

AGENDA

TUSAYAN TOWN COUNCIL REGULAR MEETING

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03
Wednesday, March 22, 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, March 22, 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 DAVID CHAVEZ
COUNCILOR AL MONTOYA
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

None

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 3/1/17

7. ACTION ITEMS

None

8. DISCUSSION ITEMS

- A. Discussion of USFS denial of ground lease permit**
- B. Discussion of broadband and internet access improvement and development options**
- C. Discussion of Sports Complex and Work Group**
- D. Discussion of Community Wellness meeting issues**

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 20th day of March, 2017, at _____ am / pm in accordance with the statement filed by the Tusayan Town Council.

Signature of person posting the agenda

Item 8A

FW: USFS FS299 application

1 message

Harrison, Danelle D -FS <ddharrison03@fs.fed.us>

Mon, Mar 6, 2017 at 11:19 AM

To: "tusayantownmanager@gmail.com" <tusayantownmanager@gmail.com>

Hello Eric,

I received your permit request application. Unfortunately, I will not be permitting this use of the Forest Service Administrative site, located in Tusayan, Arizona. Note, that we have denied this type of request in the past, and sought to reach a reasonable path towards the removal of structures. I will send you official correspondence in the upcoming weeks for removal of facilities from the site. Feel free to contact me if you have any further questions. – D.D.

**Danelle D. Harrison**
District Ranger**Forest Service****Williams and Tusayan Ranger Districts****Kaibab National Forest****p: 928-635-5630****c: 928-266-6803****f: 928-635-5680****ddharrison03@fs.fed.us**

742 S. Clover Road

Williams, AZ 86046

www.fs.fed.us**Caring for the land and serving people**

From: Provencio, Heather C -FS**Sent:** Friday, March 03, 2017 1:36 PM**To:** Harrison, Danelle D -FS <ddharrison03@fs.fed.us>; Cikanek, Kendall -FS <kcikanek@fs.fed.us>; McLaughlin, Deirdre A -FS <damclaughlin@fs.fed.us>; Schuppert, Liz M -FS <lschuppert@fs.fed.us>**Subject:** FW: USFS FS299 application

I'll pass this on to you all for drafting a response.



Heather C Provencio
Forest Supervisor

Forest Service

Kaibab National Forest

p: 928-635-8301

c: 928-637-8660

hprovencio@fs.fed.us

800 S. 6th St.
Williams, AZ 86046
www.fs.fed.us



Caring for the land and serving people

From: Eric Duthie [<mailto:tusayantownmanager@gmail.com>]

Sent: Tuesday, February 28, 2017 2:31 PM

To: Provencio, Heather C -FS <hprovencio@fs.fed.us>

Subject: USFS FS299 application

Heather,

Please see the attached SF299 permit application for the Town of Tusayan housing at the Tusayan KFS Administrative Site. I sent an email to you earlier today asking for clarification of which form to use, but decided to send the SF299 today. Please advise of any other forms or documents needed.

Thanks,

eric

Town Manager Eric Duthie

Town of Tusayan

[928-638-9909](tel:928-638-9909) office

928-637-4297 cell

***"You cannot choose your battlefields, the Gods choose those for you,
but you can Plant a Standard, where a Standard never flew"***

-Nathalia Crane



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APPLICATION FOR TRANSPORTATION AND
 UTILITY SYSTEMS AND FACILITIES
 ON FEDERAL LANDS

FORM APPROVED
 OMB NO. 0596-0082

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Town of Tusayan
 845 Mustang Drive, P.O. Box 709
 Tusayan, AZ, 86023

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

Eric Duthie, Town Manager
 845 Mustang Drive, P.O. Box 709
 Tusayan, AZ, 86023

3. Telephone (area code)

928-638-9909

Applicant

Town of Tusayan

Authorized Agent

Eric Duthie, Town Manager

4. As applicant are you? (check one)

- a. Individual
- b. Corporation*
- c. Partnership/Association*
- d. State Government/State Agency
- e. Local Government
- f. Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. New authorization
- b. Renewing existing authorization No.
- c. Amend existing authorization No.00040174 (former USFS employee provision)
- d. Assign existing authorization No.
- e. Existing use for which no authorization has been received *
- f. Other*

* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States? Yes No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

This permit covers 0.15 acres or n/a In Sec. 15, T.31 N., R. 3 E., GILA AND SALT RIVER MERIDIAN, the permit, as shown on the attached maps. This permit is requested for the purpose of Government-owned manufactured home to be located at site 26 (26 Flame Flower Loop) of the Tusayan Administrative site, on the Tusayan Ranger District of the Kaibab National Forest.

The Town anticipates a supplemental agreement for property management and billing will be issued under this special use authorization, where the quarterly rent will be established, based on the fair-market-value of the government-owned quarters.

The Town also understands that this permit shall be issued for a 10 year period from the date of issuance, as it has been for other non-federal government owned manufactured housing in the immediate proximity.

The Town also believes the issuance of this permit will be consistent with standards and guidelines contained in the Kaibab National Forest Plan, approved in 2014; and no effects are anticipated for any sensitive species; and this permit will not adversely impact local minority or low-income populations.

8. Attach a map covering area and show location of project proposal

9. State or Local government approval: Attached Applied for Not Required

10. Nonreturnable application fee: Delivered when instructed Not required

11. Does project cross international boundary or affect international waterways? Yes No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The Town of Tusayan has full financial resources to provide permit payment, rent, and any other standard fees required for maintaining the existing permit and can make those verifications available, if necessary. However, since we are a local government unit, it is commonly understood that funds are available and will be dedicated to this purpose.

The Town of Tusayan understands this project will have no effect on federal, state or USDA Forest Service listed species given the already developed nature of the project area.

The Town of Tusayan further understands there are no floodplains, or municipal watersheds within the project area; Existing infrastructure is in place so there are no new construction or ground-disturbing activities; There are no congressionally designated areas such as wilderness, wilderness study areas, or National Recreation Areas within the project area; There are no inventoried Roadless areas within the project area; This area is not categorized as a research natural area; and the project is in compliance with the National Historic Preservation Act of 1966, as amended. The entire project area has been 100% surveyed. Known existing heritage resources will be protected.

13a. Describe other reasonable alternative routes and modes considered.

The existing route supports and contributes to the Kaibab NF and district niches, and contains other government owned manufactured homes, as well.

b. Why were these alternatives not selected?

The Town of Tusayan understands that permanent structures associated with special uses are concentrated on existing sites or designated corridors, minimizing the number of acres encumbered by special use authorizations. Since this structure is already existing, it is concluded that the primary route remain the same.

c. Give explanation as to why it is necessary to cross Federal Lands.

The existing structure is already on federal land, and supports and contributes to the Kaibab NF and district niches, and permits other government owned manufactured homes in the same adjoining area.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

In 2016, permits were issued to Tusayan Fire District and Arizona Department of Public Safety for identical housing requests.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

The Town of Tusayan paid \$47,500 to the manufactured home owner for the opportunity to provide housing for Tusayan employees or contractors. There are no existing residential structures, for sale, lease, or rent within the immediate area of the Town of Tusayan. Nor is land for such structures available within the immediate area of the Town of Tusayan.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

The Town of Tusayan believes this permit will have no impact on the population, social, economic, or rural lifestyle in the area since the manufactured home is already in existence and has been occupied for many years.

Further, the Town of Tusayan believes this permit can be categorically excluded from documentation in an environmental impact statement (EIS) or an environmental assessment (EA).

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water

quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

The Town of Tusayan understands this project will have no effect on federal, state or USDA Forest Service listed species given the already developed nature of the project area.

