

## AGENDA

### TUSAYAN TOWN COUNCIL REGULAR MEETING

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

Wednesday, February 15, 2017 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 public that the Tusayan Town Council will hold a meeting open to the public on Wednesday, February 15, 2017 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. MOMENT OF SILENCE

#### 3. ROLL CALL *One or two Council Members may attend by telephone*

**MAYOR CRAIG SANDERSON**  
**VICE MAYOR BECKY WIRTH**

**COUNCILOR AL MONTOYA**  
**COUNCILOR JOHN RUETER**  
**COUNCILOR JOHN SCHOPPMANN**

#### 4. 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. 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. Comments will be limited to three minutes per person.*

#### 5. CEREMONIAL AND/OR INFORMATIONAL MATTERS

**Introduction of newly elected Sheriff Jim Driscoll and update from Coconino County Sheriff's Department**

#### 6. 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. Accounts Payable Billings**

**B. Minutes of the Town Council Meeting on 2/1/17 and Council Retreat on 2/7/17**

#### 7. ACTION ITEMS

**A. Consideration, discussion, and possible approval of contract award to WestLand Resources, Inc, in the amount of \$86,000 to provide deliverables concerning the development of housing at the Town owned 20 acres of land, at Ten X Ranch**

**B. Consideration, discussion, and possible approval of 2017 Town goals, as established during the February 7, 2017 Town Council Retreat**

**8. DISCUSSION ITEMS**

**A. Discussion of Community Wellness meeting issues**

**B. Discussion of internet operation options**

**C. Discussion of Sports Complex and Work Group**

**9. REPORTS**

**A. Town Manager**

- i. Update on the Planning and Zoning Commission**
- ii. Update of Administrative actions and issues**

**B. Council Members**

**C. Mayor**

**10. FUTURE AGENDA ITEMS**

**11. 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 February 2017, at \_\_\_\_\_ am / pm in accordance with the statement filed by the Tusayan Town Council.

\_\_\_\_\_  
Signature of person posting the agenda

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# ITEM 5

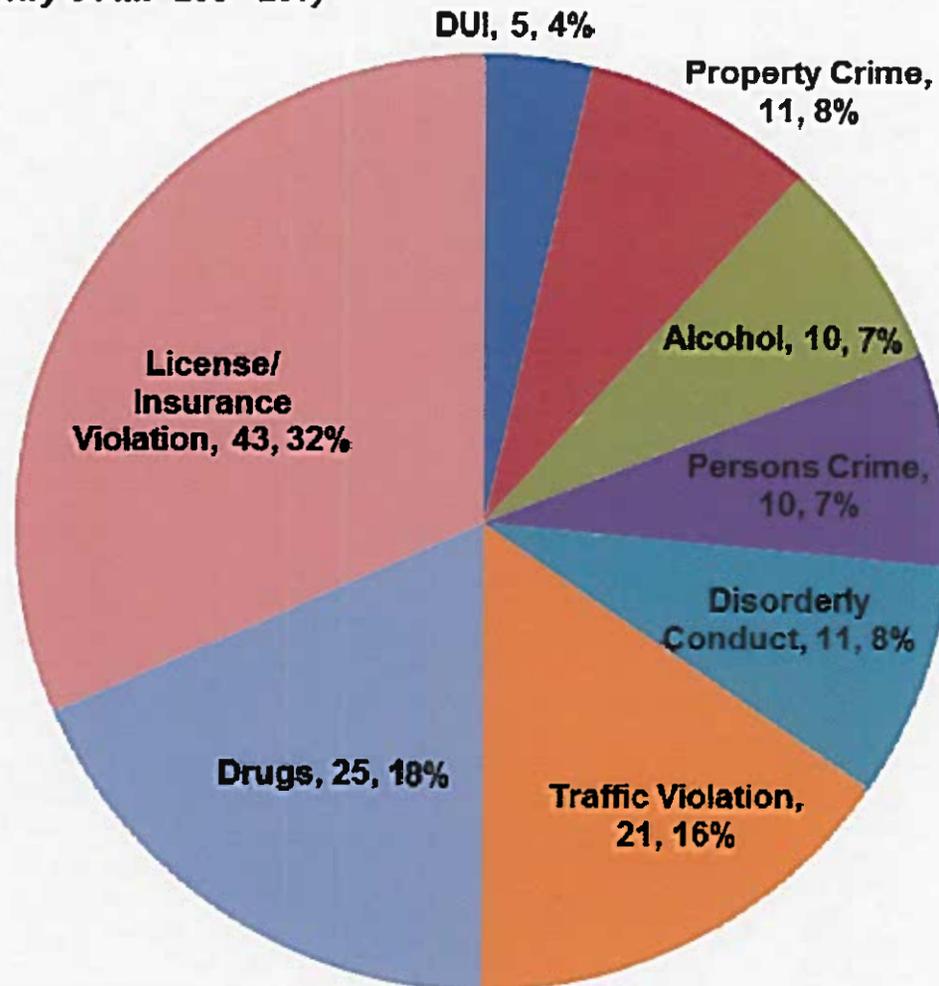
**Tusayan Citizen Request Calls for Service**  
**Jan 2016 - Dec 2016**

■ Drug/Alcohol 3, <1%

**Tusayan Reports (Top Charge)**

**Tusayan Citations (Top Charge)**  
**Jan 2016 - Dec 2016**

*(Includes Hwy 64 MP 233 - 237)*



# ITEM 6B

## **TUSAYAN TOWN COUNCIL REGULAR MEETING**

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

Wednesday, February 1, 2017 at 6:00pm

TUSAYAN TOWN HALL BUILDING

845 Mustang Drive, Tusayan Arizona

### **TOWN COUNCIL SUMMARIZED MINUTES**

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

Mayor Sanderson called the meeting to order at 6:06pm and the Pledge of Allegiance was recited.

#### **2. MOMENT OF SILENCE**

Mayor Sanderson asked for a moment of silence.

#### **3. ROLL CALL**

**MAYOR CRAIG SANDERSON**  
**VICE MAYOR BECKY WIRTH** – via phone  
**COUNCILOR AL MONTOYA**  
**COUNCILOR JOHN RUETER** – excused  
**COUNCILOR JOHN SCHOPPMANN** – excused

Also present were: Eric Duthie, Town Manager  
Melissa M. Drake, Town Clerk

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

None

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

None

#### **6. PUBLIC HEARING ON LIQUOR LICENSE APPLICATIONS FOR GRAND CANYON SQUIRE INN**

Mayor Sanderson opened the Public Hearing and asked for comments. There were none

- A. Agent Change and Acquisition of Control for Beer and Wine Bar**
- B. Agent Change and Acquisition of Control for Beer and Wine Store**
- C. Agent Change and Acquisition of Control for Hotel/Motel with Restaurant**

Mayor Sanderson closed the Public Hearing.

## **7. CONSENT AGENDA**

### **A. Accounts Payable Billings**

### **B. Minutes of the Town Council Meeting on 1/18/17**

Councilor Montoya made a motion to approve the Consent Agenda. Mayor Sanderson seconded the motion and it passed on unanimous vote.

## **8. ACTION ITEMS**

### **A. Consideration, discussion, and possible recommendation of approval or disapproval to the Arizona State Department of Liquor Licenses and Control of Liquor License applications for Grand Canyon Squire Inn**

Manager Duthie stated that the Public Hearing was posted appropriately and that a representative from the Squire Inn was present. David Chavez, General Manager of the Grand Canyon Squire Inn, stated that the changes were required due to the death of one of the owners and the change in General Manager.

The Council discussed the changes with David Chavez.

#### **i. Agent Change and Acquisition of Control for Beer and Wine Bar**

Councilor Montoya made a motion to recommend approval to the Arizona State Department of Liquor Licenses and Control of Liquor License of the application for Grand Canyon Squire Inn for Beer and Wine Bar. Vice Mayor Wirth seconded the motion and it passed on unanimous vote.

