005



FEMA

# Joining the National Flood Insurance Program

The National Flood Insurance Program (NFIP) was established with the passage of the National Flood Insurance Act of 1968. The NFIP is a Federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages. Over 20,000 communities participate in the Program.

The decision on whether to join the NFIP is very important for a community. There is no Federal law that requires a community to join the Program and community participation is voluntary. A benefit of participation is that your citizens are provided the opportunity to purchase flood insurance to protect themselves from flood losses. Another consideration is that a community that has been identified by the Department of Homeland Security's Federal Emergency Management Agency (FEMA) as being flood-prone and has not joined the NFIP within one year of being notified of being mapped as flood-prone will be sanctioned. This means that Federal agencies cannot provide financial assistance for buildings in flood hazards areas.

FEMA is required by law to identify and map the Nation's flood-prone areas. The identification of flood hazards serves many important purposes. Identifying flood hazards creates an awareness of the hazard, especially for those who live and work in flood-prone areas. Maps provide States and communities with the information needed for land use planning and to reduce flood risk to floodplain development and implement other health and safety requirements through codes and regulations. States and communities can also use the information for emergency management.

To participate in the NFIP, a community must adopt and enforce floodplain management regulations that meet or exceed the minimum requirements of the Program. These requirements are intended to prevent loss of life and property and reduce taxpayer costs for disaster relief, as well as minimize economic and social hardships that result from flooding.

When FEMA provides a community with a flood hazard map, the community should carefully review these maps and determine whether flood insurance and floodplain management would benefit the community and its citizens.

In making the decision whether to join the NFIP, communities need to keep in mind that homeowners' insurance policies generally do not cover flood losses, and many homeowners and other property owners are often unaware that their property is flood-prone. Even if your community has not been identified as flood-prone by FEMA, your community can still join the NFIP. By participating in the NFIP, property owners throughout the community will be able to purchase flood insurance.

Communities that have been identified as flood-prone by FEMA need to keep in mind that property owners in a non-participating community are ineligible for most forms of disaster assistance within the identified flood hazard areas. This does not affect communities that have not had flood hazards identified by FEMA.

## What must a community do to join the NFIP?

To join the Program, the community must submit an application package that includes the following information:

- **Application For Participation in the National Flood Insurance Program (FEMA Form 81-64):**  
This one-page form asks for the following information:
  - Community name
  - Chief Executive Officer
  - Person responsible for administering the community's floodplain management program
  - Community repository for public inspection of flood maps
  - Estimates of land area, population, and number of structures in and outside the floodplain
- **Resolution of Intent:** The community must adopt a resolution of intent, which indicates an explicit desire to participate in the NFIP and commitment to recognize flood hazards and carry out the objectives of the Program.

## IMPORTANT FACTS YOU SHOULD KNOW

Floods are the most common and most costly natural disaster in the United States.

Before most forms of Federal disaster assistance can be offered, the President must declare a major disaster.

Flood insurance claims are paid whether or not a disaster has been Presidentially declared.

The most common form of Federal disaster assistance is a loan, which must be paid back with interest.

There are about 4.7 million flood insurance policies in force in more than 20,000 communities across the U.S.

Over the life of a 30-year mortgage, there is a 26-percent (or 1 in 4) chance that a building in a floodplain will experience a flood that will equal or exceed the 1-percent-chance flood (100-year flood).

Since 1969, the NFIP has paid over \$14 billion in flood insurance claims that have helped hundreds of thousands of families recover from flood disasters.

Approximately 25% of all claims paid by the NFIP are for policies outside of the mapped floodplain.

## CAN YOUR COMMUNITY AFFORD NOT TO PARTICIPATE?

- **Floodplain Management Regulations:** The community must adopt and submit floodplain management regulations that meet or exceed the minimum flood plain management requirements of the NFIP.

Please contact your FEMA Regional Office or the NFIP State Coordinating Agency for information about joining the Program. These offices will provide an application, sample resolution, and a model floodplain management ordinance. (See "For Assistance" on the back page for contact information)

### What are the requirements that a community must adopt?

The NFIP requirements are designed to ensure that new buildings and substantially improved existing buildings in flood-prone areas are protected from flood damages. The minimum NFIP floodplain management requirements that a community must adopt are located in **Title 44 of the Code of Federal Regulations (44 CFR) section 60.3**. The specific requirements that a community must adopt depend on the type of flood hazard data that is provided to the community by FEMA.

In addition to meeting the requirements of the NFIP, a community's floodplain management regulations must be legally enforceable. This means that the regulations must meet applicable provisions of State enabling laws, which authorize communities to enact and enforce floodplain management regulations and be adopted through a process that meets applicable State and local due process procedures.

State authority for floodplain management varies from State to State. Some States require that communities regulate floodplains to a higher standard than the minimum NFIP requirements for certain aspects of floodplain management. Some States have a requirement that communities must submit their floodplain management regulations to the State for approval. Communities should contact the State NFIP Coordinating Agency for assistance on specific State requirements that must also be met.