The Town of Tusayan further understands there are no floodplains, or municipal watersheds within the project area; Existing infrastructure is in place so there are no new construction or ground-disturbing activities; There are no congressionally designated areas such as wilderness, wilderness study areas, or National Recreation Areas within the project area; There are no inventoried Roadless areas within the project area; This area is not categorized as a research natural area; and the project is in compliance with the National Historic Preservation Act of 1966, as amended. The entire project area has been 100% surveyed. Known existing heritage resources will be protected.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

The Town of Tusayan understands this project will have no effect on federal, state or USDA Forest Service listed species given the already developed nature of the project area.

The Town of Tusayan further understands there are no floodplains, or municipal watersheds within the project area; Existing infrastructure is in place so there are no new construction or ground-disturbing activities; There are no congressionally designated areas such as wilderness, wilderness study areas, or National Recreation Areas within the project area; There are no inventoried Roadless areas within the project area; This area is not categorized as a research natural area; and the project is in compliance with the National Historic Preservation Act of 1966, as amended. The entire project area has been 100% surveyed. Known existing heritage resources will be protected.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

No hazardous materials will be on-site, except for common and usual household cleaning products.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

USFS

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

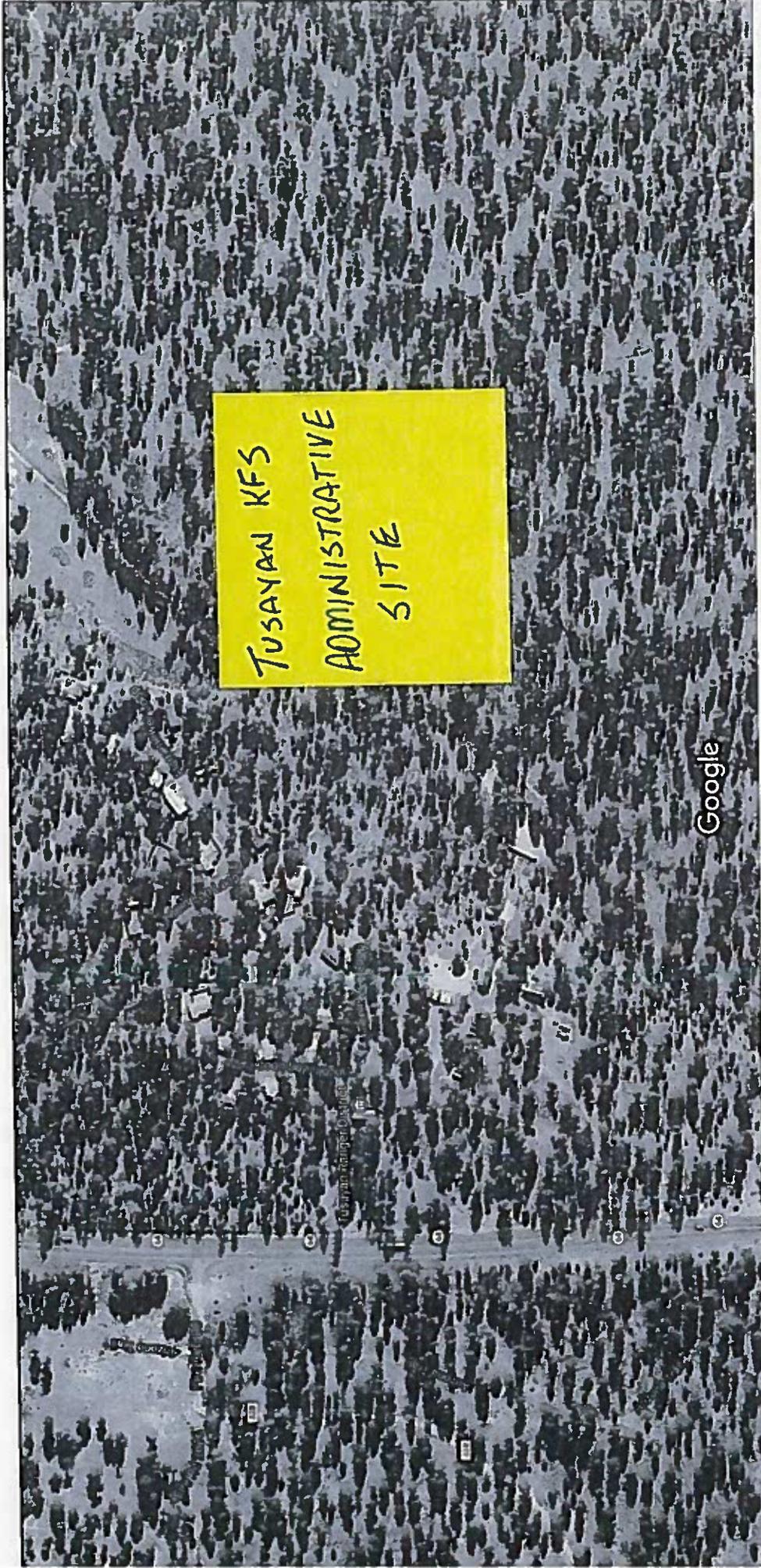
Signature of Applicant <i>[Handwritten Signature]</i> TOWN MANAGER	Date 2/28/17
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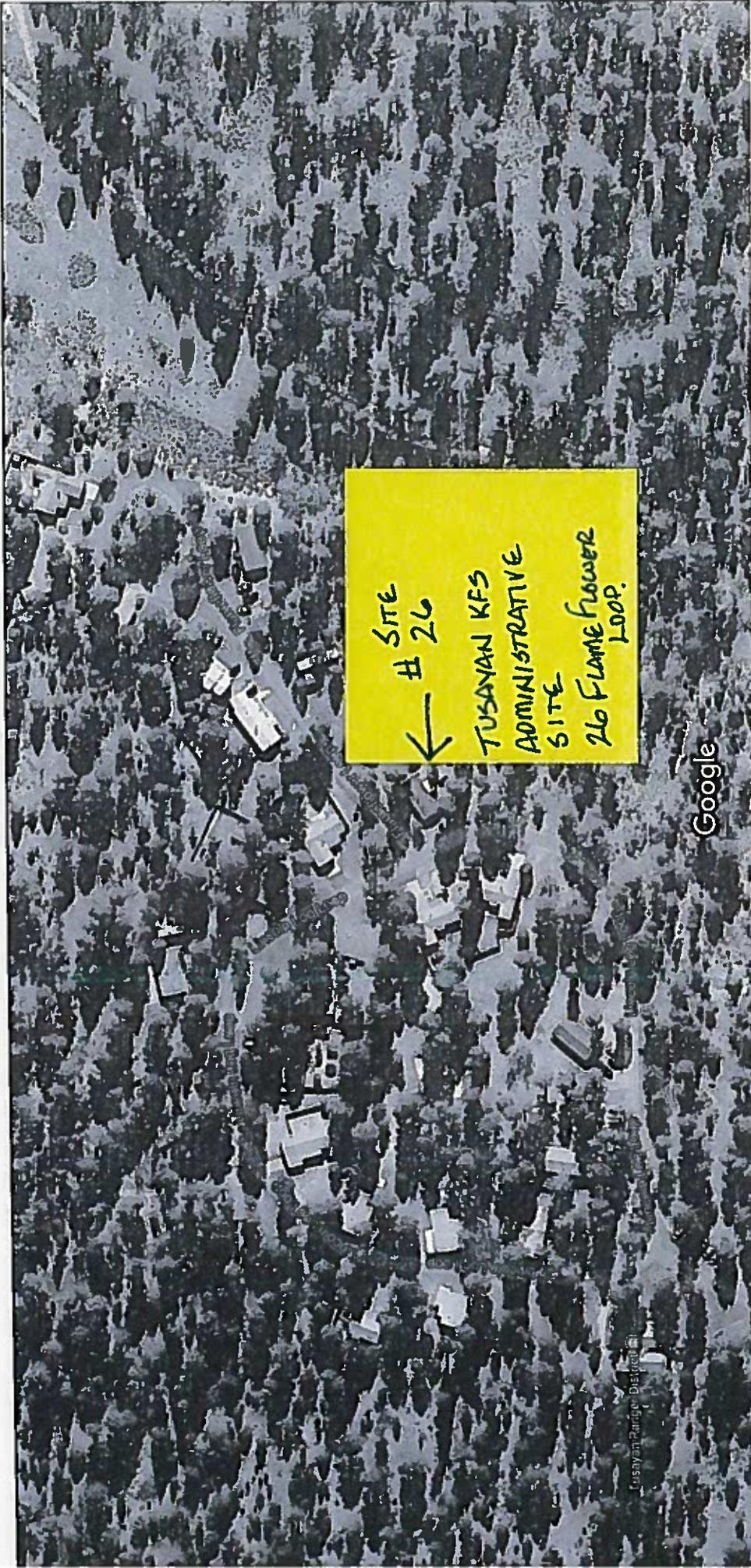
Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.