#### **ii. Agent Change and Acquisition of Control for Beer and Wine Store**

Councilor Montoya made a motion to recommend approval to the Arizona State Department of Liquor Licenses and Control of Liquor License of the application for Grand Canyon Squire Inn for Beer and Wine Store. Vice Mayor Wirth seconded the motion and it passed on unanimous vote.

#### **iii. Agent Change and Acquisition of Control for Hotel/Motel with Restaurant**

Councilor Montoya made a motion to recommend approval to the Arizona State Department of Liquor Licenses and Control of Liquor License of the application for Grand Canyon Squire Inn for Hotel/Motel with Restaurant. Vice Mayor Wirth seconded the motion and it passed on unanimous vote.

### **B. Consideration, discussion, and possible approval of reinvestment of Certificates of Deposit consistent with Council directive and strategic financial plan; Follow-up report of inquiries from 1-18-17 Council meeting concerning reinvestments**

Manager Duthie stated that he is revisiting this item since there were questions in the last meeting. He stated that Aaron Bonck, broker with Time Value Investments (TVI), is available by phone to answer all questions.

Mr. Bonck joined the meeting by phone.

The Council discussed statements regarding investment accounts and negative numbers which were listed. Mr. Bonck stated that the negative number reflects what would have been a loss if the Certificates of Deposit (CDs) had been sold on the date of the statement. As long as the CDs are held until maturity, there are no losses, only gains.

The Council discussed current investments, fees, and the strategy for continuing investments with Mr. Bonck.

Councilor Montoya made a motion to approve reinvestment of Certificates of Deposit consistent with Council directive and the strategic financial plan. Vice Mayor Wirth seconded the motion and it passed on unanimous vote.

**C. Consideration, discussion, and possible approval of Northern Arizona Council of Governments (NACOG) Comprehensive Economic Development Strategy District Projects, Goals and Priorities for the Town of Tusayan for FY17**

Manager Duthie stated that the list of projects, goals, and priorities was in the packet. This is a list of projects or possible projects for which NACOG members may request federal funds. He reviewed the projects on the list for Tusayan and recommended that the Town continue with the existing list and to prioritize it.

The Council prioritized the list and added trails development to it.

Councilor Montoya made a motion to approve of Northern Arizona Council of Governments (NACOG) Comprehensive Economic Development Strategy District Projects, Goals and Priorities for the Town of Tusayan for FY17. Mayor Sanderson seconded the motion and it passed on unanimous vote.

**9. DISCUSSION ITEMS**

**A. Discussion follow-up report of inquiries from 1-18-17 Council meeting concerning Town Hall carpet replacement**

Manager Duthie noted that calculations of price per square foot in the last meeting were incorrect and the actual price for carpet material is less than previously discussed. The Council discussed the proposal with Manager Duthie.

**B. Discussion of Highway 64 crosswalk improvement options**

Manager Duthie stated that talks have been on-going with the vendor who provided the current crosswalk improvements regarding additional options. The Council discussed this with Manager Duthie. He stated that Arizona Department of Transportation (ADOT) is not in favor of certain signs and recessed lighting in the road but has not yet denied requests for these additional safety improvements. He stated that he has discussed issues of liability with ADOT.

Don Curnutt, from Grand Canyon National Park (GCNP), stated that there are advantages to having common signage between Tusayan and GCNP.

**C. Discussion of housing development on town owned property at Ten X Ranch**

Manager Duthie stated that the federal 501c(3) application for the Grand Canyon Housing Foundation has been resubmitted to the IRS. Additional discussion will be conducted at the Council retreat.

**D. Discussion of Community Wellness meeting issues**

Manager Duthie stated that the meeting today was cancelled.

**E. Discussion of internet operation options**

Will be discussed at the retreat

**F. Discussion of Sports Complex and Work Group**

Manager Duthie stated that the Work Group will be meeting tomorrow morning. He hopes to have the ball fields in use this summer.

The access road easement realignment is on the agenda for the School Board for next week.

**10. REPORTS**

**A. Town Manager**

**i. Update on the Planning and Zoning Commission**

There are some construction items that will be coming forward soon. He stated that he has invited the Planning and Zoning Commission to the Council retreat for lunch and a short discussion about the direction of the town.

**ii. Update of Administrative actions and issues**

Manager Duthie deferred this report until the retreat and the next Council meeting. He noted a draft outline for the retreat at the Council desks.

**B. Council Members**

None

**C. Mayor**

Mayor Sanderson stated that he attended the Annual Chamber Luncheon and is impressed with the team representing the area. He stated that the focus is to increase winter visitation.

He also attended an interesting presentation from the Grand Canyon Trust regarding water in the region.



**TUSAYAN TOWN COUNCIL RETREAT**

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

Wednesday, February 7, 2017 at 8:00am

THUNDERBIRD ROOM

Thunderbird Lodge, Grand Canyon National Park, Arizona

**TOWN COUNCIL SUMMARIZED MINUTES**

**1. BREAKFAST**

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

Mayor Sanderson called the meeting to order at 8:54am and the Pledge of Allegiance was recited.

**2. MOMENT OF SILENCE**

Mayor Sanderson asked for a moment of silence.

**3. ROLL CALL**

**MAYOR CRAIG SANDERSON  
VICE MAYOR BECKY WIRTH  
COUNCILOR AL MONTOYA  
COUNCILOR JOHN RUETER  
COUNCILOR JOHN SCHOPPMANN**

Also present were:

Eric Duthie, Town Manager  
Melissa M. Drake, Town Clerk  
Kristin Mackin, Town Attorney

**4. DISCUSSION AND PLANNING SESSION FOR CALENDAR YEAR 2017**

The Council discussed the following items:

- a. 2016 Goals Review
  - i. Housing
  - ii. Sports Complex
  - iii. Broadband
  - iv. Public Safety
  - v. Utility Relief
  - vi. Detention Basins
  - vii. Finance
  
- b. Housing Discussion

**The following members of the Planning and Zoning Commission joined the meeting at noon for lunch and discussion:**

**Chair Rob Gossard  
Vice Chair Janet Rosener  
Commissioner Anavon Harris**



# ITEM 7A



December 23, 2016

Mr. Eric Duthie  
TOWN MANAGER, TOWN OF TUSAYAN  
845 Mustang Drive  
Tusayan, Arizona 86023

**Re: TUSAYAN LAND DEVELOPMENT PLANNING  
WESTLAND PROPOSAL NO. P9497.16**

Dear Mr. Duthie:

WestLand Resources Inc. (WestLand) is pleased to provide this proposal to the Town of Tusayan (Client) for engineering and planning services for a single family development on approximately 20 acres located approximately three miles east of Highway 64 along Forest Road 302 in the Town of Tusayan (Town), Coconino County.

WestLand understands that the project will ultimately involve the permitting and design of subdivision improvements, preliminary and final plat, water storage system, water pumping and distribution system, wastewater collection system, wastewater treatment and disposal system, and power generation utilities to service the residential units that will be located on the property. Based on information provided by the Client, it is their intent to build as many single family residents that can fit on the 20-acre parcel, not to exceed 70 units; however, due to site constraints such as water storage and pumping, wastewater treatment and disposal, power generation, stormwater conveyance, and other onsite infrastructure the desired lot yield may not be obtainable.

It is the intent of this proposal to evaluate site conditions and provide concepts to address stormwater conveyance through the site, type of wastewater treatment and disposal system, water storage and pumping system, and power generation for the project. This proposal will also evaluate layout configuration and provide a recommendation on final lot yield.

WestLand consulted with the Client regarding design review submittal for this potential development and it was determined that WestLand will attend the Town Council meeting on January 18<sup>th</sup> prior to performing scope of services below.