As indicated above, the FEMA Regional Office or the NFIP State Coordinating Agency can provide the community with a model floodplain management ordinance and guidance on the specific requirements the community will need to adopt.

### What type of regulations can a community adopt?

Community floodplain management regulations are usually found in the following types of regulations: zoning ordinances, building codes, subdivision ordinance, sanitary regulations, and "stand alone" floodplain management ordinances. How your community approaches floodplain management depends on State laws and regulations and also how your community chooses to manage its flood hazards.

### What happens if a community is identified as flood-prone, but does not join the NFIP?

The following sanctions apply if a community does not qualify for participation in the NFIP within one year of being identified as flood-prone by FEMA. Non-participating communities that have not been identified as flood-prone by FEMA are not subject to these sanctions.

- Property owners will not be able to purchase NFIP flood insurance policies and existing policies will not be renewed.
- Federal grants or loans for development will not be available in identified flood hazard areas under programs administered by Federal agencies such as the Department of Housing and Urban Development, Environmental Protection Agency, and Small Business Administration.
- Federal disaster assistance for flood damage will not be provided to repair insurable buildings located in identified flood hazard areas.
- Federal mortgage insurance or loan guarantees, such as those written by the Federal Housing Administration and the Department of Veteran Affairs, will not be provided in identified flood hazard areas.
- Federally insured or regulated lending institutions, such as banks and credit unions, are allowed to make conventional loans for insurable buildings in flood hazard areas of nonparticipating communities. However, the lender must notify applicants that the property is in a flood hazard area and that the property is not eligible for Federal disaster assistance. Some lenders may voluntarily choose not to make these loans.

**RESOLUTION NO. 2013-06**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF TUSAYAN, COCONINO COUNTY, ARIZONA APPROVING PARTICIPATION OF THE TOWN OF TUSAYAN IN THE NATIONAL FLOOD INSURANCE PROGRAM

**WHEREAS**, certain areas of the Town of Tusayan, are subject to periodic flooding or flood-related erosion, that may cause serious damage to properties within these areas; and

**WHEREAS**, relief is available in the form of Federally sponsored flood insurance as authorized by the National Flood Insurance Act of 1968; and

**WHEREAS**, it is the intent of this Council to require the recognition and evaluation of flood or flood-related erosion hazards in all official actions relating to land use in areas having these hazards; and

**WHEREAS**, this body has the legal authority to adopt land use and control measures to reduce future flood losses,

**NOW, THEREFORE, IT IS RESOLVED**, that the Mayor and Council of the Town of Tusayan, Coconino County, Arizona hereby:

1. Assures the Federal Flood Insurance Administration that it will enact as necessary and maintain in force in those areas having flood or flood-relating erosion hazards, adequate land use and control measures with effective enforcement provisions consistent with the Criteria set forth in Section 60 of the National Flood Insurance Program Regulations; and
2. Vests the Flood Control District of Coconino County with the responsibility, authority, and means to:
  - a. Assist the Administrator, at his request, in his delineation of the limits of the area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards.
  - b. Provide such information as the Administrator may request concerning present uses and occupancy of the flood plain, mudslide (i.e., mudflow), or flood-related erosion areas.
  - c. Cooperate with Federal, State, and local agencies and private firms which undertake to study, survey, map, and identify flood plain, mudslide (i.e., mudflow), or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining flood plain, mudslide (i.e.,

- mudflow), and/or flood-related erosion areas in order to present aggravation of existing hazards.
- d. Submit on the anniversary date of the community's initial eligibility an annual report to the Administrator on the progress made during the past year within the community in the development and implementation of flood plain management measures.
  - e. Upon occurrence, notify the Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce flood plain management regulations for a particular area. In order that all Flood Hazard Boundary Maps and Flood Insurance Rate maps accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished flood plain management regulatory authority.
3. Appoints the Town Manager to maintain for public inspection and to furnish upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map, any certificates of flood-proofing, and information on the elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been flood-proofed, the elevation (in relation to mean sea level) to which the structure was flood-proofed;
  4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the program

**PASSED AND ADOPTED BY** the Mayor and Council of the Town of Tusayan, Arizona, this 15<sup>th</sup> day of May, 2013.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William Sims, Town Attorney

**ITEM NO. 7D**

**TOWN OF TUSAYAN, ARIZONA  
ORDINANCE 2013-01**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF TUSAYAN, COCONINO COUNTY, ARIZONA, PERTAINING TO THE NATIONAL FLOOD INSURANCE PROGRAM, ADOPTING BY REFERENCE REVISED FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS, AND FLOODPLAIN MANAGEMENT REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.**

**WHEREAS**, the Town of Tusayan, Arizona is joining the National Flood Insurance Program (NFIP) as a separate community; and,