Imagery ©2017 Google, Map data ©2017 Google 1000 ft

ATTACHMENT #1





ATTACHMENT # 3

Item 8Bi



UTILITY CONSTRUCTION & NETWORK INSTALLATION

To: Town Of TUSAYAN	Contact: Eric Duthie
Address: 845 MUSTANG DR TUSAYAN, AZ 86023 USA	Phone: (928) 522-4405 638-9909
Project Name: Engineered Drawing And Permit Application	Bid Number: 20170228
Project Location: Hwy 64 Town Of Tusayan, Tusayan, AZ	Bid Date: 3/1/2017

We would like to thank you for the opportunity to provide all necessary labor, equipment, material, tools, supervision, licenses, applicable taxes, insurance and coordination to perform the work in accordance with state, county, and local specifications.

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	10	Prepare Final Drawings For Permit And Submit Permit For Fiber Infrastructure Project Phase I	1.00	LS	\$1,603.53	\$1,603.53

Payment Terms:

PAYMENT TERMS NET 30 DAYS

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: <u>TOWN OF TUSAYAN</u></p> <p>Signature: <u><i>Eric Duthie</i></u></p> <p>Date of Acceptance: <u>3/1/17</u></p>	<p>CONFIRMED: The Fishel Company</p> <p>Authorized Signature: _____</p> <p>Estimator: Vic C. McKinney 602-233-0658 vcmckinney@teamfishel.com</p>
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ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
Highway Encroachment Permit Application
(Application for Permission to Use State Highway Right-of-Way)

FOR ADOT USE ADOT Agreement Number: _____ ECS JPA Other _____

PERMIT NUMBER: _____ ROUTE: _____ MILEPOST: _____

ADOT PROJECT NUMBER: _____ ADOT ENGINEERING STATION: _____

Name of Encroachment Owner: _____
 Mailing Address of Owner: _____
 City: _____
 State: _____ Zip: _____
 Phone: _____
 E-mail address: _____
 Name of Local Point of Contact: _____
 Phone Number for Local Point of Contact: _____

Name of Authorized Agent / Applicant (*If other than the Encroachment Owner*):
 TEAM FISHEL
 Mailing Address: _____
 3831 E La Salle St
 City: _____
 Phoenix
 State: _____ Zip: _____
 Arizona 85040-9005
 Phone: _____
 602-708-0704
 Legal Relationship to Owner:
 Contractor Sub Contractor Authorized Employee
 Engineer Attorney Other: _____
 E-mail Address: _____
 tdotson@teamfishel.com

City (in or near) Tusayan Side of Highway: N S E W (check one)
 Highway Route # 64 Approximately 3051 Feet N S E W (check one) of Milepost # 236

Encroachment Owner's Project # or Property Parcel #: _____ Project Duration : 60 days

Description of the proposed work or activity in the right-of-way: Placement of conduit and fiber optic cable for the town of Tusayan

The Encroachment Owner will be the Permittee. By signing this application, the Encroachment Owner and the Owner's Agent acknowledge that the information given and statements made in this application are true and correct to the best of his/her knowledge. The Encroachment Owner agrees as the Permittee to accept the following General Obligations and Responsibilities as described on page 2 of the application. By accepting an approved encroachment permit, the Permittee agrees to the requirements described in the permit, to be responsible for all permit requirements, and to comply with ADOT's requirements as set out in the permit. An approved permit consists of but is not limited to this application and final supporting documentation approved by ADOT, and any requirements set by ADOT. NO WORK SHALL TAKE PLACE INSIDE THE RIGHT OF WAY WITHOUT AN APPROVED PERMIT ON SITE.