WestLand proposes to provide the following scope of services.

## **SCOPE OF SERVICES**

### **PHASE I – TOPOGRAPHIC SURVEY**

#### **TASK 1 – BOUNDARY AND TOPOGRAPHIC SURVEY**

WestLand shall provide a boundary and topographic survey of the parcel consisting of approximately 20 acres. An additional topographic survey will be performed for specific areas surrounding project site, consisting of approximately 22 additional acres. Additional survey area limits to be determined based on needs of hydraulic analysis and design condition modeling as part of **Phase II**. Survey measurements shall be suitable for a 1-foot contour interval map. Survey will be tied to known USGS benchmark and to existing 5 property corners of the 20-acre parcel.

WestLand shall provide locations of existing improvements within the survey area including roads, culverts, fences corrals, and structures.

#### **TASK 2 – TREE CANOPY**

WestLand shall provide an on the ground tree count whereby WestLand shall locate and tabulate trees of a diameter at breast height of greater than 6 inches.

### **PHASE II – FLOODPLAIN DELINEATION AND CONCEPTUAL CHANNELIZATION**

The site is located at the confluence of Coconino Wash and an unnamed tributary east of Tusayan, Arizona. The intent of this Phase is to verify the hydrologic analyses previously performed for the Town of Tusayan by J2 Engineering & Environmental Design (J2) as well as define the existing floodplain within the project area and develop design alternatives to optimize the developable area within the site. WestLand shall engage J2 to provide the **Phase II** services listed below.

#### **TASK 1 – HYDROLOGIC ANALYSIS**

J2 shall review existing engineering studies to determine the appropriate design discharge to be utilized for the project area. They will verify the studies based on regression equations, existing HEC-1/HEC-HMS models, and field observations. They will identify the 10-, 25-, 50-and 100-year peak discharge values for the site. A site investigation to verify the existing condition engineering parameters will be performed as part of this task.

#### **TASK 2 – HYDRAULIC ANALYSIS**

J2 shall develop an existing condition hydraulic model for the project area. The US Army Corps of Engineers HEC-RAS model will be utilized for this task. J2 will develop both 1D and 2D models for the project area.

J2 shall develop a design condition model that optimizes the developable land within the project area. 1D and 20 HEC-RAS models will be developed for this scenario. It is anticipated that the placement of fill will be required in order to optimize the developable land area; however, a CLOMR/LOMR application is not included in this Scope of Services. WestLand will identify the conceptual design with one iteration (refinement) of the conceptual design.

### **TASK 3 – REPORT PREPARATION**

An engineering report that documents the assumptions, procedures, and methodologies utilized for this phase will be prepared for submittal to the Town.

### **PHASE III – EVALUATION OF AN ONSITE WASTEWATER TREATMENT/DISPOSAL SYSTEM**

It is the intent of this Phase to evaluate site conditions and provide alternatives for the type of wastewater treatment and disposal system that would be functional for this project. Specifically, WestLand proposes the following tasks:

#### **TASK 1 – SITE INVESTIGATION**

- Conduct one site visit to determine available treatment and disposal area for a wastewater treatment/disposal system to be designed and constructed on the property. The site visit will analyze the location of the wastewater treatment and disposal system. This proposal assumes that individual residential onsite wastewater treatment systems are not feasible.
- Soil evaluation using the ASTM method based on ADEQ procedures as established in rule R18-9-A310(E). If it is determined that the soil evaluation does not provide adequate design information, percolation testing has been included in this proposal to be subsequently performed.
- Observe a minimum of three backhoe trenches to a minimum depth of 12 feet to confirm that there are no subsurface limiting conditions in the disposal area. If soils cannot be trenched to 12 feet, limiting soil conditions will be noted for alternative disposal options. WestLand will subcontract the backhoe operator as part of this proposal.
- Obtain soil samples in each backhoe trench for each soil strata layer.
- The site investigation will be performed based on procedures outlined in the Arizona Administrative Code (A.A.C.) R18-9-A310 for a Type 4 onsite wastewater treatment facility. This information will support a wastewater treatment system to be permitted and designed under an ADEQ Individual Aquifer Protection Permit (A.C.C. R18-9-Article 2).

It is assumed that all services under this task with the exception of percolation testing, as required, can be performed within a single 10 hour work day. If required, additional days to be provided under a separate agreement.

## **TASK 2 – ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AND PERMITTING ALTERNATIVES**

WestLand will evaluate soil and site conditions determined in **Task 1** and provide wastewater treatment and disposal alternatives based on site conditions. The alternatives will include the potential for phasing based on project development needs. WestLand will evaluate permit requirements for each alternative and provide alternative design suggestions.

Specifically WestLand will provide the following:

- Calculation of daily wastewater flows based on the number of people using the facility and/or the proposed dwelling type according to the A.A.C. and ADEQ rules.
- Analyze peak daily flows, typical daily flows, as well as seasonal fluctuations for flow volume requirements.
- Evaluate design and permitting alternatives for the wastewater treatment and disposal system based on an analysis of siting criteria, including:
  - Soil evaluation based on **Task 1**.
  - Determination of Soil Absorption Rate (i.e. percolation rate) based on ADEQ procedures (**Task 1**).
  - Disposal requirements including backup alternative methods depending on area and design needs.
  - System sizing, nitrogen loading rates for treatment process needs, and climate considerations.
  - Topography (topographic survey of the property provided as part of the **Phase I** task).
  - Required setbacks from property boundaries, flood plain, and watercourses.
  - Separations from limiting conditions such as bedrock and depth to groundwater (based on the Arizona Department of Water Resources data), and saturated soil conditions.
  - Wastewater treatment system alternatives.
  - Wastewater treatment system and disposal system sizing and location requirements.
  - Consider peak power loads amperage/voltage/phases and typical daily/weekly/monthly kilowatt hours.

## **TASK 3 – TECHNICAL MEMORANDUM**

WestLand will prepare a technical memorandum that describes the preliminary findings to permit, design, and construct a wastewater treatment system at the project site. The memorandum will present the findings from **Tasks 1** and **2** for up to three design alternatives allowing the selection of a preferred wastewater treatment and disposal system.

WestLand will prepare an Opinion of Probable Construction Cost (OPCC) for up to three design alternatives included as an appendix to the technical memorandum.

#### **TASK 4 – ADEQ SCOPING MEETING**

WestLand will attend one scoping meeting with ADEQ in Phoenix, Arizona to present the preferred design alternative to verify design criteria and permitting requirements.

### **PHASE IV – EVALUATION AND PLANNING OF WATER INFRASTRUCTURE NEEDS**

#### **TASK 1 – DESIGN CRITERIA**

WestLand will collect data and complete the research necessary to develop the design criteria for the water system. Demand criteria and residency rates will be based on sound engineering practice for similar systems in northern Arizona and will be coordinated with the Town. Unit design flows from the A.A.C. R18-9 may be consulted for daily flows. The design criteria will be summarized in a technical memorandum and will include the following:

- Average day demand
- Peaking factors
- Instantaneous demand
- Residency rate (persons per housing unit)
- Storage sizing criteria
  - WestLand will coordinate with the Town via phone and email to determine the frequency that the tanks will be filled. Typical sizing for tanks is based on storing average day of the peak month plus fire flow.
- Fire suppression storage volume estimate
  - WestLand understands that fire suppression within the subdivision will be provided by sprinkler systems in each home. WestLand will provide an estimate of the flow rate and duration required for the sprinkler systems based on previous projects and the International Fire Code. However, the final flow rate and duration requirement will need to be determined by a fire sprinkler designer.
- Booster station sizing criteria
- Pipeline sizing criteria

#### **TASK 2 – CONCEPTUAL DESIGN**

The conceptual design will be based on an estimated lot count with the following design elements.

