

## AGENDA

### TUSAYAN TOWN COUNCIL REGULAR MEETING

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

Wednesday, July 23, 2014 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, July 23, 2014 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. Presentation from J2 Engineering on Town Flood Study

#### 5. CONSENT AGENDA

*Items on the consent agenda are routine in nature and will be acted on with one motion and one vote. 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 Regular Meeting on 6/25/14

B. Accounts Payable Billings

**6. COMMITTEE REPORTS**

- A. Update on the Community Park Committee
- B. Update on the Planning and Zoning Commission

**7. INTERVIEW OF JOHN SCHOPPMANN, APPLICANT FOR PLANNING AND ZONING COMMISSION**

**8. ACTION ITEMS**

- A. Consideration, discussion, and possible appointment of John Schoppmann as Planning and Zoning Commissioner
- B. Consideration, discussion, and possible approval of Contract with Woodson Engineering for Town Engineering Services
- C. Consideration, discussion, and possible approval of Proposal with Woodson Engineering for Engineering Services for Community Park
- D. Consideration, discussion, and possible approval of Proposal from Willdan Engineering or Woodson Engineering to Create Subdivision Regulations
- E. Consideration, discussion, and possible approval of Proposal from Willdan Engineering to Update Zoning Code to incorporate General Plan
- F. Consideration, discussion, and possible approval of Contract with Willdan for Town Planning and Building Services
- G. Consideration, discussion, and possible approval of Intergovernmental Agreement with Coconino County for Town Animal Control Services

**9. DISCUSSION ITEMS**

- A. Update on landscaping along ADOT improvements
- B. Update on crosswalk improvement status
- C. Update on Commercial Lease Tax
- D. Initiative I-2014-01

**10. TOWN MANAGER'S REPORT**

**11. FUTURE AGENDA ITEMS**

**12. COUNCIL MEMBERS' REPORTS**

**13. MAYOR'S REPORT**

**14. 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 July, 2014, 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, JUNE 25, 2014 @ 5:00 PM  
TUSAYAN TOWN HALL  
845 Mustang Drive, Tusayan, AZ 86023

**TUSAYAN TOWN COUNCIL REGULAR MEETING SUMMARIZED MINUTES**

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

Mayor Bryan called the meeting to order at 5:03 pm and the Pledge of Allegiance was recited.

**2. ROLL CALL**

Upon roll call the following were present:

**MAYOR GREG BRYAN**  
**VICE MAYOR AL MONTOYA**  
**COUNCILMEMBER BILL FITZGERALD**  
**COUNCILMEMBER JOHN RUETER**  
**COUNCILMEMBER CRAIG SANDERSON**  
Also present: Will Wright, Town Manager

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

No one came forward with anything.

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

**A. Presentation from Shephard-Wesnitzer Inc. regarding qualifications for Town Engineering Services**

Mr. Guillermo Cortes and Mr. Richard Alldridge of Shepard, Wesnitzer Inc. (SWI) introduced their firm that has five (5) offices in northern Arizona. They made a presentation of the engineering services they offer, emphasizing their experience with projects for municipal governments that show what they could do for Tusayan. At the conclusion of their presentation they received a few questions from the Council. The Mayor wanted to know how they billed for their services. Guillermo explained that they work with the entity from an established fee schedule or can produce a bid for a specific project as they determine the best approach for the municipality. Councilman Fitzgerald wondered how they spread their workload with representing so many municipalities among the five offices with only about 20 employees. Guillermo indicated that not all of the municipalities they represent

have work at the same time so they are able to put people where they are needed depending on their background and engineering expertise as well as to meet project needs for each of the entities.

**9.F. Consideration, discussion, and possible approval of supporting the Coconino County Board of Supervisors request to close the Kaibab National Forest**

The Mayor moved discussion of item 9.F forward at this time to allow Mr. James Simino, Tusayan District Ranger, who he invited, to speak to the Council on Coconino County's letter requesting the closure of the Kaibab National Forest due to extreme fire danger. Mr. Simino indicated that the three supervisors for the Kaibab, Coconino and Yavapai Forests talk weekly about the fire conditions in this region of the State. They are not supportive of entirely closing the forests to the public due to the favorable response this year to current restrictions and all the work/steps it takes to implement the closure process (2 to 3 weeks). He said that they were also hopeful that the monsoon rains would begin within a few weeks which would mitigate the current fire conditions.

**4.B. Presentation from Woodson Engineering and Surveying Inc. regarding qualifications for Town Engineering Services**

Mr. Mark Woodson and Mr. Rick Shuller of Woodson Engineering introduced their firm and made their presentation that indicated their municipal experience and what they had to offer Tusayan in the way of engineering services. The Mayor asked Woodson the same question about their billing approach. Mark explained the company has a negotiated fee schedule that becomes a part of the contract with the town. They could also bid specific projects as they come up that would allow municipalities a better understanding of the budget for that particular project.

Ms. Clarinda Vail asked how a firm can work with both private businesses and the town. Mr. Woodson explained that they can separate within their company to some degree the duties performed for a private business and those needed by the town. Also, there are other engineering companies that they can enlist to assist with certain engineering services for either the business or town to ensure professional integrity on projects.

**5. CONSENT AGENDA**

**A. Minutes of the Town Council Regular Meeting on June 4, 2014**

Vice Mayor Montoya made a motion to approve the minutes of the June 2, 2014 meeting. Councilmember Rueter seconded the motion and the vote was unanimous to approve the June 4<sup>th</sup> minutes.

## **B. Accounts Payable Billings**

Councilmember Fitzgerald asked that the accounts payable be removed from the Consent Agenda. He asked about the Owens Harkey invoice as well as Bill Sims' bill. He wondered if Mr. Sims was still working on Stilo. Manager Wright explained that the Owens Harkey bill was for the name change/branding presentation that Council had approved. Also, Bill Sims did not have any Stilo on his billing as the town and Stilo were now moving forward with the Forest Service application process. Councilman Rueter indicated that he would like the town to expedite the Fire District payables as they were closing out their end-of-year books. Mayor Bryan stated that there was another check for the Fire District to be added to the accounts payable billing for \$3,461.33 and asked for a motion to amend the accounts payables billing list. Councilmember Rueter made a motion to include the additional Fire District billing for \$3,461.33 for the annual cost of Workers Compensation for the two employees the town is supporting. Councilmember Fitzgerald seconded the motion and the vote was unanimous to amend the accounts payable.

Vice Mayor Montoya made a motion to approve the accounts payable billing. Councilmember Sanderson seconded the motion and the vote was unanimous to approve the accounts payable billing for June 25, 2014 as provided in the agenda.

## **6. COMMITTEE REPORTS**

### **A. Update on the Community Park Committee**

Manager Wright stated the Park Committee had not met recently but he was waiting on the Council to approve an engineer in order to proceed with work on the dirt for the fields as well as the CDBG project to put in a restroom facility and the ADA improvements.

### **B. Planning & Zoning Committee**

Mr. Wright indicated that the P&Z Commission had not met in a while and there was no new activity to report.

## **7. INTERVIEW OF JOHN SCHOPPMANN, APPLICANT FOR PLANNING AND ZONING COMMISSION**

The Mayor explained that John had become ill and would not be able to attend tonight's Council meeting. He indicated that he would like to have staff invite him to the July 23, 2014 meeting, which several members of Council agreed.

## **8. PUBLIC HEARING ON FINAL TOWN BUDGET FOR FY2014-2015**

There was no one from the public who expressed interest to speak to the FY2014-2015 final budget.

## **9. ACTION ITEMS**

### **A. Consideration, discussion, and possible approval of Final Town Budget for FY2014-2015**

Mr. Wright reviewed the prior meetings held by the Council on this upcoming year's budget and the many adjustments Council had made, which were now a part of this final budget. He also briefly explained the revenue projections and the estimated expenditures in the coming fiscal year which are about the same as last year's amounts, except for the \$1,200,000 added in for the Water Enterprise Fund. Since this amount is both on the revenue and expense side of the budget ledger then it is from an accounting standpoint neutral.

Councilmember Fitzgerald stated his objection to including this amount in the upcoming budget as it was put in with no planning and the revenue figures had no basis. He made a motion to remove the \$1,200,000 from both the revenue and expenditure side of the budget. The motion died for the lack of a second.

Vice Mayor Montoya made a motion to approve the Final Town Budget for FY 2014-2015. Councilmember Rueter seconded the motion and the vote was four in favor of the FY2014-2015 Final Budget. Councilmember Fitzgerald voted no for the motion.

### **B. Consideration, discussion, and possible appointment of Planning and Zoning Commissioners**

The Mayor noted the need to stagger the terms of the commissioners at this time. He also pointed out the e-mails from the current P&Z members expressing ongoing interest in serving on this commission. He indicated Chairman Rob Gossard was willing to serve for another two years. Vice Mayor Montoya made a motion to reappoint Rob Gossard to a two year term and leave the other two year seat open. Further, he moved to reappoint Clayann Cook, Elizabeth Hearne and Janet Rosener to serve four year terms. Councilmember Rueter seconded the motion and the vote was unanimous for the motion.

**C. Consideration, discussion, and possible approval of starting negotiations for Town Engineering Services**

Manager Wright explained the selection committee was comprised of Councilmembers Fitzgerald and Rueter, Larry Hostetler and himself and had initially leaned toward Woodson based on their Statements of Qualifications. He mentioned he had contacted five references for these firms and found them both to be well qualified to serve as the town's engineer. However, he had not seen anything to change his mind that Woodson would do a good job and recommended that the Council authorize him to negotiate with Woodson for engineering services. Councilmember Fitzgerald agreed that both companies were qualified but felt SWI had given a better presentation.

Vice Mayor Montoya made a motion to authorize the manager to negotiate with Woodson Engineering for their services. Councilmember Rueter seconded the motion and the vote was unanimous for the motion.

**D. Consideration, discussion, and possible approval of payment to ADOT for water leak issue**

The Mayor stated there had been discussions with ADOT as the Council had directed at their last meeting. ADOT representatives agreed that they had some responsibility and indicated that they'd split the costs with the town for the leak, including the sewer charges. This would mean the town pays \$3,347.65 for the leak.

Councilmember Sanderson made a motion for the town to remit \$3,347.65 to ADOT for the water and sewer charges associated with the water leak. Councilmember Rueter seconded the motion and the vote carried unanimously for the motion.

**E. Consideration, discussion, and possible approval of funding a traffic control plan and service for the July 4<sup>th</sup> Celebration Parade**

Ms. Clarinda Vail, representing the Grand Canyon Chamber and Visitors Bureau, spoke to their efforts to have everything paid for so that the Chamber would be in a position to receive funding from the work of putting on this celebration. This will be the 36<sup>th</sup> year of this annual July 4<sup>th</sup> celebration. The bid of \$2,513.76 from Southwest Barricades would allow the Chamber to reach their financial goal with this celebration. Councilmember Sanderson asked if this was an expense for past years. Ms. Vail indicated that ADOT requires this traffic safety plan with the installation of the two roundabouts on each end of town.