ERIC A. DUTHIE, TOWN MANAGER  3/8/17
 Encroachment Owner (Print Name and Sign) Date

Tyler Dotson  3/2/2017
 Authorized Agent or Applicant: *If other than the Encroachment Owner* (Print Name and Sign) Date

FOR ADOT USE
PERMIT TO USE STATE HIGHWAY RIGHT-OF-WAY

This application is approved as a permit and a permit is issued to the Permittee. Construction is authorized only for the period indicated below.

Authorized ADOT Name and Signature _____ Authorized ADOT Name and Signature _____

Issue Date _____ Permit work to be completed by: _____

GENERAL OBLIGATIONS AND RESPONSIBILITIES

THE PERMITTEE SHALL:

1. Assume all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, including indemnify, defend, and save harmless ADOT and the State of Arizona and any of its agents, directors, officers, employees from and against any and all claims, demands, suits, actions, proceedings, loss, costs, damages of every kind, or expenses, including court costs, reasonable attorney's fees and/or litigation expenses, and costs of claim processing and investigation, arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee, any of its directors, officers, agents, employees, or volunteers, or its contractor or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the contractor's failure to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Permittee agrees to provide ADOT with a certificate(s) of insurance consistent with the requirements stated in the ADOT Permit Insurance Matrix. Permittee is also obligated to provide certificates for its contractor(s), if any. The required insurance shall be kept in force by the permittee and its contractors for the term of the permit and shall not expire, be cancelled or materially changed to affect coverage available to the State without thirty (30) days written notice to the State. Automobile and worker's compensation coverage requirements are dependent upon the use of employees and autos for the encroachment activity. Please refer to the Matrix to determine requirements for coverage, limits, language and other insurance related items specific to each permit. Contractor's certificates shall include all subcontractors assureds under its policies, or Contractor shall collect from each of its subcontractors a certificate that meets or exceeds the requirements for a Contractor as outlined in the Matrix. Contractor agrees to maintain and make available to ADOT all subcontractors' certificates upon demand. ADOT reserves the right to require an increase or allow a decrease in insurance limits or coverage based on the risks and financial exposure arising out of the event or activity proposed in the permit application. The Encroachment Permit is issued upon the expressed condition that ADOT and The State of Arizona does not protect or insure against loss of personal property or improvements owned by Permittee. Permittee waives the right to claim damages from ADOT and the State of Arizona for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils that is not the direct result of negligence by ADOT or the State of Arizona.
2. Comply with Environmental Laws.
 - A. Environmental Laws refers collectively to any and all federal, state, or local statute, law, ordinance, code, rule, regulation, permit, order, or decree regulating, relating to, or imposing liability or standards of conduct on a person discharging, releasing or threatening to discharge or release or causing the discharge or release of any hazardous or solid waste or any hazardous substance, pollutant, contaminant, water, wastewater or storm water, and specifically includes, but is not limited to: The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act; the Clean Water Act (CWA); the Clean Air Act; the Occupational Safety and Health Act; the Arizona Water Quality Act Revolving Fund Act, the Arizona Hazardous Waste Management Act, any applicable National Pollutant Discharge Elimination System (NPDES) or Arizona Pollution Discharge Elimination System (AZPDES) permit, any applicable CWA Section 404 permit, or any local pretreatment or environmental nuisance ordinance.
 - B. Specifically agree that in the course of performing any activity for which this Permit is necessary:
 - i. To comply with any and all Environmental Laws;
 - ii. To ensure that no activity under this Permit shall cause ADOT to be in violation of any Environmental Laws;
 - iii. That if the Permittee fails or refuses to comply with any Environmental Laws, or causes ADOT to be in violation of any Environmental Laws, ADOT may at its sole and unreviewable discretion, (1) revoke this Permit; (2) require the Permittee to undertake corrective or remedial action to address any release or threatened release or discharge of the hazardous substance, pollutant or contaminant, water, wastewater or storm water; and (3) expressly consents to entry of injunctive relief to enforce any listed remedies.