- Demand calculations including average day (ADD), peak day (PDD), peak hour (PHD), and instantaneous demands for the subdivision. Demand criteria and residency rates will be based on the Design Criteria Memorandum.
- Infrastructure sizing calculations for the reservoir(s) and booster station.
- Evaluate system redundancy needs such as backup power and multiple tanks.

- Evaluate the potential need for chlorination and/or tank mixing pumps to maintain water quality.
- Preliminary pump selection including motor horsepower, voltage, and phase requirements. This will be provided for the solar power consultant and will also include peak loads and typical daily, weekly, and monthly kilowatt hours required to run the booster station.

WestLand will prepare a conceptual design report stamped by a professional engineer registered in the State of Arizona that discusses the conceptual design elements. Conceptual design report will include a preliminary planning-level cost estimate for the water facility infrastructure including design and construction costs. The cost estimate will exclude operations and maintenance as well as permitting costs. The cost estimate will include the onsite electrical costs but will exclude the costs to provide power to the site. If two conceptual layouts are developed, an OPCC will be provided for each layout. Preliminary schedule with the estimated timeframes for design, permitting, and construction of the water infrastructure will also be included.

### **TASK 3 – CONCEPTUAL LAYOUT**

Based on the design criteria memorandum and conceptual design report, WestLand will prepare a conceptual layout. The conceptual layout will be an 11x17 exhibit showing the footprint of the reservoir, booster station, electrical and control facilities, and adequate space for site access. The exhibit will exclude site grading. Based on the needs identified in the Conceptual Design Report, WestLand may develop two different layouts for the Town to review.

#### **Assumptions and Exclusions:**

- WestLand understands that the Town will be the water provider for the development.
- WestLand excludes any permitting with the Arizona Department of Water Resources regarding water rights to serve the subdivision.

### **PHASE V – ELECTRICITY GENERATION, STORAGE, AND BACKUP COORDINATION**

It is assumed that the Town will select and contract with a solar development entity to provide preliminary system sizing, design and costs related to the development of this project. At the request of the Town, WestLand can provide the name of a solar provider that has worked with WestLand in the past.

### **TASK 1 – SYSTEM NEEDS EVALUATION**

WestLand proposes to coordinate with the Town's selected solar designer to provide anticipated power loads for the conceptual domestic water booster station and for the proposed wastewater treatment alternatives. Determining the power demands for the individual residential units is excluded from this Task as those services are typically performed by the solar system designer.

## **TASK 2 – SITE PLAN COORDINATION**

WestLand is developing a lot layout concept as a part of **Phase VI** of this agreement. WestLand shall work with the Town's solar designer to identify an onsite location for solar collection and storage. Furthermore, WestLand shall coordinate the residential layout and anticipated lot yield once the layout is finalized with the Town.

## **PHASE VI – CONCEPTUAL LOT LAYOUT**

### **TASK 1 – PROJECT MEETING ATTENDANCE**

WestLand proposes to attend up to 4 meetings with the Client to review the progress of the work included in this agreement. These meetings are anticipated to include the following:

- Meeting at Tusayan to be introduced to the Town Council (Two representatives from WestLand).
- One remote attendance meeting utilizing Skype or equivalent screen sharing technology to discuss preliminary recommendations. (Four representative from WestLand – Water system designer, Wastewater designer, Engineer from Flagstaff, Land Development engineer from Tucson).
- One remote attendance meeting utilizing Skype or equivalent screen sharing technology to discuss Town requested revisions to the preliminary recommendations (Four representative from WestLand – Water system designer, Wastewater designer, Engineer from Flagstaff, Land Development engineer from Tucson).
- Meeting at Tusayan to present staff chosen concept layout to the Planning and Zoning Commission (One representative from WestLand).

Any additional efforts will be provided on a time-and-materials (T&M) basis. Per meeting estimates are as follows:

- Additional two hour, remote access Skype meetings can be provided at a fee of \$340.00 per meeting (assumes one representative from WestLand).
- In person meetings located in Tusayan can be provided for a fee of \$750.00 for a single representative from the Flagstaff office or \$2,600 for a single representative from the Tucson office. Additional participants from either office can be provide on a T&M basis per the provided rate table.
- Stated in person per meeting costs assume mileage fees from either office, and a one night hotel stay for Tucson staff.

**TASK 2 – SITE PLAN DEVELOPMENT**

WestLand shall prepare a preliminary lot layout for the 20-acre property that considers the adjacent floodplain and topographic constraints of the project. A 50-foot wide by 100-foot deep minimum lot will be considered for the initial lot layout based on the following information: a 27-foot by 56-foot, 4-bedroom building footprint; a 12-foot parking pad adjacent to the structure; a 20-foot rear yard setback; a 20-foot front yard setback; and a 5-foot side yard setback (10-foot minimum between structures including the parking awning). It is assumed that 2 and 3 bedroom units will be equal to or smaller than the provided 4 bedroom unit. 100-year access considerations and recommendations will be coordinated with J2 as a part of **Phase II** of this agreement. This Task shall also include recommendations for the siting of water, wastewater and solar facilities per the recommendations provided under **Phases III, IV, and V** of this agreement.

Due to the constraint imposed by the existing topography and floodplain, the work under this task will not commence until after the survey tasks under **Phase I** have been completed and the flood plain has been delineated under **Phase II** of this agreement. This task assumed that the Town will have two rounds of minor comments associated with the development of the preliminary site plan for the project. Any additional comments after the second review will be provided under a separate contract for an additional fee. While the Town has the statutory right to build a maximum of 70 lots on this parcel of property WestLand cannot guarantee a minimum lot yield.

**Table 1. Summary of Tasks and Fees**

<b>Task</b>	<b>Fee</b>	<b>Billing</b>
<b>Phase I – Topographic Survey</b>	\$12,000.00	LS
Task 1. Boundary and Topographic Survey		
Task 2. Tree Canopy		
<b>Phase II – Floodplain Delineation and Conceptual Channelization</b>	\$19,000.00	LS
Task 1. Hydrologic Analysis		
Task 2. Hydraulic Analysis		
Task 3. Report Preparation		
<b>Phase III – Evaluation of Onsite Wastewater Treatment/Disposal System</b>	\$19,000.00	LS
Task 1. Site Investigation		
Task 2. Onsite Treatment and Disposal System Design and Permitting Alternatives		
Task 3. Technical Memorandum		
Task 4. ADEQ Scoping Meeting		
<b>Phase IV – Evaluation and Planning of Water Infrastructure Needs</b>	\$18,500.00	LS
Task 1. Design Criteria		
Task 2. Conceptual Design		
Task 3. Conceptual Layout		

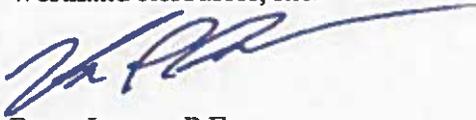
Mr. Eric Duthie  
December 23, 2016  
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<b>Task</b>	<b>Fee</b>	<b>Billing</b>
<b>Phase V – Electricity Generation, Storage, and Backup Coordination</b>	<b>\$1,500.00</b>	<b>LS</b>
Task 1. System Needs Evaluation		
Task 2. Site Plan Coordination		
<b>Phase VI – Conceptual Lot Layout</b>	<b>\$16,000.00</b>	<b>LS</b>
Task 1. Project Meeting Attendance		
Task 2. Site Plan Development		
<b>Total</b>	<b>\$86,000.00</b>	

Should you find the scope of services and fee acceptable, please execute the attached contract and return to our office. Upon receipt, we will provide you with a fully executed copy for your records.

If you have any questions or require additional information, please do not hesitate to call.

Respectfully,  
WestLand Resources, Inc.



Bruce Larson, P.E.  
Principal

BPL:md  
Attachment (s): Contract  
WestLand Resources Rate Sheet

cc:

**CONTRACT FOR PROFESSIONAL SERVICES**  
*Tusayan Land Development Planning*

This Agreement entered into between WestLand Resources, Inc. (WestLand) and Town of Tusayan (CLIENT) authorizes WestLand to complete the work outlined in the Scope of Services described below.