Councilmember Sanderson made a motion to approve funding of \$2,513.76 to the Chamber for the traffic control plan and service for the 4<sup>th</sup> of July celebration.

Councilmember Rueter seconded the motion and the vote was unanimous for the motion.

**F. Consideration, discussion, and possible approval of supporting the Coconino County Board of Supervisors request to close the Kaibab National Forest**

Mayor Bryan reviewed the letter from the Coconino Board of Supervisors asking the town to support their call for the closure of the Kaibab National Forest due to extreme fire conditions. Councilmember Rueter indicated that the remarks of James Simino earlier regarding the Forest's stand on this matter and what it takes to close a forest to the public coupled with the fact that the town follows the Forest Service lead regarding fire restrictions, suggests that this request may be premature and he would want the Forest Service support for this type of action. No action was taken by the Council at this time regarding the County's request to support closure of the national forest.

**G. Consideration, discussion, and possible approval of scheduling a joint Council and Coconino County Board of Supervisors meeting on September 30, 2014**

Manager Wright explained the County's request to have a joint meeting and said the Board may meet as early as 3 pm to conduct their business then would like to join with the Tusayan Council to review areas of mutual concern as well as give/receive updates on what is occurring in each of the jurisdictions. Councilmember Sanderson indicated that the regularly scheduled Council meeting was to be the next day on October 1, 2014 and wondered how the Council wanted to handle it.

Councilmember Sanderson made a motion to approve having a joint meeting with the Coconino Board of Supervisors on September 30<sup>th</sup> at 5 pm and to see if there is a need to have a brief Council meeting following this joint meeting then cancel the October 1, 2014 regularly scheduled Council meeting. Vice Mayor Montoya seconded the motion and the vote was unanimous for the motion.

**10. DISCUSSION ITEMS**

**A. Update on landscaping along ADOT improvements**

Manager Wright referenced the letter sent to ADOT regarding this Highway 64 improvement project and some of the concerns being experienced with this project, specifically, the issue with the weeds and what the town was going to do about them. Further, he stated that there had been multiple leaks found in the sprinkler system so far with the prospect of ongoing problems because of how the pipe had been installed and with damage caused to the system with the construction of the bus shelters.

Mr. Wright indicated that he has not received a response from ADOT on this letter and said that he felt these improvements were going to require a lot of attention to bring the landscaping and system up to an acceptable condition for the town. Someone had been hired today to help with the weeding and he was hopeful that others might apply.

#### **B. Update on crosswalk improvement status**

Mr. Wright indicated the town had submitted several encroachment permits applications for the safety improvements of the crosswalks and would follow up early next week. Mayor Bryan asked Mr. Wright to follow up with Warren Sutphen of ADOT sooner to see about the crosswalk improvement permits.

#### **C. Discussion of sidewalk artwork**

Mayor Bryan passed around some pictures of Santa Fe, NM that he'd taken on a recent trip showing the artwork and downtown improvements. The Mayor indicated he simply wanted to initiate discussion on what, if anything, the Council may want to do regarding improving the downtown area. Councilmember Rueter stated that the Hoop Dancer statute appealed to him. Vice Mayor Montoya said he'd like to incorporate history into any downtown art, which Councilmember Rueter agreed. Councilmember Fitzgerald said he had heard residents talk about a need for the town to do something for them

### **11. MANAGER'S REPORT**

Mr. Wright indicated the report was in the Councilmembers' packets and there were a few items he wanted to highlight, namely:

- 1) Cristina Cartin was hired to replace Irina as the town's bookkeeper and she is planning to attend the next Council meeting in order to meet the members of the Council
- 2) J2 Engineering was planning to attend the July 23<sup>rd</sup> Council meeting to present the results of their drainage study
- 3) the League of Cities and Towns would be presenting the Legislative Update tomorrow evening at 6:30 pm at the Williams town hall.

### **12. FUTURE AGENDA ITEMS**

Mayor Bryan reviewed future agenda items and with Council input added:

- John Schoppmann would be invited to attend the July 23, 2014 Council meeting
- J2 Engineering to present their report at the July 23<sup>rd</sup> meeting
- Councilmember Fitzgerald would like an update on the commercial lease taxes for the town



## **TUSAYAN TOWN COUNCIL SPECIAL MEETING**

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

Monday, July 21, 2014 at 4:30pm

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 4:31pm and the Pledge of Allegiance was recited.

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

**MAYOR GREG BRYAN**

**VICE MAYOR AL MONTOYA**

**COUNCILMEMBER BILL FITZGERALD**

**COUNCILMEMBER JOHN RUETER – excused**

**COUNCILMEMBER CRAIG SANDERSON**

Also present were:

Will Wright, Town Manager

Melissa M. Drake, Town Clerk

#### **3. ACTION ITEM**

##### **Consideration, discussion, and possible action on Performance Evaluation of the Town Manager**

At 4:32pm Vice Mayor Montoya made a motion to take the Council into executive session for the Town Manager's Review. Councilmember Fitzgerald seconded the motion and it passed on unanimous vote.

The Council entered executive session and discussed the performance evaluation.

At 5:20pm Vice Mayor Montoya made a motion to exit executive session and take the Council back into open session. Councilmember Sanderson seconded the motion and it passed on unanimous vote.

Vice Mayor Montoya made a motion to continue the relationship with Town Manager Will Wright and provide a merit increase, which, when combined with the cost of living increase outlined in his contract, will not exceed 6%. Councilmember Sanderson seconded the motion and it passed on unanimous vote.

Mayor Bryan stated that he would work with the Town Manager and the Town Attorney to determine the appropriate cost of living increase, as outlined in the contract with the Town Manager.

Manager Wright introduced the new contracted Town Bookkeeper, Cristina Cartin to the Council.

**4. MOTION TO ADJOURN**

Vice Mayor Montoya made a motion to adjourn the meeting at 5:25pm.  
Councilmember Sanderson seconded the motion and it passed on unanimous vote.

**ATTEST:**

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

\_\_\_\_\_  
**Melissa M. Drake, Town Clerk**

**CERTIFICATION**

State of Arizona            )  
  ) **ss.**  
Coconino County            )

I, Melissa M. Drake, 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 July 21, 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 22<sup>nd</sup> day of July, 2014

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

ITEM NO. 7 & 8A

May 06, 2014

RECEIVED  
MAY 06 2014  
BY: M.M.O.

Tusayan Planning and Zoning Committee

VIA EMAIL – [tusayanclerk@gmail.com](mailto:tusayanclerk@gmail.com)

**RE: LETTER OF INTEREST FOR PLANNING AND ZONING COMMITTEE**

Greetings –

Please accept this as my formal interest in the current board member opening for the Tusayan Planning and zoning Commission. Although fairly new to living in the Tusayan area, having moved here a year ago from Page, I am serious in my commitment to the Town of Tusayan.

As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our great Town. I currently work for Papillion Airways and have extensive background in planning and developing various projects, both personal and professionally. These experiences have provided me the opportunity to better understand the challenges of managing our growth, improving our infrastructure, and further developing our business center.

Thank you for your consideration and I would be happy to answer any questions that you might have.

Sincerely,

John Schoppmann  
928-255-8143

# TOWN OF TUSAYAN

## Citizen Committee Application Form

DATE 5.1.14

Town Board or Committee  
In which interested Planning & Zoning

Name John Schaffmann Phone (Home) \_\_\_\_\_

Phone (Work) \_\_\_\_\_ Phone (Cell) 928-255-8143

Address Box 3104 S. Longhorn Loop Canyon Pines #17

Email Address johnschaffmann@yahoo.com

Occupation/Employer Ass. Facilities Director Papillon

1. Please explain why you would like to serve on the board or committee: (If additional space is needed, please use the back of this form)

*Please see Attached*

2. What skills, specific experiences, training or interests which you have that you feel would be useful in the work of this Board or Committee

3. How much time would you be willing to commit to the work of the committee, including meetings?

Signature 

I hereby certify that the information contained on this application form is accurate.

Town of Tusayan, P O Box 709, Tusayan, AZ 86023 \* phone: 928-638-9909  
Email: tusayantownmanager@gmail.com

1. Please explain why you would like to serve on the board or committee:
  - I believe my background in planning and construction will be an asset to this committee and I have a sincere desire to better the Town of Tusayan and its future growth.
  
2. What skills, specific experiences, training or interests which you have that you feel would be useful in the work of this board or Committee:
  - I have extensive background in construction projects both on a personal and professional level. Such projects include:
    - Management and overseeing of \$80 million Marina during building Phase I and II of a IV Phase development plan – 2004 to 2009
    - Owned and operated my own commercial/residential construction, repair and remodel business 2009 – 2013
  - I have creative design, problem solving and analytical talents.
  - I have a keen instinct to quickly effect change and improvement – with key experience in visualizing, designing and executing business projects.
  - Strong leadership talents with a natural ability to establish consensus among cross-functional lines.
  
3. How much time would you be willing to commit to the work of the committee, including meetings:
  - I would be willing to commit any time that is needed for the board meetings, etc.

ITEM NO. 8B

## **AGREEMENT BETWEEN TOWN OF TUSAYAN AND ENGINEER FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2014 between the TOWN OF TUSAYAN, a municipal corporation, hereinafter "TOWN", and WOODSON ENGINEERING AND SURVEYING, INC., of Flagstaff, Arizona, hereinafter "ENGINEER". By this Agreement, the Town intends to retain the ENGINEER, and the ENGINEER intends to be retained by the TOWN to provide professional services in the role of Town Engineer, as provided for by statute. said services to be performed as an independent contractor.

The TOWN and the ENGINEER, in consideration of their mutual agreements set out herein, agree as follows:

1. STANDARD OF CARE.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement shall be the care and skill ordinarily used and expected of members of the ENGINEER's profession in the State of Arizona.

2. SERVICES OF ENGINEER.

ENGINEER shall perform for or furnish to TOWN professional engineering, surveying, planning and related services, as Town Engineer and as determined to be necessary by TOWN. ENGINEER, shall serve as TOWN's prime design professional and engineering representative providing professional consultation and advice to all departments of the Town of Tusayan, its staff, and Council. ENGINEER may employ such other consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional services required hereunder, subject to prior approval of the Town Manager. ENGINEER shall not be required to employ an engineer that is unacceptable to ENGINEER.

ENGINEER shall provide at least the following services for TOWN:

- A. Meet with TOWN's staff on an on call basis, or as otherwise directed by the Town Manager, for discussion concerning projects, problems, and other related matters regarding or involving engineering, surveying, planning and related services for the TOWN.
- B. Attend Town Council meetings as required by the Town Manager.
- C. Provide information, advice, and recommendations to the Town Council and staff, as requested by the Town Council, staff, or the Town Manager.
- D. Draft requests for construction bids and for engineering proposals, draft specifications where necessary, distribute any documents necessary, through staff, to the local newspapers, with directions for such distribution and publication in a timely fashion, and provide recommendations to the Town Council, staff, or Town Manager on awards of contracts after ENGINEER's review of bids or proposals.