**WHEREAS**, the Town of Tusayan, under the National Flood Insurance Program, is the entity responsible for floodplain administration within the Town; and,

**WHEREAS**, the continued participation in the National Flood Insurance Program is in the best interest of the citizens of Tusayan; and,

**WHEREAS**, the Federal Emergency Management Agency published a Flood Insurance Study on September 3, 2010, and Flood Insurance Rate Map on September 3, 2010, for the Town of Tusayan; and,

**WHEREAS**, each community that participates in the National Flood Insurance Program is required to adopt floodplain management regulations consistent with Federal criteria; and,

**WHEREAS**, the Town of Tusayan has delegated the responsibility of floodplain management to the Flood Control District of Coconino County as provided for in ARS 48-3610; and,

**WHEREAS**, the Flood Control District of Coconino County has adopted Floodplain Regulations that meet the requirements of the National Flood Insurance Program; and

**WHEREAS**, those certain documents entitled "Flood Insurance Study for Coconino County" effective September 3, 2010 and Flood Insurance Rate Maps effective September 3, 2010 and "Floodplain Management Regulations for Coconino County" effective August 1981 and all subsequent amendments and/or revisions are hereby designated as public records.

**NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Tusayan, Arizona, as follows:**

**Section 1.** The Town of Tusayan continues to delegate the responsibility of floodplain management to the Flood Control District of Coconino County as provided for in ARS 48-3610. The Town Manager is designated as the National Flood Insurance Program Floodplain Administrator for the Town and is responsible for coordinating with the Flood Control District of Coconino County and will serve as the community point of contact on National Flood Insurance Program issues for County, State and Federal officials.

**Section 2.** Those public records entitled "Flood Insurance Study (FIS) for Coconino County" effective September 3, 2010 with accompanying Flood Insurance Rate Maps (FIRMs) effective September 3, and all subsequent amendments and/or revisions, three copies of which shall be kept on file in the office of the Town Clerk, are hereby adopted by reference, as the basis for establishing the special flood hazard areas for floodplain management in the Town of Tusayan. The special flood hazard areas documented in the Flood Insurance Study and Flood Insurance Rate Maps are the minimum area of applicability of the floodplain management regulations and may be supplemented by studies for other areas as allowed in the regulations.

**Section 3.** That public record designated as the "Floodplain Management Regulations for Coconino County" effective August 1981, and all subsequent amendments and/or revisions, three copies of which shall be kept on file in the office of the Town Clerk, is hereby adopted as the legal basis for implementing floodplain management in this community.

**Section 4.** Repeal of conflicting ordinances. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 5.** Severability. If any portion of this ordinance is determined by a court of competent jurisdiction to be invalid, all remaining portions of this ordinance shall remain in full force and effect.

**Section 6.** Abatement of violations shall be per "Floodplain Management Regulations for Coconino County" effective August 1981, and all subsequent amendments and/or revisions.

**PASSED, ADOPTED AND APPROVED** by the Mayor and Council of the Town of Tusayan, Coconino County, Arizona, this 15<sup>th</sup> day of May, 2013.

APPROVED:

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

Date: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Melissa Malone, Town Clerk

Approved as to form:

\_\_\_\_\_  
William J. Sims III, Town Attorney

ITEM NO. 7E

# TOWN OF TUSAYAN at the entrance to Grand Canyon National Park

**Contingency Transfer**

**FY 12-13**

Date May, 15th 2013

ACCT #	Account Name	Budget		
		Original	Transfer From Contingency	Contingency Balance
21-1000	Contingency	\$150,000	\$0	\$150,000
	Purchase of Fire Truck for Tusayan Fire Department	\$0	\$35,000	\$115,000
	Drainage Study/ Model Update (CIP008)	\$0	\$40,000	\$75,000
	Council Chambers Equipment	\$0	\$50,000	\$25,000

# TOWN OF TUSAYAN at the entrance to Grand Canyon National Park

**Budget Adjustment Form**

**FY 12-13**

Date May, 15th 2013

ACCT #	Account Name	Budget		VAR
		Original	Final	
<b>Department: Manager &amp; Clerk</b>				
12-4445	Town Clerk Compensation	\$60,000	\$70,000	(\$10,000)
12-4360	Marketing/Promotional Supplies	\$100,000	\$90,000	\$10,000
<b>Department: Legal Services</b>				
13-4420	General Council	\$84,000	\$79,000	\$5,000
13-4421	Special Council	\$5,000	\$10,000	(\$5,000)
<b>Department: Parks &amp; Recreation</b>				
19-4701	Park Development	\$275,000	\$300,000	(\$25,000)
19-7040	Vehicles	\$25,000	\$0	\$25,000
<b>Department: Development &amp; Permits</b>				
16-4412	Building Permit Services	\$50,000	\$15,000	\$35,000
16-4416	Fees Analysis	\$0	\$35,000	(\$35,000)