**I. SCOPE OF SERVICES**

WestLand will provide engineering and planning services for a single family development on approximately 20 acres located approximately three miles east of Highway 64 along Forest Road 302 in the Town of Tusayan (Town), Coconino County.

WestLand understands that the project will ultimately involve the permitting and design of subdivision improvements, preliminary and final plat, water storage system, water pumping and distribution system, wastewater collection system, wastewater treatment and disposal system, and power generation utilities to service the residential units that will be located on the property. Based on information provided by the Client, it is their intent to build as many single family residents that can fit on the 20-acre parcel, not to exceed 70 units; however, due to site constraints such as water storage and pumping, wastewater treatment and disposal, power generation, stormwater conveyance, and other onsite infrastructure the desired lot yield may not be obtainable.

It is the intent of this proposal to evaluate site conditions and provide concepts to address stormwater conveyance through the site, type of wastewater treatment and disposal system, water storage and pumping system, and power generation for the project. This proposal will also evaluate layout configuration and provide a recommendation on final lot yield.

WestLand consulted with the Client regarding design review submittal for this potential development and it was determined that WestLand will attend the Town Council meeting on January 18<sup>th</sup> prior to performing scope of services below.

WestLand proposes to provide the following scope of services.

**SCOPE OF SERVICES**

**PHASE I – TOPOGRAPHIC SURVEY**

**TASK 1 – BOUNDARY AND TOPOGRAPHIC SURVEY**

WestLand shall provide a boundary and topographic survey of the parcel consisting of approximately 20 acres. An additional topographic survey will be performed for specific areas surrounding project site, consisting of approximately 22 additional acres. Additional survey area limits to be determined based on needs of hydraulic analysis and design condition modeling as part of **Phase II**. Survey measurements shall be suitable for a 1-foot contour interval map. Survey will be tied to known USGS benchmark and to existing 5 property corners of the 20-acre parcel.

WestLand shall provide locations of existing improvements within the survey area including roads, culverts, fences corrals, and structures.

**TASK 2 – TREE CANOPY**

WestLand shall provide an on the ground tree count whereby WestLand shall locate and tabulate trees of a diameter at breast height of greater than 6 inches.

**PHASE II – FLOODPLAIN DELINEATION AND CONCEPTUAL CHANNELIZATION**

The site is located at the confluence of Coconino Wash and an unnamed tributary east of Tusayan, Arizona. The intent of this Phase is to verify the hydrologic analyses previously performed for the Town of Tusayan by J2 Engineering & Environmental Design (J2) as well as define the existing floodplain within the project area and develop design alternatives to optimize the developable area within the site. WestLand shall engage J2 to provide the **Phase II** services listed below.

**TASK 1 – HYDROLOGIC ANALYSIS**

J2 shall review existing engineering studies to determine the appropriate design discharge to be utilized for the project area. They will verify the studies based on regression equations, existing HEC-1/HEC-HMS models, and field observations. They will identify the 10-, 25-, 50- and 100-year peak discharge values for the site. A site investigation to verify the existing condition engineering parameters will be performed as part of this task.

#### **TASK 2 – HYDRAULIC ANALYSIS**

J2 shall develop an existing condition hydraulic model for the project area. The US Army Corps of Engineers HEC-RAS model will be utilized for this task. J2 will develop both 1D and 2D models for the project area.

J2 shall develop a design condition model that optimizes the developable land within the project area. 1D and 2D HEC-RAS models will be developed for this scenario. It is anticipated that the placement of fill will be required in order to optimize the developable land area; however, a CLOMR/LOMR application is not included in this Scope of Services. WestLand will identify the conceptual design with one iteration (refinement) of the conceptual design.

#### **TASK 3 – REPORT PREPARATION**

An engineering report that documents the assumptions, procedures, and methodologies utilized for this phase will be prepared for submittal to the Town.

### **PHASE III – EVALUATION OF AN ONSITE WASTEWATER TREATMENT/DISPOSAL SYSTEM**

It is the intent of this Phase to evaluate site conditions and provide alternatives for the type of wastewater treatment and disposal system that would be functional for this project. Specifically, WestLand proposes the following tasks:

#### **TASK 1 – SITE INVESTIGATION**

- Conduct one site visit to determine available treatment and disposal area for a wastewater treatment/disposal system to be designed and constructed on the property. The site visit will analyze the location of the wastewater treatment and disposal system. This proposal assumes that individual residential onsite wastewater treatment systems are not feasible.
- Soil evaluation using the ASTM method based on ADEQ procedures as established in rule R18-9-A310(E). If it is determined that the soil evaluation does not provide adequate design information, percolation testing has been included in this proposal to be subsequently performed.
- Observe a minimum of three backhoe trenches to a minimum depth of 12 feet to confirm that there are no subsurface limiting conditions in the disposal area. If soils cannot be trenched to 12 feet, limiting soil conditions will be noted for alternative disposal options. WestLand will subcontract the backhoe operator as part of this proposal.
- Obtain soil samples in each backhoe trench for each soil strata layer.
- The site investigation will be performed based on procedures outlined in the Arizona Administrative Code (A.A.C.) R18-9-A310 for a Type 4 onsite wastewater treatment facility. This information will support a wastewater treatment system to be permitted and designed under an ADEQ Individual Aquifer Protection Permit (A.C.C. R18-9-Article 2).

It is assumed that all services under this task with the exception of percolation testing, as required, can be performed within a single 10 hour work day. If required, additional days to be provided under a separate agreement.

#### **TASK 2 – ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AND PERMITTING ALTERNATIVES**

WestLand will evaluate soil and site conditions determined in Task 1 and provide wastewater treatment and disposal alternatives based on site conditions. The alternatives will include the potential for phasing based on project development needs. WestLand will evaluate permit requirements for each alternative and provide alternative design suggestions.

Specifically WestLand will provide the following:

- Calculation of daily wastewater flows based on the number of people using the facility and/or the proposed dwelling type according to the A.A.C. and ADEQ rules.
- Analyze peak daily flows, typical daily flows, as well as seasonal fluctuations for flow volume requirements.

- Evaluate design and permitting alternatives for the wastewater treatment and disposal system based on an analysis of siting criteria, including:
  - Soil evaluation based on **Task 1**.
  - Determination of Soil Absorption Rate (i.e. percolation rate) based on ADEQ procedures (**Task 1**).
  - Disposal requirements including backup alternative methods depending on area and design needs.
  - System sizing, nitrogen loading rates for treatment process needs, and climate considerations.
  - Topography (topographic survey of the property provided as part of the **Phase I** task).
  - Required setbacks from property boundaries, flood plain, and watercourses.
  - Separations from limiting conditions such as bedrock and depth to groundwater (based on the Arizona Department of Water Resources data), and saturated soil conditions.
  - Wastewater treatment system alternatives.
  - Wastewater treatment system and disposal system sizing and location requirements.
  - Consider peak power loads amperage/voltage/phases and typical daily/weekly/monthly kilowatt hours.

### **TASK 3 – TECHNICAL MEMORANDUM**

WestLand will prepare a technical memorandum that describes the preliminary findings to permit, design, and construct a wastewater treatment system at the project site. The memorandum will present the findings from **Tasks 1 and 2** for up to three design alternatives allowing the selection of a preferred wastewater treatment and disposal system.

WestLand will prepare an Opinion of Probable Construction Cost (OPCC) for up to three design alternatives included as an appendix to the technical memorandum.

### **TASK 4 – ADEQ SCOPING MEETING**

WestLand will attend one scoping meeting with ADEQ in Phoenix, Arizona to present the preferred design alternative to verify design criteria and permitting requirements.