- E. Prepare planning and engineering studies and/or reports when requested by TOWN.
- F. Update the Town Council, staff, or Town Manager regarding on-going projects and public works related issues as requested.
- G. Prepare construction plans and specifications and observe the construction of capital improvement projects as requested by the Town Manager.
- H. Assist TOWN in the development of capital improvement programs and maintenance procedures.
- I. Arrange for professional services by subconsultants when those services are not within the staff expertise of ENGINEER, but only upon express prior approval of the Town Manager.
- J. Provide related services as required and pursuant to standard of care required for ENGINEER.
- K. Track all on-going public works projects and developments to insure timely follow up, performance and completion at each step of each project and keep the Town Manager advised.

3. ADDITIONAL SERVICES OF ENGINEER.

In addition to the above services required of ENGINEER, ENGINEER shall furnish or obtain from others additional services such as preparation of applications for private or governmental grants and loans, preparation or review of environmental assessments, providing renderings or models, provide assistance with planning and zoning matters, building and development plan review and other additional services performed or furnished by ENGINEER in connection with its duties as Town Engineer.

ENGINEER shall designate in writing a person to act as the "Town Engineer" under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define the applicable Federal, State, and local guidelines and building codes, and shall be responsible to interpret and enforce the policies and decisions of TOWN with respect to ENGINEER's services.

ENGINEER shall certify with its seal all drawings or plans which are required to be sealed, or are ordinarily certified by seal of an engineer, on behalf of TOWN.

4. TOWN'S RESPONSIBILITIES.

TOWN shall assist ENGINEER by making available to ENGINEER all information regarding all projects, bids, proposals, and other requirements of ENGINEER's employment, and shall arrange for access to, and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.

5. TERM OF AGREEMENT.

This Agreement shall be effective on the date shown above and shall continue through the 30<sup>th</sup> day of June, 2015, at which time it shall automatically extend for additional one (1) year periods unless Town gives written notice to Engineer 30 days before the end of the relevant year that the contract will not be extended.

6. INDEPENDENT CONTRACTOR STATUS.

ENGINEER is hereby designated as an independent contractor to provide the engineering services for TOWN as Town Engineer. ENGINEER shall provide professional advice and direction to TOWN staff and perform its responsibilities hereunder as an independent contractor.

7. PAYMENT TO ENGINEER.

Services provided under Sections 2 and 3 of this Agreement shall be categorized as Level A-Retained Services or Level B-Special Projects. The categories and methods of compensation for each are further defined as follows:

- A. For Level A- Retained Services, TOWN shall pay ENGINEER on a time and expenses basis per the rate set out in Exhibit 1 attached hereto and made a part hereof by reference. Level A Retained Services shall include meetings with Town staff, Town Council meetings, agency communication and coordination and all other general consulting and the other duties referred to in Paragraph 2 above.
- B. Level B - Additional Services, are defined as assignments which are in addition to Level A Retained Services. For each Level B Project assignment, ENGINEER and TOWN shall agree upon a detailed scope of work and proposed man hours and expenses, based upon Exhibit 1 rates. The total compensation shall be negotiated as a lump sum payment between TOWN and ENGINEER. The total compensation and associated documentation shall be submitted to the Town Council as an Additional Service Agreement (ASA) for approval, when necessary.
- C. The rates set out in Exhibit 1 shall be automatically adjusted at the conclusion of each year of this Agreement, at the same rate as the cost of living increase approved for Town employees.
- D. ENGINEER understands and agrees that ENGINEER will work as an independent contractor and is not entitled to any benefits over and above the compensation as set out herein.
- E. Engineer shall not offer engineering services to any clients in the Tusayan area except to complete any current services or as approved by the Town Manager. Notwithstanding this provision, Engineer may offer purely survey services in the Tusayan area.
- F. Engineer shall have first consideration for Level B Projects.

8. OTHER PROVISIONS CONCERNING PAYMENTS.

- A. Preparation of Invoices: Invoices for services and reimbursable expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to TOWN by ENGINEER at least monthly, and shall be paid within 30 days of receipt thereof.

- B. Unpaid Invoices: If an invoice is not paid within 30 days of receipt thereof ENGINEER shall have the right to terminate this Agreement until it has been paid in full all amounts due for services, expenses, and charges.
- C. Payments Upon Termination: In the event of termination by TOWN for cause, as set out hereafter, ENGINEER shall be paid for services rendered and performed prior to said termination. In the event of termination by TOWN without cause, TOWN will pay to ENGINEER reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of services measured from the date of termination, and costs of terminating relevant contracts with ENGINEER's consultants.
- D. ENGINEER's Records: ENGINEER shall keep such records of its cost pertinent to its services performed pursuant to this Agreement in accordance with generally accepted accounting practices. Copies will be made available to TOWN upon request.

9. OPINIONS OF ENGINEER REGARDING CONSTRUCTION COST.

ENGINEER's opinions of probable construction cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. Likewise, this section applies to ENGINEER's opinions regarding the total project cost of a proposed or continuing TOWN project.

10. TERMINATION FOR CAUSE.

Either party may terminate this Agreement for cause upon thirty (30) days' of written notice in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing but only when reasonable to do so, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of notice. In addition, this Agreement may be terminated for cause pursuant to A.R.S. § 38-511.

11. TERMINATION BY ENGINEER WITHOUT CAUSE.

Upon sixty (60) days' notice, ENGINEER may terminate this Agreement without cause.

12. TERMINATION BY TOWN WITHOUT CAUSE.

TOWN may terminate this Agreement without cause upon sixty (60) days' notice.

13. REUSE OF DOCUMENTS.

All Documents, including drawings and specifications provided or furnished by ENGINEER, shall belong to TOWN. ENGINEER shall have the right to use such drawings or specifications on other projects as it may desire. Town may also reuse such drawings or specifications on other projects, but in said event, any reuse without written verification or adaptation by ENGINEER as appropriate for the specific purpose intended will be at TOWN's sole risk and without liability or legal exposure to ENGINEER.

14. INSURANCE.

ENGINEER shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom or arising from the negligent conduct or omissions of ENGINEER in amounts and for coverages reasonably acceptable to the TOWN. ENGINEER shall list TOWN as an additional insured on ENGINEER's general liability insurance policy and provide current copies of said policy certifications to TOWN.

At any time, TOWN may request ENGINEER, at TOWN's expense, to provide additional insurance coverage, different limits or revised deductibles in excess of the policy that ENGINEER has in effect.

15. PERSONAL SERVICES AGREEMENT.

The parties agree that this is a personal services agreement and is not assignable or transferable by ENGINEER without the express written consent of TOWN.

16. RIGHTS AS TO THIRD PARTIES.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any contractor, subcontractor, supplier, or other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than TOWN and ENGINEER.

All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of TOWN and ENGINEER and not for the benefit of any third party.

17. INDEMNIFICATION.

To the fullest extent permitted by law, ENGINEER shall defend, indemnify and hold harmless TOWN, its officers, directors, employees, and agents from and against any and all claims, costs, losses, and damages, including, but not limited to, charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs to the extent caused by the negligent acts or omissions of ENGINEER, ENGINEER's officers, directors, partners, employees, agents, and consultants in the performance and furnishing

of ENGINEER's services under this Agreement. The obligations under this Section 17 shall survive termination of this Agreement.

To the fullest extent permitted by law, TOWN shall defend, indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, agents, and consultants from and against any and all claims, costs, losses, and damages, including, but not limited to, charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs to the extent caused by the negligent acts or omissions of TOWN, its officers, directors, employees, and agents with respect to this Agreement.

18. NOTICES.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight carrier services. All notices shall be effective upon the date of receipt.

19. SURVIVAL OR REPRESENTATIONS.

All express representations, indemnifications, or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

20. SEVERABILITY.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TOWN and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

21. OTHER ENGINEERING SERVICES.

ENGINEER acknowledges, and TOWN and ENGINEER agree, that it may be in TOWN's best interest, from time to time, to have specific projects completed by other engineering consultants due to schedule conflicts, requirements for services outside the specific expertise of ENGINEER and its consultants, and other events which would reasonably suggest employing other engineering consultants. Therefore, at the discretion of TOWN, TOWN may request proposals from other consulting engineers and enter into separate contracts to perform those services.

22. DISPUTE RESOLUTION.

Should a dispute arise between the parties that cannot be amicably resolved between the parties, each party will be entitled to choose a representative to resolve said dispute, and those two representatives will choose a third representative, and the three representatives together will hear the dispute and will resolve said dispute; and said resolution shall be final and binding and not subject to appeal to any court of law.

23. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date first above written.

TOWN OF TUSAYAN, ARIZONA

By \_\_\_\_\_  
Will Wright, Town Manager

Address For Giving Notices:  
P.O. Box 3376  
Tusayan, Arizona 86023

Attest:

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

Approved as to Form:

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

WOODSON ENGINEERING

By \_\_\_\_\_  
Mark Woodson

Its \_\_\_\_\_  
President

Address For Giving Notices:  
124 N Elden St.  
Flagstaff, AZ 86001

# **WOODSON**

**ENGINEERING & SURVEYING, INC.**

124 N. Elden St., Flagstaff, AZ 86001-5262  
(928) 774-4636 • Fax (928) 774-4646

## **Exhibit 1**

**Town of Tusayan**

### **FEE SCHEDULE**

As of July 2014

Fees for services provided will be based on the following rates:

Principal	\$ 185 per hour
Assoc. Principal	\$ 160 per hour
Dept. Mgr/Sr. PM	\$ 150 per hour
Project Manager	\$ 140 per hour
Professional Engineer/Surveyor	\$ 125 per hour
Sr. Designer/Sr. Crew Chief	\$ 115 per hour
Engineer/Surveyor (IT)	\$ 100 per hour
Planner/Sr. Tech/Crew Chief	\$ 100 per hour
Technician/Administrative	\$ 80 per hour
2 Person Survey Crew	\$ 170 per hour
1 Person Survey Crew	\$ 125 per hour
Mileage	Current government rate

Direct expenses including but not limited to; meals and lodging, long distance telephone, faxes, expedited shipping, printing, copying, submittal, review and permitting fees and title reports, will be billed with a 15% markup and are not included in our lump sum or hourly fees unless the contract specifically states that they are included. Hourly Rates for any staff positions not listed are available upon request.

Work required by clients outside of normal business hours will be charged at 1.5 times our regular rates. Expert witness and other services related to litigation or arbitration including preparation and on-call time will be charged at 1.5 times our regular rates.