## **PHASE IV – EVALUATION AND PLANNING OF WATER INFRASTRUCTURE NEEDS**

### **TASK 1 – DESIGN CRITERIA**

WestLand will collect data and complete the research necessary to develop the design criteria for the water system. Demand criteria and residency rates will be based on sound engineering practice for similar systems in northern Arizona and will be coordinated with the Town. Unit design flows from the A.A.C. R18-9 may be consulted for daily flows. The design criteria will be summarized in a technical memorandum and will include the following:

- Average day demand
- Peaking factors
- Instantaneous demand
- Residency rate (persons per housing unit)
- Storage sizing criteria
  - WestLand will coordinate with the Town via phone and email to determine the frequency that the tanks will be filled. Typical sizing for tanks is based on storing average day of the peak month plus fire flow.
- Fire suppression storage volume estimate
  - WestLand understands that fire suppression within the subdivision will be provided by sprinkler systems in each home. WestLand will provide an estimate of the flow rate and duration required for the sprinkler systems based on previous projects and the International Fire Code. However, the final flow rate and duration requirement will need to be determined by a fire sprinkler designer.
- Booster station sizing criteria
- Pipeline sizing criteria

### **TASK 2 – CONCEPTUAL DESIGN**

The conceptual design will be based on an estimated lot count with the following design elements.

- Demand calculations including average day (ADD), peak day (PDD), peak hour (PHD), and instantaneous demands for the subdivision. Demand criteria and residency rates will be based on the Design Criteria Memorandum.
- Infrastructure sizing calculations for the reservoir(s) and booster station.
- Evaluate system redundancy needs such as backup power and multiple tanks.
- Evaluate the potential need for chlorination and/or tank mixing pumps to maintain water quality.
- Preliminary pump selection including motor horsepower, voltage, and phase requirements. This will be provided for the solar power consultant and will also include peak loads and typical daily, weekly, and monthly kilowatt hours required to run the booster station.

WestLand will prepare a conceptual design report stamped by a professional engineer registered in the State of Arizona that discusses the conceptual design elements. Conceptual design report will include a preliminary planning-level cost estimate for the water facility infrastructure including design and construction costs. The cost estimate will exclude operations and maintenance as well as permitting costs. The cost estimate will include the onsite electrical costs but will exclude the costs to provide power to the site. If two conceptual layouts are developed, an OPCC will be provided for each layout. Preliminary schedule with the estimated timeframes for design, permitting, and construction of the water infrastructure will also be included.

### **TASK 3 – CONCEPTUAL LAYOUT**

Based on the design criteria memorandum and conceptual design report, WestLand will prepare a conceptual layout. The conceptual layout will be an 11x17 exhibit showing the footprint of the reservoir, booster station, electrical and control facilities, and adequate space for site access. The exhibit will exclude site grading. Based on the needs identified in the Conceptual Design Report, WestLand may develop two different layouts for the Town to review.

#### **Assumptions and Exclusions:**

- WestLand understands that the Town will be the water provider for the development.
- WestLand excludes any permitting with the Arizona Department of Water Resources regarding water rights to serve the subdivision.

### **PHASE V – ELECTRICITY GENERATION, STORAGE, AND BACKUP COORDINATION**

It is assumed that the Town will select and contract with a solar development entity to provide preliminary system sizing, design and costs related to the development of this project. At the request of the Town, WestLand can provide the name of a solar provider that has worked with WestLand in the past.

### **TASK 1 – SYSTEM NEEDS EVALUATION**

WestLand proposes to coordinate with the Town's selected solar designer to provide anticipated power loads for the conceptual domestic water booster station and for the proposed wastewater treatment alternatives. Determining the power demands for the individual residential units is excluded from this Task as those services are typically performed by the solar system designer.

### **TASK 2 – SITE PLAN COORDINATION**

WestLand is developing a lot layout concept as a part of **Phase VI** of this agreement. WestLand shall work with the Town's solar designer to identify an onsite location for solar collection and storage. Furthermore, WestLand shall coordinate the residential layout and anticipated lot yield once the layout is finalized with the Town.

### **PHASE VI – CONCEPTUAL LOT LAYOUT**

#### **TASK 1 – PROJECT MEETING ATTENDANCE**

WestLand proposes to attend up to 4 meetings with the Client to review the progress of the work included in this agreement. These meetings are anticipated to include the following:

- Meeting at Tusayan to be introduced to the Town Council (Two representatives from WestLand).

- One remote attendance meeting utilizing Skype or equivalent screen sharing technology to discuss preliminary recommendations. (Four representative from WestLand – Water system designer, Wastewater designer, Engineer from Flagstaff, Land Development engineer from Tucson).
- One remote attendance meeting utilizing Skype or equivalent screen sharing technology to discuss Town requested revisions to the preliminary recommendations (Four representative from WestLand – Water system designer, Wastewater designer, Engineer from Flagstaff, Land Development engineer from Tucson).
- Meeting at Tusayan to present staff chosen concept layout to the Planning and Zoning Commission (One representative from WestLand).

Any additional efforts will be provided on a time-and-materials (T&M) basis. Per meeting estimates are as follows:

- Additional two hour, remote access Skype meetings can be provided at a fee of \$340.00 per meeting (assumes one representative from WestLand).
- In person meetings located in Tusayan can be provided for a fee of \$750.00 for a single representative from the Flagstaff office or \$2,600 for a single representative from the Tucson office. Additional participants from either office can be provide on a T&M basis per the provided rate table.
- Stated in person per meeting costs assume mileage fees from either office, and a one night hotel stay for Tucson staff.

## TASK 2 – SITE PLAN DEVELOPMENT

WestLand shall prepare a preliminary lot layout for the 20-acre property that considers the adjacent floodplain and topographic constraints of the project. A 50-foot wide by 100-foot deep minimum lot will be considered for the initial lot layout based on the following information: a 27-foot by 56-foot, 4-bedroom building footprint; a 12-foot parking pad adjacent to the structure; a 20-foot rear yard setback; a 20-foot front yard setback; and a 5-foot side yard setback (10-foot minimum between structures including the parking awning). It is assumed that 2 and 3 bedroom units will be equal to or smaller than the provided 4 bedroom unit. 100-year access considerations and recommendations will be coordinated with J2 as a part of **Phase II** of this agreement. This Task shall also include recommendations for the siting of water, wastewater and solar facilities per the recommendations provided under **Phases III, IV, and V** of this agreement.

Due to the constraint imposed by the existing topography and floodplain, the work under this task will not commence until after the survey tasks under **Phase I** have been completed and the flood plain has been delineated under **Phase II** of this agreement. This task assumed that the Town will have two rounds of minor comments associated with the development of the preliminary site plan for the project. Any additional comments after the second review will be provided under a separate contract for an additional fee. While the Town has the statutory right to build a maximum of 70 lots on this parcel of property WestLand cannot guarantee a minimum lot yield.

## II. ACCESS AUTHORIZATION

The CLIENT has the authorization to grant access to the property and is authorizing WestLand to access the subject property to complete the scope of work outlined above.

## III. COSTS

WestLand will provide the above-described scope of services; following table provides a summary of the task and fees.