ITEM NO. 8C

TOWN OF TUSAYAN  
and  
WOODSON ENGINEERING AND SURVEYING, INC.

Additional Services Agreement for Level B - Project Services for:

---

**Project Title:** CDBG Community Park ADA Improvements and Restrooms Addition

**Project Number:** 114681

**Project Scope:** Woodson Engineering would perform the following work for the Town of Tusayan:

- Provide Civil Engineering Design for the proposed CDBG improvements.
- Aerial Survey will be provided by the Town of Tusayan sufficient for construction of the improvements.
- Prepare the design and construction specifications for the project in accordance with MAG Standard Specifications and Details or the adopted IPC where applicable.
- Provide the necessary utility coordination and clearances including sewer, water, reclaim water, electric and gas (if applicable). Electrical or Mechanical design by others as needed.
- Provide Construction Cost Estimate information at select plan preparation intervals.
- It is assumed that stormwater detention will not be required for this project. Incidental drainage will be addressed with the project plans.
- Develop bid ready documents to advertise for bids and award the contract. We will prepare the Contract Package, Bid Form and Special Provisions for the Bid Package. Specific Grant documents for the package will be provided by NACOG.
- Attend the pre-Bid meeting. Provide Bid review assistance. Bid opening will be performed by Town Staff and the results conveyed to Woodson Engineering.

The CDBG Community Park ADA Improvements and Restrooms Addition project involves the construction of improvements to the Tusayan Community Park located on the west edge of town on Town or Grand Canyon Unified School District (GCUSD) property. Some of the utility extension work is on private property and will require easements to be executed between the property owner and the Town of Tusayan or utility provider. This work is not included within this proposal due to the unknown scope of the easements at this time. Required easements will be approximately indicated on the construction documents. Boundary survey may be needed to define the proposed easements. NACOG and CDBG Administration are provided by others. Landscaping is not included with this proposal.

**Project Description:**

The proposed project includes the installation of a pre-fabricated restroom structure and ADA compliant drinking fountain. The project consists of ADA compliant sidewalks to existing park courts with truncated domes and ADA parking. Sewer and water utilities will be extended to the project site. Reclaim water facilities will be extended to the project site. Electrical utility will be extended as needed.

July 16, 2014

**Project Services:**

The services covered under this agreement would include the aforementioned steps and one coordination meeting and one Town Council public meetings to present the project. One meeting is included with the Owner of the land for which utilities are being extended from.

**Approximate Overall Schedule:** Start: August 1, 2014 Complete: September 15, 2014

**Project Fees:** The following fees include coordination contacts with Town staff, responding formally to submittal comments, and other necessary coordination efforts to complete the design of the project in accordance with CDBG requirements. Reimbursable expenses are estimated below. Sub-consultant fees are not included in the total project fees.

The fees outlined are predicated on the previously mentioned project duration. Any changes in duration that exceed 30 calendar days and any change in the scope of services outlined in this agreement will result in increased project fees. Construction administration costs, if desired will be provided at a later time after the scope of construction has been fully defined.

This work will be completed for a fixed fee cost of \$17,250 including an estimated \$800 in reimbursable expenses.

---

Other items needed by sub-consultants (Not Included Above):

Electrical Design	\$2,000 (Allowance)
-------------------	---------------------

Total cost including engineering fees, reimbursable expenses and sub-consultant allowance is \$19,250.

Submitted By: Rick Schuller, PE, Senior Project Manager

For: *Mark Woodson* 7/16/14

Mark Woodson      Date  
President

Will Wright      Date  
Town Manager

Approved by Town Council:

\_\_\_\_\_  
Date

ITEM NO. 8D

TOWN OF TUSAYAN – SUBDIVISION REGULATION DEVELOPMENT  
Proposal to Provide Professional Planning and Engineering Services

Subdivision Regulations – Scope of Work

The Town of Tusayan is the newest and smallest community in Arizona. Its location near one of the world's most popular tourist destinations subjects the Town to a unique set of challenges. Developing subdivision regulations for the Town is not only required by state law, but is essential in dealing with anticipated future land development in the community.

The following work tasks are identified as major components of this project. Additions, deletions or alterations, outside of statutory requirements, are fully acceptable; whether to refine specific tasks to better meet budgetary needs or to ensure that the regulations will be completed in a manner that fully meets the expectations of the Town. We understand the Town of Tusayan reserves the right to change and/or amend this scope of work.

*Overall Approach*

**Task 1 Research**

The consultant is very familiar with certain subdivision regulations in the state of Arizona at both the County and municipal level. Additional research will be necessary to be able to present the Town with regulations that are best suited to meet their needs. The consultant will look at Coconino County's Subdivision Regulations as well as the subdivision laws for some smaller municipalities. We will also review state enabling statutes for subdivisions.

**Task 2 Drafting of Chapters**

Willdan will use existing subdivision regulations from selected communities and state statutes for guidance in the preparation of drafts of the various chapters of the subdivision ordinance. Topics to be covered will likely include requirements for submittal of the preliminary plat and final plat, the process that will be used for each stage of the plat, subdivision design standards, re-plat process, minor lot divisions, landscaping of common areas, waivers, definitions, subdivision abandonment, condominiums and construction and financial assurances.

**Task 3 Review and Hearing**

Willdan will seek input on the draft regulations as one document. Public hearings will be held by the Planning and Zoning Commission and Town Council prior to adoption. Willdan will be present for two Commission meetings and one Council meeting for the adoption to answer questions and clarify issues.

**Task 4 Formatting**

Once the ordinance has been adopted, Willdan will provide the final electronic edition that can be placed on the Town's web site and two hard copies will be provided to the Town.

Subdivision Regulations – Work Plan

	<u>Responsible Party</u>	<u>Details</u>
1. Research	Consultant	Review County Regulations, other town's regulations, statutes
2. Begin drafting regulations	Consultant	Prepare text and graphics
3. Review of initial work	Town Manager, P&Z Commission	P&Z Meeting/workshop
4. Finish drafting	Consultant	Prepare text and graphics
5. Review of Work	Town Manager, P&Z Commission	P&Z Meeting/workshop
6. Agency Review	Consultant	Transmit for 3 week review
7. P&Z Hearing/Recommendation	Consultant/P&Z	Advertize/ Meeting
8. Revise Regulations as necessary	Consultant	Revise Text and graphics
9. Town Council Hearing/Decision	Consultant/Council	Advertize/Meeting
10. Final Document	Consultant	Formatting

Based on experience with past planning projects, additional meetings and/or workshops may be needed to brief officials on progress, present input offered by others, or gather additional input. We will remain flexible and are capable of expanding the work plan to provide additional meetings or workshops needed during the process.

Proposed Fee

Willdan proposes to perform the scope of work as stated above for the fee of \$33,180

**TOWN OF TUSAYAN – SUBDIVISION REGULATION DEVELOPMENT- FEE PROPOSAL**

**Task 1: Research**

Supervising Engineer:	1 hours @ 140 = \$140	
Planner:	40 hours @ 120 = \$4800	
Graphic Designer:	4 hours @ 120 = \$480	
Expenses:	0	
Total:		\$5,420

**Task 2: Drafting of Chapters**

Supervising Engineer:	3 hours @ 140 = \$420	
Planner:	100 hours @ 120 = \$12,000	
Graphic Designer:	40 hours @ 120 = \$4,800	
Expenses:	0	
Total:		\$17,220

**Task 3: Review and Hearing**

Supervising Engineer:	2 hours @ 140 = \$280	
Planner:	40 hours @ 120 = \$4,800	
Graphic Designer:	12 hours @ 120 = \$1,440	
Expenses:	\$1,650	
Total:		\$8,170

**Task 4: Formatting**

Supervising Engineer:	1 hours @ 140 = \$140	
Planner:	8 hours @ 120 = \$960	
Graphic Designer:	6 hours @ 120 = \$720	
Expenses:	\$550	
Total:		\$2,370

Grand Total:		\$33,180
--------------	--	----------

TOWN OF TUSAYAN  
and  
WOODSON ENGINEERING AND SURVEYING, INC.

Additional Services Agreement for Level B - Project Services for:

---

**Project Title:** Subdivision Regulations Development

**Project Number:** 114681

**Project Scope:** Woodson Engineering would perform the following work for the Town of Tusayan:

- **Research.** Consultant will review certain subdivision regulations in the state of Arizona at both the County and municipal level. From this research the level of the regulations will be determined to present the Town with regulations that are best suited to meet their needs. We will look at Winslow's Subdivision Regulations as well as the subdivision laws for some smaller municipalities. We will also review state statutes for subdivisions.
- **Drafting of Chapters.** Woodson Engineering will use existing subdivision regulations from selected communities and state statutes for guidance in the preparation of drafts of the various chapters of the subdivision ordinance. All typical sections from the example regulations will be covered during this draft formulation work.
- **Review and Hearing.** Woodson Engineering will seek input on the draft regulations from the Town and public at large. Public hearings will be held by the Planning and Zoning Commission and Town Council prior to adoption. Woodson Engineering will be present for two Commission meetings and one Council meeting for the adoption to answer questions and clarify issues.
- **Formatting.** Once the ordinance has been adopted, Woodson Engineering will provide the final electronic edition that can be placed on the Town's web site and hard copies will be provided to the Town.

**Project Description:**

- The proposed Regulation would include requirements for submittal of the preliminary plat and final plat, development processes, subdivision design standards, subdivision abandonment and re-plat process, minor lot divisions, landscaping standards, variances, definitions, condominium plats, commercial plats and construction and financial assurances.

**Project Services:**

The services covered under this agreement would include the aforementioned steps and two coordination meetings with Town Staff. Also included are two Planning Commission Meetings and one Town Council public meeting to present the project.

**Approximate Overall Schedule:** Start: August 1, 2014      Complete: March 15, 2014

July 16, 2014

**Project Fees:** The following fees include coordination contacts with Town staff, responding formally to staff and public comments, and other necessary coordination efforts to complete the Regulations. Reimbursable expenses are estimated below.

The fees outlined are predicated on the previously mentioned project duration. Any changes in duration that exceed 30 calendar days and any change in the scope of services outlined in this agreement will result in revised project fees.

This work will be completed for a fixed fee cost of \$29,900 including an estimated \$750 in reimbursable expenses.

---

Submitted By: Rick Schuller, PE, Senior Project Manager

For:

Rick Schuller 7/16/14

Mark Woodson      Date  
President

\_\_\_\_\_  
Will Wright      Date  
Town Manager

Approved by Town Council:

\_\_\_\_\_  
Date

ITEM NO. 8E

July 14, 2014  
Town of Tusayan  
845 Mustang Drive  
Tusayan, AZ 86023



Attn: Will Wright, Town Manager

Subject: Town of Tusayan – Zoning Code Revisions.  
Proposal to provide Professional Planning Services

Dear Mr. Wright:

Willdan focuses on providing contract staff services to support the full spectrum of local development services agency functions, i.e., engineering, planning and building safety. Willdan in Arizona is fully staffed in our Phoenix and Tucson offices to supply the professional services outlined in our proposal, and Scope of Work on attached Exhibit "A".

Willdan has successfully served the Town of Tusayan as the Town Engineer for over 3 years, providing the Town with engineering, plan review, inspection, planning, and project management services on numerous projects.

The firm has successfully served government agencies on numerous town engineering and planning assignments for over 48 years. Currently, we are providing similar services to over 20 cities and 5 counties in the State. Since its founding, Willdan has been instrumental in assisting communities develop efficient and effective government programs.

Willdan avoids conflicts of interest. Our company does not provide engineering or planning services to developers or the private sector, thus avoiding any conflict of interest. We maintain a full spectrum of engineering and planning disciplines within our firm, which offers the advantage of a large firm, employing professionals in many disciplines such as roads and bridges, flood control, water/wastewater, planning, building safety, architectural engineering, public finance, and grants administration.

We hire individuals from government service employment. The diverse and unique ability to offer experienced former government agency staff is an added value to our professional services, providing our clients with both first-hand knowledge and empathy to the challenges of performing services for a public agency and its citizens. The team we are proposing possesses this experience.

It is our sincere wish to continue providing planning and engineering services to the Town. If there are any questions regarding our proposal or scope of work, please contact me at (602) 319-6368 or by e-mail at [ganderson@willdan.com](mailto:ganderson@willdan.com).

Respectfully submitted  
WILLDAN ENGINEERING

Grant I. Anderson, PE  
Vice President

**EXHIBIT "A"**  
**Zoning Code Revisions**  
**Scope of Work**

1. Minimize the number of administrative bodies required to approve permits. For example, there is a Zoning Administrator a Hearing Officer, a Board of Adjustment, a citizen participation process, Floodplain Administrator, a Planning and Zoning Commission, and the Town Council referenced in the Zoning Ordinance. To adequately process any planning application, only the Town Manager, or his designee, Planning Commission, and Town Council is required for discretionary uses. These various bodies appear throughout the Code.
2. Procedures: A variance is one example of the complexity of approvals. The Zoning Administrator can take an action which can be appealed to the Hearing Officer. The decision of the Hearing Officer can then be appealed to the Board of Adjustment. Simplified, a variance would be acted upon by the Planning and Zoning Commission with a possible appeal to the Town Council.
3. Remove all references to the Tusayan Area Plan which states how land use applications must be consistent with it. Now that the Town's General Plan has been adopted, the Tusayan Area Plan is no longer relevant to the Town as an enforcement document.
4. Change the density standards in the various residential zones to reflect the standards referenced in the newly adopted General Plan.
5. Research and determine why the Rules and Regulations concerning animals set forth by the County Health Department are referenced in the Zoning Ordinance. The regulations for animals in the Town are already mentioned in the Town's Zoning Ordinance.
6. Research and determine why there are 24 pages of the Ordinance concerning the Flood Plain Management Overlay Zone when the Ordinance itself states that anything occurring within the Flood Plain is administered and regulated by the County. Also, the text is merely a reflection of County Ordinance where they are the final authority. This could be streamlined down to a paragraph or two and be just as effective. Once the Flood Plain is modified, the underlying zone would determine what land uses are permitted and how they are regulated.
7. Instead of being a part of Special Purpose Zones, remove the MPH, PRD, PC, OS FPM, RC, MR, and RMH zones and give them their own chapters. Then, rename the "Special Purpose Zones" as "General Development Standards."
8. Find discrepancies throughout the Code and correct them.

Estimated time for completion is six weeks. Cost shall not exceed \$19,500.00 including one workshop and one public hearing with the Planning and Zoning Commission and one public hearing before the Town Council.



ITEM NO. 8F

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_ day of July, 2014, by and between WILLDAN ENGINEERING, INC. ("Willdan"), a corporation, and The Town of Tusayan, an Arizona Municipal Jurisdiction ("Client").

WHEREAS, Client desires to employ Willdan to furnish ongoing professional services in connection with:

A. The application and enforcement of the Towns Building and related construction codes as may be adopted and or amended;

B. The continuation of the application and enforcement of the Towns Planning and Zoning functions, hereinafter referenced as (the "Project").

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

1. Services. Willdan shall provide to Client the services described in detail in Exhibit "A", Description of Services, attached hereto and incorporated herein by this reference.

2. Compensation. Willdan shall be compensated for services rendered under Section 1, in accordance with the terms and conditions indicated in Exhibit "B," Compensation. Willdan may submit monthly statements for basic and additional services rendered. It is intended that payments to Willdan will be made by Client within ten (10) days of invoice. All invoices not paid within ten (10) days shall bear interest at the lesser of one and one-half percent (1-1/2%) per month or the legal rate allowed.

3. Indemnification. To the extent permitted by law, each party hereto agrees to defend, save, keep, and hold harmless the other party hereto from all damages, costs, or expenses in law and equity including costs of suit to the extent resulting from its own negligent acts, errors, omissions, recklessness or willful misconduct. Neither party shall be required to defend the other party from any such claims, it being the intent of the parties that they shall each be responsible for its own defense.

4. Hazardous Materials. Client acknowledges that Willdan's scope of services for this project does not include any work related in any way to asbestos and/or hazardous waste. Should Willdan or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Willdan's work, Willdan may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

5. Insurance. Without in any way limiting Willdan's liability pursuant to the indemnification described above, Willdan shall maintain, during the term of this Agreement, the following insurance:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability, including:</u> Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate
<u>Comprehensive Automobile Liability</u> (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
<u>Workers' Compensation and Employer's Liability</u>	Statutory, \$1,000,000
<u>Professional Liability</u>	\$1,000,000 per claim and \$2,000,000 annual aggregate

Except Workers Compensation and Professional Liability Insurance coverage, such insurance shall include endorsements naming Client and its elected officials, directors, officers,

employees and agents as additional insured with respect to liabilities arising out of the performance of services hereunder. All policies shall include a waiver of subrogation with respect to Client and its elected officials, directors, officers and employees. Willdan shall provide Client with certificates of insurance documenting that Willdan has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be cancelled without 30 days prior written notice to Client by first class mail, postage prepaid, 10 days notice in the event that cancellation is due to nonpayment of premium.

6. Independent Contractor Status. Willdan shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

7. Ownership and Maintenance of Documents. All documents including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations estimates, furnished by Willdan pursuant to this Agreement, regardless of media (i.e. paper, electronic, magnetic, optical, mylar, etc.), are instruments of Willdan's services and not products. All such documents shall remain the property of Willdan, provided, however, a copy of the final documents shall be made available to Client upon request. These documents are not intended nor represented to be suitable for reuse by Client or any others on extensions of this project or on any other project. These documents shall not be changed or reused without the prior written consent of Willdan. Any reuse without specific written verification and adoption by Willdan for the specific purposes intended will be at user's sole risk. Client agrees to save, keep, and hold harmless Willdan from all damages, costs or expenses in law and equity including costs of suit and recoverable attorneys fees resulting from such unauthorized reuse. Client further agrees to compensate Willdan for any time spent or expenses incurred by Willdan in defense of any such claim, in accordance with Willdan's prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of Willdan will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

Client agrees not to use or permit any other person to use any instruments of service prepared by Willdan, which are not final and which are not signed, and stamped or sealed by Willdan. Client agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by Willdan and waives liability against Willdan for their use.

Willdan's records, documents, calculations, test information, and all other instruments of service shall be kept on file in legible form for a period of not less than two years after completion of the services covered in this Agreement.

8. Suspension of Work. Client may, at any time, by fifteen (15) days written notice, suspend further performance by Willdan. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Willdan shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

9. Termination. Either party may terminate this Agreement at any time by giving fifteen (15) days written notice to the other party of such termination. If this Agreement is terminated as provided herein, Willdan will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of Willdan covered by this Agreement, less payments of compensation previously made. This Agreement is subject to Termination Pursuant to ARS §38-511

10. Compliance with Law. Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

11. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

12. Attorneys Fees. In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the

amount equal to the reasonable attorneys fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

13. Alternative Dispute Resolution. If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

B. If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

D. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

14. Records. Records of Willdan's direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice. Willdan's records will be available for examination and audit if and as required.

15. Insolvency of Client. Willdan shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

16. 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 verification 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 and 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.

17. Miscellaneous Provisions. This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State where the Project is located.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. Willdan shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, environmental impact reports, dedications, grading plans drainage reports or other work prepares by other consultants that may be a part incorporated into a scope of work or project being executed by Willdan I the course of duties

H. Willdan's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

I. Willdan makes no representations concerning soils conditions unless specifically included in writing in this Agreement, and Willdan is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.

J. Client acknowledges that Willdan is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated to be effective on the day and year first above written.

**Willdan Engineering, INC.**

By: \_\_\_\_\_

Name: Ronald L. Espalin P.E., C.B.O.

Title: Building Safety Services Manager

Address: 1440 East Missouri Avenue  
Suite C170  
Phoenix, Arizona 85014

Telephone: (602) 870-7600

Fax: (602) 870-7601

**Town of Tusayan**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**EXHIBIT A-1  
BUILDING SAFETY**

**Scope of Services**

**Department Services**

WILLDAN will provide administration, supervision, inspectors, and plans examiners to serve the Town as needed to provide for the operation of the Town's Building Code enforcement element of the Community Development operation. These services, in part, include providing plan review and inspections on all construction projects falling under the purview of the Town of Tusayan and the Town Building Official.

In addition to the two defined scopes of service Willdan will provide additional services as requested by the Town to assure the efficient and accurate application of those provisions of the Town Code related to the growth and development of the Community. This includes but is not limited to:

**I. Building Department administration, Supervision, Operation, Plan Check services and other services as determined necessary for the continued operation of the Town of Tusayan.**

WILLDAN shall examine plans for compliance with the applicable Building, Plumbing, Mechanical, Electrical, Energy and Fire Codes, and other pertinent Town, County and State regulations falling within the purview of the Town of Tusayan, the Building Official for the Town of Tusayan including, Planning and Zoning functions, and other Departments as determined necessary. Employees of WILLDAN shall have the power and the duties of the of the Town position being represented when performing such duties.

WILLDAN shall issue to the a formal written opinion for each set of plans reviewed, verifying either that the plans are in compliance with the Town's Codes, and other pertinent Town, County and State regulations, or specifically detailing all corrections necessary to bring such plans into conformance with said Codes and regulations. WILLDAN shall stamp each set of the plans reviewed, verifying that the plans are in compliance with Town Codes and other pertinent Town, County and State regulations, before the issuance of a permit and final dispensation of Documents.

WILLDAN shall have the protection from liability afforded by the applicable Code to the maximum extent permitted by law when WILLDAN is acting pursuant to the provisions of such Code. This provision is not intended and shall not operate in any way to increase the Town's liability or to decrease its lawful immunity from liability.