Task	Fee	Billing
<b>Phase I – Topographic Survey</b>	\$12,000.00	LS
Task 1. Boundary and Topographic Survey		
Task 2. Tree Canopy		
<b>Phase II – Floodplain Delineation and Conceptual Channelization</b>	\$19,000.00	LS
Task 1. Hydrologic Analysis		
Task 2. Hydraulic Analysis		
Task 3. Report Preparation		

<b>Task</b>	<b>Fee</b>	<b>Billing</b>
<b>Phase III – Evaluation of Onsite Wastewater Treatment/Disposal System</b>	<b>\$19,000.00</b>	<b>LS</b>
Task 1. Site Investigation		
Task 2. Onsite Treatment and Disposal System Design and Permitting Alternatives		
Task 3. Technical Memorandum		
Task 4. ADEQ Scoping Meeting		
<b>Phase IV – Evaluation and Planning of Water Infrastructure Needs</b>	<b>\$18,500.00</b>	<b>LS</b>
Task 1. Design Criteria		
Task 2. Conceptual Design		
Task 3. Conceptual Layout		
<b>Phase V – Electricity Generation, Storage, and Backup Coordination</b>	<b>\$1,500.00</b>	<b>LS</b>
Task 1. System Needs Evaluation		
Task 2. Site Plan Coordination		
<b>Phase VI – Conceptual Lot Layout</b>	<b>\$16,000.00</b>	<b>LS</b>
Task 1. Project Meeting Attendance		
Task 2. Site Plan Development		
<b>Total</b>	<b>\$86,000.00</b>	

#### IV. TERMS AND CONDITIONS

1. CLIENT agrees to cooperate in any and every way or manner with WestLand on the services to be performed by WestLand as described above.
2. All sketches, drawings, tracings, computation, survey notes, and other original documents are and shall remain the property of WestLand, and CLIENT subject to the requirements of public agencies.
3. All agreements on WestLand's part are contingent upon and subject to the fact that WestLand shall not be responsible for damages or be in default or deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at established area wage rates, delays caused by failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove work promptly, or due to late or slow or faulty performance by CLIENT, or other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of WestLand's services hereunder and other unavoidable delays or any causes beyond reasonable control of WestLand. In the case of any such cause of delay, the time of completion shall be extended accordingly. In the event WestLand's services hereunder are not completed within six (6) months from the date of this Agreement, WestLand reserves the right to adjust its fee for the uncompleted portion of its services to reflect any increases of wages, salaries or benefits to be paid by WestLand to its employees in the performance of this Agreement.
4. In the event that any staking is destroyed by an act of God or parties other than WestLand, the cost of restaking shall be paid for by CLIENT. Such cost shall be in addition to the compensation otherwise payable to WestLand hereunder.
5. WestLand makes no representation concerning soil conditions, and has not, unless expressly set forth in the description of the scope of work set forth in this Agreement, undertaken any responsibility to furnish any reports or to secure performance of tests concerning the character of soils or their suitability for construction. In the event that WestLand agrees to secure performance of soil tests, it is agreed that the service shall be for the convenience of the CLIENT, and WestLand's only obligation shall be to coordinate the performance of soil tests and preparation of soil reports for a soil testing lab, which reports and tests shall be for exclusive use of and dissemination to CLIENT. WestLand shall not be responsible for any claims, liabilities or damages which arise or are alleged to arise out of the making or failure to make soil surveys, compaction tests or other subsurface soil tests of any kind or nature.
6. WestLand's responsibility in performing this contract is limited solely to the scope of services to be performed by WestLand as expressly set forth in this contract, and WestLand, its agents and/or employees shall have no liability of any kind to the CLIENT or to any construction contractor or subcontractor or any person having contractual relationships

with them for any actions, errors and/or omissions of WestLand, its agents and/or employees which are not within the scope of the services to be performed by WestLand. Additional services requested by the CLIENT shall be covered by letter or memorandum and constitute an addendum to the Agreement.

7. CLIENT agrees that the liability of WestLand, its agents and employees, in connection with services hereunder to the CLIENT and to all persons having contractual relationships with them, resulting from any negligent acts, errors and/or omissions of WestLand, its agents and/or employees is limited to the total fees actually paid by the CLIENT to WestLand for services rendered by WestLand hereunder.
8. No conditions or representation altering, detracting from or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
9. The CLIENT agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including, without limitation, prosecution of work and the safety of all persons and property and that these requirements shall be made to apply continuously and not be limited to normal working hours. CLIENT further agrees to defend, indemnify and hold WestLand harmless from any and all liability, real or alleged, in connection with the performance of work on the project.
10. CLIENT shall pay the cost of all expenses incurred or to be incurred by WestLand directly or indirectly in connection with the project for transportation and subsistence incidental thereto; obtaining bids or proposals from contractors; toll telephone calls; and all charges to be paid or incurred for fees, permits, bond premiums, title company charges, delivery charges, blueprints and reproduction of reports, drawings, and specifications, and all other charges and expenses not specifiable or itemized in this paragraph, but which are reasonably necessary to the proper completion of the services hereby covered. In the event such reimbursable items are paid directly by WestLand, then CLIENT shall be obligated to reimburse WestLand and such charges and expenses shall be invoiced by WestLand to CLIENT at direct cost, plus fifteen percent (15%) for handling.
11. Invoices will be issued monthly, are due and payable upon receipt and are delinquent thirty (30) days after the invoice date. When an invoice becomes delinquent, WestLand may, at its option suspend or stop performance hereunder until such time as all delinquent invoices, together with accrued late charges, attorneys' fees, litigation or collection expenses, whether taxable or not, shall have been paid. If an invoice remains delinquent for a period of thirty (30) days, WestLand may, at its option, terminate this Agreement by giving written notice of its termination to the CLIENT. Termination shall take effect on the date of the notice of termination. In the event of termination under the provisions of this paragraph, WestLand shall be entitled to payment for all services rendered and costs incurred hereunder to the date of termination and to recovery of all expenses which are attributable to said termination or described in paragraph 18 hereof.
12. CLIENT shall promptly review invoices and reasonably notify WestLand of any objection thereto.
13. WestLand may, at its discretion, charge a late fee on the unpaid amount at a monthly rate of 1.5 percent. Said late charge will accrue from the date on which each such invoice becomes delinquent. All payments received by WestLand shall first be credited to payment of any late charges and then to the principal balance.
14. In the event any term or provision of this agreement is held to be invalid or unenforceable, the validity of the other provisions hereof shall not be affected, and this agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.
15. In the event of a conflict or dispute as to the interpretation, application or implementation of this agreement, either party shall have the right to submit the conflict or dispute to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time of submission of the dispute.
16. In the event of a change of rule, regulation or policy by any governmental agency or agencies after the date of this agreement, which change alters the plans, specifications and/or field work to be prepared or performed hereunder, any additional office or field work required as a result of such change shall be deemed additional services, shall be payable by CLIENT, and shall be invoiced and paid for as provided herein.

17. Upon written request, each of the parties hereto shall execute and deliver or cause to be executed and delivered such additional instruments and documents as may be necessary and proper to carry out the terms of this agreement.
18. Should litigation be necessary to enforce any term or provision of this agreement, then all litigation and collection expenses, including, without limitation, witness fees, court costs, attorneys' fees and other expenses, whether taxable or not, shall be paid to the prevailing party.
19. This agreement binds WestLand and CLIENT and their successors, assigns and partners. Neither party shall assign, sublet or transfer his interests, rights or obligations in this agreement without the prior written consent of the other party hereto.
20. This agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Any action arising out of this agreement shall be brought in the Superior Court of Arizona, for Pima County.
21. This agreement sets forth the entire agreement of CLIENT and WestLand with respect to the services to be performed hereunder. There are no understandings or agreements except as expressly stated herein.
22. CLIENT may terminate this agreement at any time without cause upon delivery, during normal business hours, of written notice to that effect, in which event this Agreement shall terminate 24 hours after the delivery of such notice. If the CLIENT terminates this Agreement, CLIENT shall pay WestLand for any expenses incurred up to the time of termination.
23. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with the Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.
24. All notices, requests, demands or other communications required or permitted to be given hereunder to WestLand shall be delivered to WestLand at 4001 E. Paradise Falls Drive, Tucson, Arizona 85712. All notices, requests, demands or other communications required or permitted to be given hereunder to the CLIENT shall be delivered to the Address set forth below the CLIENT'S signature on this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TOWN OF TUSAYAN**