**II. Building Department Inspection services and other services as determined necessary for the continued operation of the Town of Tusayan.**

WILLDAN shall conduct inspections for compliance with the applicable Building, Plumbing, Mechanical, Electrical, Energy and Fire Codes, and other pertinent Town, County and State regulations falling within the purview of the Town of Tusayan. The Building Official for the Town will coordinate with other Departments or service providers in the community to assure timely and accurate of all applicable codes. Employees of WILLDAN shall have the power and the duties of the of the Town position being represented when performing such duties.

WILLDAN shall issue to the a formal written opinion for each inspection performed verifying either that the work is in compliance with the Town's Codes, and other pertinent Town, County and State regulations, or specifically detailing all corrections necessary to bring such inspection into conformance with said Codes and regulations. WILLDAN shall sign the issued inspection record verifying that the inspection in compliance with Town Codes and other pertinent Town, County and State regulations.

WILLDAN shall have the protection from liability afforded by the applicable Code to the maximum extent permitted by law when WILLDAN is acting pursuant to the provisions of such Code. This provision is not intended and shall not operate in any way to increase the Town's liability or to decrease its lawful immunity from liability.

### III. MISCELLANEOUS SERVICES

WILLDAN shall, when requested and Authorized by the Town, perform such additional functions as requested.

WILLDAN shall have the protection from liability afforded by applicable Code to the maximum extent permitted by law when WILLDAN is acting pursuant to the provisions of such section outlined in Exhibit A - Scope of Services. This provision is not intended and shall not operate in any way to increase Agency's liability or to decrease its lawful immunity from liability.

**Exhibit B-1**

**COMPENSATION  
AND SCHEDULES**

**COMPENSATION**

For plan review services of Architectural, Structural, Electrical, Plumbing, Mechanical, Accessibility, Fire and Energy code compliance performed under Exhibit A of this Agreement, WILLDAN shall be compensated a percentage of the total plan review fee specified in Schedule (A) included herein. The Plan review fees shall be based on the **calculated valuation** of the project, using the data provided in Schedule (C) below. The plan review fees shall be 65% of the Building permit fee for the project using the amounts specified in Schedule (D) as calculated using the Data in Schedule (C).

Expedited reviews shall be compensated at a rate of twice the calculated fees.

Willdan's plan review fee shall cover the initial review and one additional review of the plans. If the plans cannot be approved following the second review, Third and subsequent reviews will be assessed using the hourly rates noted in Schedule (B), for the personnel performing the review. The cost to review revisions and deferred submittals shall also be assessed using the hourly rates noted in Schedule (B) for the personnel performing the review.

For inspection services performed under Exhibit A of this Agreement, WILLDAN shall be compensated on a daily rate for personnel provided, as specified in Schedule (B) included herein. All efforts shall be made to coordinate the various projects in the community to maximize the efficiency of the inspector and minimize the Costs to the Jurisdiction.

**REVIEW TIMES**

Review time for various project types are identified in Schedule (E). The plan review fees identified above are for the Standard review of projects. If the customer requests an expedited review, the compensation for said review shall be two times (2X) the compensation for the standard review. Expedited review shall be performed in the times specified in Schedule (E).

**COLLECTION OF FEES**

All fees for the services identified herein shall be collected by the Town of Tusayan. Willdan will submit invoices to the Town on or before the 10<sup>th</sup> day of each month for the previous month's activities. The invoices submitted to the Town for payment shall describe the service provided with sufficient clarity, and supporting documentation as may be available, to warrant payment.

The activities identified on the invoicing shall be categorized to assist the Town in identifying the budgeting category for deposits and the revenue sources for payment. Willdan will assist the City in setting up these numbers to be consistent with previous billings

(Schedule A)  
Percentage of Fee Plan Review

<b>Plan Review Fees (Fee Covers First and Second Reviews)</b>	<b>Lump Sum Review Rate</b>
Projects with calculated valuation less than \$100,000	85%
Projects with calculated valuation between \$100,000 to \$500,000	80%
Projects with calculated valuation over \$500,000	75%

**Exhibit B-1**

**COMPENSATION  
AND SCHEDULES**

(Schedule B)  
Rate Schedule

Classification	Hourly Rates
Principal Project Manager.....	\$150.00
Building Official.....	\$125.00
Deputy Building Official.....	\$115.00
Supervising Plan Check Engineer.....	\$120.00
Plan Check Engineer (FP).....	\$115.00
Senior Plans Examiner.....	\$100.00
Plans Examiner.....	\$90.00
Sr. Building Inspector (daily rate).....	\$896.00
Building Inspector (daily rate).....	\$799.20
Planning Manager.....	\$150.00
Principal Planner.....	\$115.00
Sr. Planner.....	\$100.00
Associate Examiner.....	\$80.00

Additional billing classifications may be added as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.25 times the standard hourly rates including Saturdays. Sundays and holidays will be charged at 1.70 times the standard hourly rates. Subconsultants will be charged with 10 percent markup of their current rate schedule. Direct expenses will be charged at cost plus 10 percent. Per diem, cell phone, and travel expenses will not be charged as a billable expense.

(Schedule C)  
February 2014 Valuation Data

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	224.49	217.12	211.82	202.96	190.83	185.33	196.14	174.43	167.83
A-1 Assembly, theaters, without stage	205.71	198.34	193.04	184.18	172.15	166.65	177.36	155.75	149.15
A-2 Assembly, nightclubs	177.15	172.12	167.31	160.58	150.83	146.74	154.65	136.68	132.81
A-2 Assembly, restaurants, bars, banquet halls	176.15	171.12	165.31	159.58	148.83	145.74	153.65	134.68	131.81
A-3 Assembly, churches	207.73	200.36	195.06	186.20	174.41	168.91	179.38	158.02	151.41
A-3 Assembly, general, community halls, libraries, museums	173.36	165.99	159.69	151.83	138.90	134.40	145.01	122.50	116.89
A-4 Assembly, arenas	204.71	197.34	191.04	183.18	170.15	165.65	176.36	153.75	148.15
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32
E Educational	192.11	185.49	180.05	171.90	160.09	151.62	165.97	139.90	135.35
F-1 Factory and industrial, moderate hazard	108.42	103.32	97.18	93.38	83.24	79.62	89.22	68.69	64.39
F-2 Factory and industrial, low hazard	107.42	102.32	97.18	92.38	83.24	78.62	88.22	68.69	63.39
H-1 High Hazard, explosives	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	N.P.
H234 High Hazard	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	57.71
H-5 HPM	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32
I-1 Institutional, supervised environment	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
I-2 Institutional, hospitals	302.44	295.85	290.11	281.84	266.80	N.P.	275.58	249.09	N.P.
I-2 Institutional, nursing homes	209.38	202.79	197.05	188.78	175.72	N.P.	182.52	158.01	N.P.
I-3 Institutional, restrained	204.27	197.68	191.94	183.67	171.10	164.68	177.41	153.40	145.80
I-4 Institutional, day care facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
M Mercantile	132.04	127.01	121.20	115.47	105.47	102.39	109.54	91.33	88.45
R-1 Residential, hotels	179.14	172.89	167.90	160.83	147.95	144.10	160.52	132.93	128.36
R-2 Residential, multiple family	150.25	143.99	139.01	131.94	119.77	115.91	131.62	104.74	100.18
R-3 Residential, one- and two-family	141.80	137.90	134.46	131.00	125.88	122.71	128.29	117.71	110.29
R-4 Residential, care/assisted living facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
S-1 Storage, moderate hazard	100.53	95.44	89.29	85.49	75.57	71.95	81.34	61.02	56.71
S-2 Storage, low hazard	99.53	94.44	89.29	84.49	75.57	70.95	80.34	61.02	55.71
U Utility, miscellaneous	75.59	71.22	66.78	63.37	56.99	53.22	60.41	44.60	42.48

**Exhibit B-1**

**COMPENSATION  
AND SCHEDULES**

Schedule (D)  
Permit Fees

<i>SCHEDULE D: BUILDING SAFETY VALUATION-BASED PERMIT FEE</i>	
<i>Project Valuation</i>	<i>Permit Fee</i>
<i>\$1 - \$1,000</i>	<i>\$150 Base fee only</i>
<i>\$1,001 - \$10,000</i>	<i>\$150 on first \$1,000, plus \$9 for each additional \$1,000, or fraction thereof, to and Including \$10,000</i>
<i>\$10,001 - \$50,000</i>	<i>\$231 on first \$10,000 plus \$8 for each additional \$1,000, or fraction thereof, to and including \$50,000</i>
<i>\$50,001 - \$200,000</i>	<i>\$551 on first \$50,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$200,000</i>
<i>\$200,001 - \$1,000,000</i>	<i>\$1,601 on first \$200,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$1,000,000</i>
<i>\$1,000,001 - \$10,000,000</i>	<i>\$7,201 on first \$1,000,000 plus \$4 for each additional \$1,000, or fraction thereof, to and including \$10,000,000</i>
<i>Over \$10,000,000</i>	<i>\$43,201 on first \$10,000,000 plus \$4 for each additional \$1,000, or fraction thereof, on the total amount of the project valuation</i>

Schedule (E)  
Plan Review Times

<b>TYPE OF PROJECT</b>	<b>STANDARD INITIAL REVIEW (WORKING DAYS)</b>	<b>ACCELERATED INITIAL REVIEW (WORKING DAYS)</b>	<b>STANDARD 2<sup>nd</sup> AND 3<sup>rd</sup> RECHECK (WORKING DAYS)</b>	<b>ACCELERATED 2<sup>nd</sup> AND 3<sup>rd</sup> RECHECK (WORKING DAYS)</b>	<b>CHANGE ORDERS, RFI's, ASI's DURING CONSTRUCTION</b>
Over \$5,000,000.00	14	7	5	3	3
Less than \$5,000,000.00	10	5	3	2	2
1 and 2 family Residential	7	4	3	2	2

**EXHIBIT A-2  
PLANNING SERVICES**

**Scope of Services**

**DEVELOPMENT SERVICES**

WILLDAN will provide staff as needed to provide for the application of the Town of Tusayan's planning and zoning element of the Community Development office. These services, in part, include:

**I. PLANNING SERVICES**

As the Community Planner Willdan will;

- a. Assist with the plan review of all development projects within the community
- b. Administer all zoning codes, to include, but not limited to processing variances, temporary use permits, conditional use permits, rezoning, general plan amendments, Design review applications, land divisions, etc
- c. Maintain and or prepare revisions to the subdivision ordinance and zoning Ordinances and General Plan to assure compatibility with the town of Tusayan's goals and Visions
- d. Willdan as Community Planner will advise the Town on planning approvals that are administrative and may be approved by the Town Manager.
- e. Serve as the Community Planner.

The Town planner will work closely with the private sector in developing projects that are suitable for the Town and are compatible with the sensitive environmental lands surrounding the Community. This includes working with the National Park Service, US Forestry Service, ADOT, and Grand Canyon National Park.

The community Planner will assist and guide the development of community facilities including parks and other multi use projects. Willdan will coordinate all aspects of community facilities to ensure that the design meets the Town's needs and community vision from site development, access, parking usability, and accessory facilities such as restrooms, security lighting and CPTED.

In addition to the two defined scopes of service Willdan will provide additional services as requested by the Town to assure the efficient and accurate application of those provisions of the Town Code related to the growth and development of the Community.

WILLDAN shall have the protection from liability afforded by the applicable Code to the maximum extent permitted by law when WILLDAN is acting pursuant to the provisions of such Code. This provision is not intended and shall not operate in any way to increase the Town's liability or to decrease its lawful immunity from liability.

**II. MISCELLANEOUS SERVICES**

WILLDAN shall, when requested and Authorized by the Town, perform such additional functions as requested.

WILLDAN shall have the protection from liability afforded by applicable Code to the maximum extent permitted by law when WILLDAN is acting pursuant to the provisions of such section outlined in Exhibit A - Scope of Services. This provision is not intended and shall not operate in any way to increase Agency's liability or to decrease its lawful immunity from liability.

**Exhibit B-2**

**COMPENSATION**

**COMPENSATION**

For Planning Services as defined in Exhibit A-2 Willdan shall be compensated for the following services as stated in Schedule (A).

- a. Assist with the plan review of all development projects within the community:
- b. Administer all zoning codes:
- c. Maintain and or prepare subdivision ordinance and zoning codes:
- d. Serve as the Community Planner: Hourly as identified in Schedule (A)
- e. Other services as requested by the Town of Tusayan:
- f. Attendance as requested for planning and zoning, Board of adjustment, council, community work group, other meetings as requested.
- g. For the processing of; Variances, Temporary use, Conditional use, and other permits and applications as may be developed: Ninety percent (90%) of the then current fees for the specified scope. \$800.00

**IV – Cost of Services**

**Schedule (A)**

Classification	Hourly Rates
Division Manager I & II .....	\$150.00
Principal Planner .....	\$115.00
Senior Planner .....	\$100.00
Associate Planner .....	\$80.00
Assistant Planner .....	\$75.00
Assistant Planner .....	\$65.00
Planning Tech .....	\$60.00
Assist with the plan review of all development projects within the community.....	included in building plan review fees
Administer all zoning codes.....	\$115.00
Maintain and or prepare subdivision ordinance and zoning codes.....	Fees to be negotiated
Serve as the Community Planner.....	\$115.00
Other services as requested by the Town of Tusayan.....	Fees to be negotiated
Attendance as requested for planning and zoning, Board of adjustment, council, community work group and other meetings as requested.....	\$800.00
For the processing of; Variances, Temporary use, Conditional use, and other permits and applications as may be developed. ....	% 90 of the then current fees for the specified scope

Additional billing classifications may be added as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.25 times the standard hourly rates including Saturdays. Sundays and holidays will be charged at 1.70 times the standard hourly rates. Subconsultants will be charged with 10 percent markup of their current rate schedule. Direct expenses will be charged at cost plus 10 percent. Per diem, cell phone, and travel expenses will not be charged as a billable expense.

**COLLECTION OF FEES**

All fees for the services identified herein shall be collected by the Town of Tusayan. Willdan will submit invoices to the Town on or before the 10<sup>th</sup> day of each month for the previous month's activities. The invoices submitted to the Town for payment shall describe the service provided with sufficient clarity, and supporting documentation as may be available, to warrant payment.

The activities identified on the invoicing shall be categorized to assist the Town in identifying the budgeting category for deposits and the revenue sources for payment. Willdan will assist the City in setting up these numbers to be consistent with previous billings.

ITEM NO. 8G

# INTERGOVERNMENTAL AGREEMENT

By and between  
**COCONINO COUNTY**

And  
**THE TOWN OF TUSAYAN, ARIZONA**

This Intergovernmental Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between **COCONINO COUNTY** (by and through the Coconino County Board of Supervisors), hereinafter referred to as the County and the **TOWN OF TUSAYAN** (by and through the Town Council of Tusayan) hereinafter referred to as Tusayan, for the provision of contracted services pursuant to A.R.S. 11-952 et seq.

Whereas, the **County** is political subdivision of the State of Arizona, which is authorized to offer Animal Management Services;

Whereas, ARS 11-1005 requires the County to enforce provisions to control animals;

Whereas, all parties are authorized to enter into this Agreement pursuant to A.R.S. 11-952 and A.R.S. 15-342(13);

Now therefore, in consideration of the mutual agreements set forth, the parties agree as follows:

## 1. Purpose

The purpose of this Agreement is to build a partnership between the County and Tusayan to provide animal management services which includes responding to dogs at large, barking dogs, injured stray animals, animal cruelty and rabies issues. This agreement sets forth the commitment of services to be provided by each of the parties to accomplish this purpose.

## 2. Term

This Agreement shall commence \_\_\_\_\_ and shall be effective for the duration of one fiscal year ending on June 31, 2015. This Agreement shall terminate on June 31, 2015 unless the parties enter into a written agreement to extend this Agreement for another fiscal year.

## 3. Termination

This Agreement may be terminated by either party upon sixty (30) days written notice to the other party. In the event of termination, all property purchased under this Agreement shall be returned to the purchasing party.

## 4. Special Provisions

### A. Obligations of Tusayan:

1. Tusayan agrees to adopt the County Dog at Large Ordinance and Barking Dog Ordinance.

**B. Obligations of County:**

1. Provide animal management services to Tusayan.
2. Scope of Services:
  - Respond to dog(s) at large complaints and transport to the County contracted shelter in Flagstaff, Arizona when needed.
  - Investigate barking dog complaints.
  - Transport injured stray animals to Flagstaff for veterinarian care if required.
  - Investigate potential rabid animal claims, human exposure to rabid animals and domestic animal exposures to rabid animals. Monitor 10, 45 and 180 day quarantines set in place by Arizona Department of Health Services.
  - Manage bite cases (humans bitten by domestic animals) and oversee the animal quarantines.
  - Provide 6 routine patrols, predominantly in the summer months.
  - Provisions of these services are contiguous on the availability of these resources.

**5. Financing**

- A. Tusayan agrees to pay the County \$2400 in full upon approval of this agreement.
- B. Payment obligations under this agreement are conditioned upon the availability of funds appropriated or allocated by the governing body. If funds are not allocated and available for continuing this Agreement, this Agreement may be terminated in accordance with Section 3. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**6. Cancellation for Conflict of Interest**

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

**7. Non-discrimination**

Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**8. Mutual indemnification**

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

**9. Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona

**10. Arbitration**

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 and 12-133 except as may be required by other applicable statutes.

**11. Certification of Contracting Agencies:**

**Attorney Approval:**

This Agreement has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who had determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

COCONINO COUNTY PUBLIC  
HEALTH SERVICES DISTRICT

TOWN OF TUSAYAN

\_\_\_\_\_  
Matthew G. Ryan, Chairman

\_\_\_\_\_  
Will Wright  
Town Manager

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

STATE OF ARIZONA    )  
                                  )ss.  
District of \_\_\_\_\_)  
SUBSCRIBED and sworn to before me  
by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_,  
on this \_\_\_\_ day of \_\_\_\_\_,  
2014.

Approved as to form:

\_\_\_\_\_  
Attorney for Town of Tusayan

\_\_\_\_\_  
Notary Public

My Commission Expires  
  
\_\_\_\_\_

\_\_\_\_\_  
Coconino County Attorney or Deputy Attorney

ITEM NO. 9A

**MEMORANDUM – Value & Quality Assurance, Org 8999**

TO: Steve Monroe, P.E. Sr. Resident Engineer

FROM: Rod Stanger, Landscape Architect

DATE: July 14, 2014

RE: H728701C & H783201C  
SR64 MP 235 TUSAYAN ENHANCEMENT PROJECT  
Final Landscape Inspection

---

**Attendees:**

Rod Stanger – ADOT, Tony Jaramillo – ADOT, Shane Parris – ADOT, Felip Gutierrez – Land-Tech, Eugene Barrcrz – Land –Tech, Tim Stine – Town of Tusayan. Will Wright – Town of Tusayan

A **Final** Landscape inspection for the above project was completed on July 11<sup>th</sup>, 2014. This project was constructed with irrigation components and Landscape plantings maintained in an acceptable manner.

**Per Change Order #4 One month of Establishment period after planting was provided for plant establishment prior to final acceptance.**

- **Achillea millefolium (Yarrow) on both North and South roundabouts have been pulled out by Elk. City maintenance crew members and Land-tech personnel have replanted, all plant material was approved upon final inspection.**
- **Land-Tech personnel have been working with Town of Tusayan maintenance to make sure all irrigation components have been repaired and are in working order. Tim Stine (Town of Tusayan Maintenance) and Felip Gutierrez (Land-Tech Foreman) went through the irrigation controller and made sure that all zones are working . The Town of Tusayan has requested that Land-Tech provide a “parts list” of irrigation components.**
- **Irrigation controller key was handed over to Tim Stine (Town of Tusayan Maintenance). All irrigation items have been approved upon final inspection.**

ITEM NO. 9D

# TOWN OF TUSAYAN

at the entrance to Grand Canyon National Park

---

July 16, 2014

Mayor Greg Bryan  
Town of Tusayan  
845 Mustang Drive  
Tusayan, AZ 86023

Dear Mayor Bryan:

You are hereby notified that the petitions for Initiative Number I-2014-01, which were originally submitted for filing in this office on July 3, 2014, have been reviewed as required by ARS 19-208.01 and 19-121.01.

A minimum of 25 valid signatures were required by the Constitution to place the initiative on the ballot. Based on the Town Clerk and County Recorder certifications, the number of signatures has been determined to be adequate to place the initiative on the ballot, therefore, no more signatures need be checked and the initiative shall be placed on the ballot in the manner provided by law. The number of valid signatures is 36.

Sincerely,



Melissa M. Drake  
Town Clerk

Enclosures:

Initiative I-2014-01, Town Clerk's Receipt, Coconino County Recorder's Certification

C: Tusayan Town Council, Town Manager, Town Attorneys

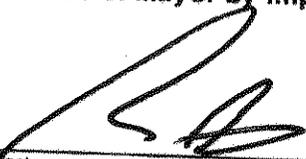
APPLICATION FOR INITIATIVE OR REFERENDUM PETITION SERIAL NUMBER

TO: CITY/TOWN CLERK

The undersigned intends to circulate and file an INITIATIVE or a REFERENDUM (circle the appropriate word) petition and hereby makes application for the issuance of an official serial number to be printed in the lower right-hand corner of each side of each signature sheet of such petition. Pursuant to Arizona Revised Statutes § 19-111, attached hereto is the full text, in no less than eight point type, of the MEASURE or CONSTITUTIONAL AMENDMENT (circle appropriate word) intended to be INITIATED or REFERRED (circle appropriate word) at the next general election.