**WESTLAND RESOURCES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Bruce Larson, P.E.

\_\_\_\_\_  
Title

Title: Principal

2020 North Central Avenue, Suite 695

Phoenix, Arizona 85004

(520) 206-9585

(520) 206-9518

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Email Address



**Current Billing Rates  
(Revised July 2016)**

**Engineering, Design, and Construction Services**

Grade Level	Bill Rates	Engineering, Design, and Construction Services		
		Engineering	Design/Drafting/Cartography/GIS	Construction/Observation/Operations
	\$250	Litigation Support		
G18	\$195	Principal Consultant		
G17	\$175	Principal Consultant/Senior Project Engineer/Sr PM G17		
G16	\$170	Sr Project Engineering/Sr PM G16		
G15	\$166	Sr Project Engineering/Sr PM G15	Civil Designer G15	Const Inspector G15
G14	\$143	Sr Project Engineering/Sr PM G14	Civil Designer G14	Const Inspector G14
G13	\$129	Project Engineering G13	Civil Designer/Sr GIS Specialist/Sr Cartographer G13	Const Inspector G13
G12	\$119	Project Engineering G12	Civil Designer/Sr GIS Specialist/Sr Cartographer G12	Const Inspector/Operator G12
G11	\$109	Project Engineering G11	Civil Designer/Sr GIS Specialist/Sr Cartographer G11	Const Inspector/Operator G11
G10	\$97	Engineering Tech G10	Civil Designer/GIS Specialist/Cartographer G10	Const Inspector/Operator G10
G9	\$87	Engineering Tech G9	Civil Designer/GIS Specialist/Cartographer G9	Const Inspector/Operator G9
G8	\$80	Engineering Tech G8	Civil Designer/GIS Specialist/Cartographer G8	Const Inspector/Operator G8
G7	\$72	Engineering Tech G7	Drafter/GIS Specialist/Cartographer G7	Const Inspector G7
G6	\$65	Engineering Tech G6	Drafter/GIS Specialist/Cartographer G6	Const Inspector G6
G5	\$58	Engineering Tech G5	Drafter G5	Const Laborer G5
G4	\$53	Engineering Tech G4	Drafter G4	Const Laborer G4
G3	\$48	Engineering Tech G3	Drafter G3	Const Laborer G3
G2	\$42	Engineering Tech G2	Drafter G2	Const Laborer G2
G1	\$37	Engineering Tech G1	Drafter G1	Const Laborer G1

**Environmental, Cultural Resources, and Landscape Architecture Services**

Grade Level	Bill Rates	Environmental, Cultural Resources, and Landscape Architecture Services		
		Environmental/Scientist	Cultural Resources	Landscape Architecture
	\$250	Litigation Support		
G18	\$195	Principal Consultant		
G17	\$175	Principal Consultant/Sr Environmental Specialist/Sr PM G17	Cultural Program Director/Sr. PI/Sr. PM G17	
G16	\$170	Sr Environmental Specialist/Sr Scientist G16	Program Director/Sr Principal Investigator/Sr PM G16	Sr Landscape Architect G16
G15	\$156	Sr Environmental Specialist/Sr Scientist G15	Program Director/Sr Principal Investigator/Sr PM G15	Sr Landscape Architect G15
G14	\$143	Sr Environmental Specialist/Sr Scientist G14	Program Director/Sr Principal Investigator/Sr PM G14	Sr Landscape Architect G14
G13	\$129	Sr Environmental Specialist/Sr Scientist G13	Sr Principal Investigator/ Sr PM G13	Sr Landscape Architect G13
G12	\$119	Sr Environmental Specialist/Sr Scientist G12	Sr Principal Investigator/ Sr PM G12	Landscape Architect G12
G11	\$109	Environmental Specialist/Scientist G11	Principal Investigator/PM G11	Landscape Architect G11
G10	\$97	Environmental Specialist/Scientist G10	Principal Investigator/PM G10	Landscape Architect G10
G9	\$87	Environmental Specialist/Scientist G9	Archaeology PM/Lab Director G9	Landscape Architect/Designer G9
G8	\$80	Environmental Specialist/Scientist G8	Archaeology PM/Lab Director G8	Landscape Designer G8
G7	\$72	Environmental Specialist/Scientist G7	Lab Director/Crew Chief G7	Landscape Designer G7
G6	\$65	Environmental Tech G5	Lab Director/Crew Chief G6	
G5	\$58	Environmental Tech G5	Asst Crew Chief G5	
G4	\$53	Environmental Tech G4	Asst Crew Chief G4	
G3	\$48	Environmental Tech G3	Archaeology Field/Laboratory Tech G3	
G2	\$42	Environmental Tech G2	Archaeology Field/Laborator Tech G2	
G1	\$37	Environmental Tech G1	Archaeology Field/Archaeological Tech G1	

**Administration**

**Surveying**

G15	\$156	Tech Editor/Admin Asst G15
G14	\$143	Tech Editor/Admin Asst G14
G13	\$129	Tech Editor/Admin Asst G13
G12	\$119	Tech Editor/Admin Asst G12
G11	\$109	Tech Editor/Admin Asst G11
G10	\$97	Tech Editor/Admin Asst G10
G9	\$87	Tech Editor/Admin Asst G9
G8	\$80	Tech Editor/Admin Asst G8
G7	\$72	Tech Editor/Admin Asst G7
G6	\$65	Admin Asst G6
G5	\$58	Admin Asst G5
G4	\$53	Admin Asst G4
G3	\$48	Admin Asst G3
G2	\$42	Admin Asst G2
G1	\$37	Admin Asst G1

Sr. Surveyor G15
Sr. Surveyor G14
Surveyor G13
Surveyor G12
Surveyor G11
Surveyor G10
Surveyor G9
Survey Field Crew G8
Survey Field Crew G7
Survey Field Crew G6

# ITEM 7B

# TOWN OF TUSAYAN

at the entrance to Grand Canyon National Park



To: Tusayan Town Council  
From: Tusayan Town Manager  
Date: February 9, 2017  
Topic: 2017 Council goals

The Town Council held a planning retreat on February 7, 2017. The full Town Council, Town Manager, Town Clerk and representative of the Town Attorney were present and actively participated. Addition, the open, public meeting was attended by Ms. Alicyn Gitlin representing the Sierra Club; and Mr. John Thurston, a community resident. Planning and Zoning Commission Chair Rob Gossard and Members Janet Rosener and Anavon Harris joined the group for lunch and a general discussion.

As a result of those discussions, the Town Council provided consensus on the following 2017 goals for the Town of Tusayan (not in a ranked/priority order):

- Housing
  - Infrastructure plans and decisions completed
  - Housing type determined
  - Layout decisions completed
  - Cost v benefit analysis completed
- Broadband
  - Pursuit of easement acquisitions
  - Pursue partnerships
  - Identified Fiber as the main community priority
  - Monitor and interact with the Arizona Corporation Commission and others to complete
- Sports Complex
  - Adopted an accelerated schedule to completion
- Fitness Trails
  - Develop a Master Plan
  - Connect to the AZ Trail
  - Include Ten X Ranch into system
  - Develop a construction priority list
- Detention Basins
  - Finalize Floodplain Administration under Town authority

# TOWN OF TUSAYAN

at the entrance to Grand Canyon National Park



- Shuttle Bus
  - NPS expanded the schedule from March – September 2017
  - NPS paying full cost
  - Explore extension into October
  
- Crosswalks
  - Accomplish safety improvements

The following additional issues were discussed but directed Town Administration to pursue as objectives, not specific goals:

- Resident utility expense relief
  - Explore Company incentive programs
  - Explore Resident subsidy programs
  
- Snow Play area
  - Identify viable sites
  - Engage property owners in discussion

Staff requests that Town Council move to approve and adopt these Goals and objectives, as identified in the Town Council Retreat of January 7, 2017.