**SUMMARY:** A description of no more than one hundred words of the principal provisions of the proposed law, constitutional amendment or measure that will appear in no less than eight point type on the face of each petition signature sheet to be circulated.

This measure provides that the Mayor for the Town of Tusayan shall be directly elected by the electors of the Town rather than selected by the Common Council. It also creates a two-year term limit and sets forth other limitations for seeking election for the office of Mayor of their choosing and hold their elected officials accountable. It will also ensure fairness and open competition in the election for the Office of Mayor by imposing certain limitations on incumbents and candidates.

  
 Signature of Applicant  
**Robert D Baldosky**  
 Printed Name of Applicant  
**Po Box 3118**  
 Address  
**Tusayan, Az. 86023**  
 City State Zip  
**928 607-4597**  
 Telephone Number

<sup>DB</sup>  
**Committee For Direct Election Of The Mayor**  
 Name of Organization (if any) **IN SUPPORT I-2014-01**  
**Po Box 3118**  
 Address  
**Tusayan, AZ. 86023**  
 City State Zip  
**928 607-4597**  
 Telephone Number  
**Robert D Baldosky / Chairman**  
 Name of Officer and Title  
**Po Box 3118**  
 Address  
**Tusayan, AZ. 86023**  
 City State Zip  
**928 607-4597**  
 Telephone Number  
**Jamie Lyn Baldosky / Treasurer**  
 Name of Officer and Title  
**Po Box 3118**  
 Address  
**Tusayan, AZ. 86023**  
 City State Zip  
**928 607-4296**  
 Telephone Number

Date of Application	7/2/2014
Signatures Required	25
Deadline for Filing	7/3/2014 5PM
Serial Number Issued	I-2014-01
FOR OFFICE USE ONLY	

RECEIVED  
 JUL 02 2014

BY: MMD  
 AMENDED 7/3/14 9:20AM  
 MMD

**AN INITIATIVE MEASURE**

ENACTING AN ORDINANCE TO PROVIDE FOR THE DIRECT ELECTION OF THE MAYOR OF THE TOWN OF TUSAYAN BY THE ELECTORS RATHER THAN SELECTION OF THE MAYOR BY THE COMMON COUNCIL; SETTING TERM LIMIT FOR OFFICE OF MAYOR; SETTING FORTH LIMITATIONS ON INCUMBENTS SEEKING TO RUN FOR THE OFFICE OF MAYOR; PROHIBITING RUNNING FOR MAYOR AND COUNCIL AT SAME TIME

**TEXT OF THE PROPOSED ORDINANCE**

Be it enacted by the People of the Town of Tusayan:

**1. OFFICE OF MAYOR.**

- A. ELECTION. BEGINNING WITH THE FIRST REGULAR ELECTION FOR TOWN COUNCIL AFTER THE PASSAGE OF THIS MEASURE OR AT A SPECIAL ELECTION THAT SHALL BE CALLED IN THE EVENT OF A VACANCY ON THE COUNCIL, WHICHEVER OCCURS FIRST, THE MAYOR OF THE TOWN OF TUSAYAN SHALL BE DIRECTLY ELECTED BY THE QUALIFIED ELECTORS OF THE TOWN.**
- B. TERM. THE TERM OF OFFICE OF THE MAYOR SHALL BE TWO (2) YEARS OR UNTIL A SUCCESSOR IS ELECTED AND SWORN-IN.**
- C. LIMITATION ON FILING FOR ELECTION BY INCUMBENT. EXCEPT DURING THE FINAL YEAR OF THE TERM BEING SERVED, AN INCUMBENT COUNCIL MEMBER MAY NOT FILE FOR ELECTION FOR THE OFFICE OF MAYOR UNLESS THE INCUMBENT FORMALLY RESIGNS FROM ELECTED OFFICE. ONCE AN INCUMBENT FORMALLY RESIGNS FROM ELECTED OFFICE, THE OFFICE IS DECLARED VACANT.**
- D. LIMITATION ON RUNNING FOR MULTIPLE OFFICES. A PERSON MAY NOT RUN FOR TOWN COUNCIL AND THE OFFICE OF MAYOR AT THE SAME TIME.**

**RECEIVED**  
JUL 02 2014  
BY: MMO



**Coconino County ARIZONA**  
**Elections Department**

I, Patty Hansen, Recorder for the county of Coconino, Arizona, do hereby certify that I received photocopies of 1-2014-01 petition signature sheets containing 2 signatures selected as a random sample. The selected signatures were compared with those on file in the voter registration records of this office and the results are as follows:

- 2 - Total signatures submitted
- 2 - Voters registered at the time of signing (R)

0 signers included in the random sample were found not to be qualified electors at the time of signing the petition.

\_\_\_\_\_  
Patty Hansen, Recorder  
Coconino County, Arizona

7-11-14  
Date

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

---

## - Receipt -

I, Melissa M. Drake, Town Clerk for the Town of Tusayan, Arizona do hereby acknowledge the following:

On July 3, 2014, 3 petitions containing 37 signatures were filed in the Office of the Tusayan Town Clerk by the Committee for Direct Election of the Mayor in Support of I-2014-01 political action committee.

Committee Contact Information: Committee for Direct Election of the Mayor in Support of I-2014-01  
Committee Address: PO Box 3118, Tusayan, AZ 86023  
Committee Chair: Robert Baldosky  
Committee Treasurer: Jami Lyn Baldosky

Pursuant to ARS # 19-208.01 and 19-121.01A, the petitions were reviewed and none of the three (3) signature pages bearing thirty-seven (37) signatures for initiative petition serial number I-2014-01 have been refused for filing in this office. A total of one (1) signature included on the petition sheets was found to be ineligible.

A random sample of two (2) signatures was selected by the Arizona Secretary of State's Office. A total of zero (0) signatures were invalidated by the Coconino County Recorder's Office resulting in a failure rate of zero (0) per cent.

The number of remaining valid signatures filed with this petition (36) for such initiative petition number I-2014-01, based on the random sample, appears to be at least one hundred percent (100%) of the minimum (25) required by the constitution to place a measure on the election ballot.

Dated this 16<sup>th</sup> day of July, 2014

*Melissa M. Drake*

Melissa M. Drake, Town Clerk  
Town of Tusayan  
SENT VIA US MAIL and E-MAIL



**ITEM NO. 10**

Manager's Report  
July 23, 2014

- I. ADMINISTRATION:
  - a) Cristina Cartin is the town's new bookkeeper and she'll be introduced to Council tonight;
  - b) Staff attempted to hire seasonal laborers at \$8/hour to perform maintenance work with marginal success as only one initially came on board and only worked sporadically. I would like to hire a laborer to help Tim with bigger projects such as sidewalks around the town hall, park improvements, etc.
- II. ADOT – Staff did walk through of shuttle bus stops and landscaping/sprinkler system on the 11<sup>th</sup> of July with ADOT. I've attached a letter from ADOT that essentially turns everything over to the town for maintenance purposes. Staff has submitted encroachment permits for both the flags and flashing lights crosswalk improvements, but has not heard back as of today. I'll call Warren of ADOT to see where these requests are in their system. We also put in ROW encroachment permit requests for the sign to hold the service organizations signs and the gateway community sign for the Arizona Trail. Further, staff plans to submit one for the sidewalk extension to connect to FS 302 road, which will have to go out to bid.
- III. AIRS – This project is waiting for the Fire District to determine the technical viability of the AIRS program in Tusayan, which will improve emergency communications in this area.
- IV. BROADBAND – Apparently, GovNET has not been responsive to ADOT requests regarding their efforts to place a tower at the airport and doesn't appear to be moving forward at this point.
- V. BUDGET – Council is scheduled to adopt the final budget for FY2014-15 on June 25, 2014.
- VI. CDBG – Council selected Woodson Engineering at their June 25<sup>th</sup> meeting and will consider the agreement at their July 23<sup>rd</sup> meeting.
- VII. COMMUNITY PARK – Woodson will present a single bid proposal for the CDBG project of the restroom at the park at the July 23<sup>rd</sup> Council meeting and will work with staff on putting the design and build work proposal out for the dirt work for the sports fields.
- VIII. COUNCIL FOLLOWUP:
  - a) Coconino County Health Department indicated they'd get the town a draft IGA for animal control services for the town's review and input then they'd take this to the Board and Council for their signatures at a future meeting;
- IX. DEVELOPMENT/P&Z MEETING – Council reappointed four of the P&Z Commission to additional service and will interview John Schoppmann at their July 23<sup>rd</sup> meeting for the remaining two year seat on the Commission.
- X. DRAINAGE – J2 Engineering sent their comprehensive drainage report (161 pages) on June 4<sup>th</sup> and I've sent it out to members of the Council. Jeff of J2 said he'd be available for the July 23<sup>rd</sup> meeting to present this report to the town.

- XI. ELECTIONS – The Home Rule election is scheduled at the Primary date of August 26, 2014 and there were no arguments for or against this matter received before the deadline. We are working with Bill Doyle and Coconino County to put together necessary informational pamphlet for this election. Three members of the Council are up for re-election this year and have officially filed all the necessary documents, along with Becky Wirth. An initiative was received to have the mayor elected directly by the people with other conditions that will be on the ballot in the General Election on November 4, 2014.
- XII. MUNICIPAL CODE – Staff continues to work through the process of putting municipal code information together for the Council to review, including putting all the codes approved to date into a binder for the members of the Council. This has proven more difficult than anticipated since some of the adopted codes were not put into final approved format. Staff should have some information at the July 23<sup>rd</sup> Council meeting.
- XIII. PUBLIC OUTREACH – Pam Edwards of the GCNP is planning to come to the Council on August 13, 2014 to speak on the shuttle service, which began service on May 15, 2014. Additionally, the Mayor and I met with Mike Williams, Kaibab Forest Superintendent and a couple of regional FS officials about the town's application on July 8<sup>th</sup>.
- XIV. STILO – The Amendment to the Pre-Annexation Development Agreement (PADA) with Stilo was passed by the Council in their January 22, 2014 meeting and the final execution of agreements, deeds, et cetera was completed with the town having the deed to its first twenty (20) acres at Kotzin Ranch. Town and Stilo officials met again with FS representatives on June 5<sup>th</sup> to follow up on their discussion on April 9<sup>th</sup> with Forest Service representatives regarding the town's application to obtain access and placement of utilities to the proposed Kotzin Ranch subdivision that crosses FS land. The FS accepted this application and has thirty days in which to review it and formally accept it, which they indicated in the July 8<sup>th</sup> meeting that the application was now formally accepted by the Forest Service.