 - iv. To indemnify ADOT for any losses, damages, expenses, penalties, liabilities or claims of any nature whatsoever suffered by or asserted against ADOT as a direct or indirect result of the disposal, escape, seepage, leakage, spillage, discharge, emission, or release of any hazardous waste, solid waste, hazardous substance, pollutant or contaminant, water, wastewater or storm water and losses, damages, expenses, penalties, liabilities and claims asserted or arising under the Environmental Laws, or for ADOT's costs in undertaking corrective action pursuant to an order of or settlement with a duly authorized regulatory agency or injured third party or for any penalties associated with Permittee's activities;
3. Be responsible for any repair or maintenance work and repair any aspect or condition of the encroachment that causes danger or hazard to the traveling public, for the duration of the encroachment and must perform such work under the appropriate encroachment permit authorization;
4. Comply with ADOT's traffic control standards with an ADOT approved traffic control plan;
5. Obtain written approval from the abutting property owner (and/or underlying fee owner where ADOT owns its right of way by easement) if the encroachment encroaches on abutting property owned by someone other than the permittee (and/or on underlying fee land owned by someone other than the permittee where ADOT owns its right of way by easement). In any case and at the Department's discretion; ADOT may require written approval from the abutting property owner prior to issuance of the encroachment permit.
6. ADOT reserves the right to require the permittee to perform any repairs necessary to the encroachment throughout the life of the encroachment;
7. Remove the encroachment and restore the right-of-way to its original or better condition if ADOT cancels the encroachment permit, and terminates all rights under the permit, or if the project terminates for any reason beyond ADOT's control;
8. Reimburse ADOT for costs incurred or deposit with ADOT money necessary to cover all costs incurred for activities related to the encroachment, such as inspections, restoring the right-of-way to its original or better condition, removing the encroachment, or repair encroachment to originally permitted condition and comply with ADOT's bond policy as applicable;
9. Notify a new owner to apply for an encroachment permit, as required by Arizona Administrative Rule R17-3-502(D);
10. Apply for a new encroachment permit if the use of the permitted encroachment or the use of adjoining property changes;
11. Keep a copy of the encroachment permit at the work site or site of encroachment activity;
12. Construct the encroachment according to attached Specifications, Standards and the plans approved by ADOT as part of the final permit; any changes shall be approved by ADOT prior to implementation;
13. Obtain all required permits from other government agencies or political subdivisions;
14. Remove any defective materials, or materials that fail to pass ADOT's final inspection, and replace with materials ADOT specifies.
15. Have the right to a hearing as prescribed in Arizona Administrative Code, R17-3-509 if the permit application is denied;
16. Understand that once issued, the permit is revocable and subject to modification or abrogation by ADOT at any time, without prejudice.

By accepting an approved encroachment permit, the Permittee agrees to the requirements described in the permit, to be responsible for all permit requirements, and to comply with ADOT's requirements as set out in the permit. **NO WORK SHALL TAKE PLACE INSIDE THE RIGHT OF WAY WITHOUT AN APPROVED PERMIT ON SITE.** I have read and understand the above requirements: Initial *TD* Date 3/2/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: The Fishel Company

Endorsement Effective Date: 8/1/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when required by written contract	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when required by written contract	All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who Is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31PKG8940600

Named Insured: The Fishel Company dba Team Fishel

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 08/01/2016

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization when required by written contract or agreement

Policy Number: 31WCI8940400

Carrier: Arch Insurance Company

Effective Date: 8/1/2016

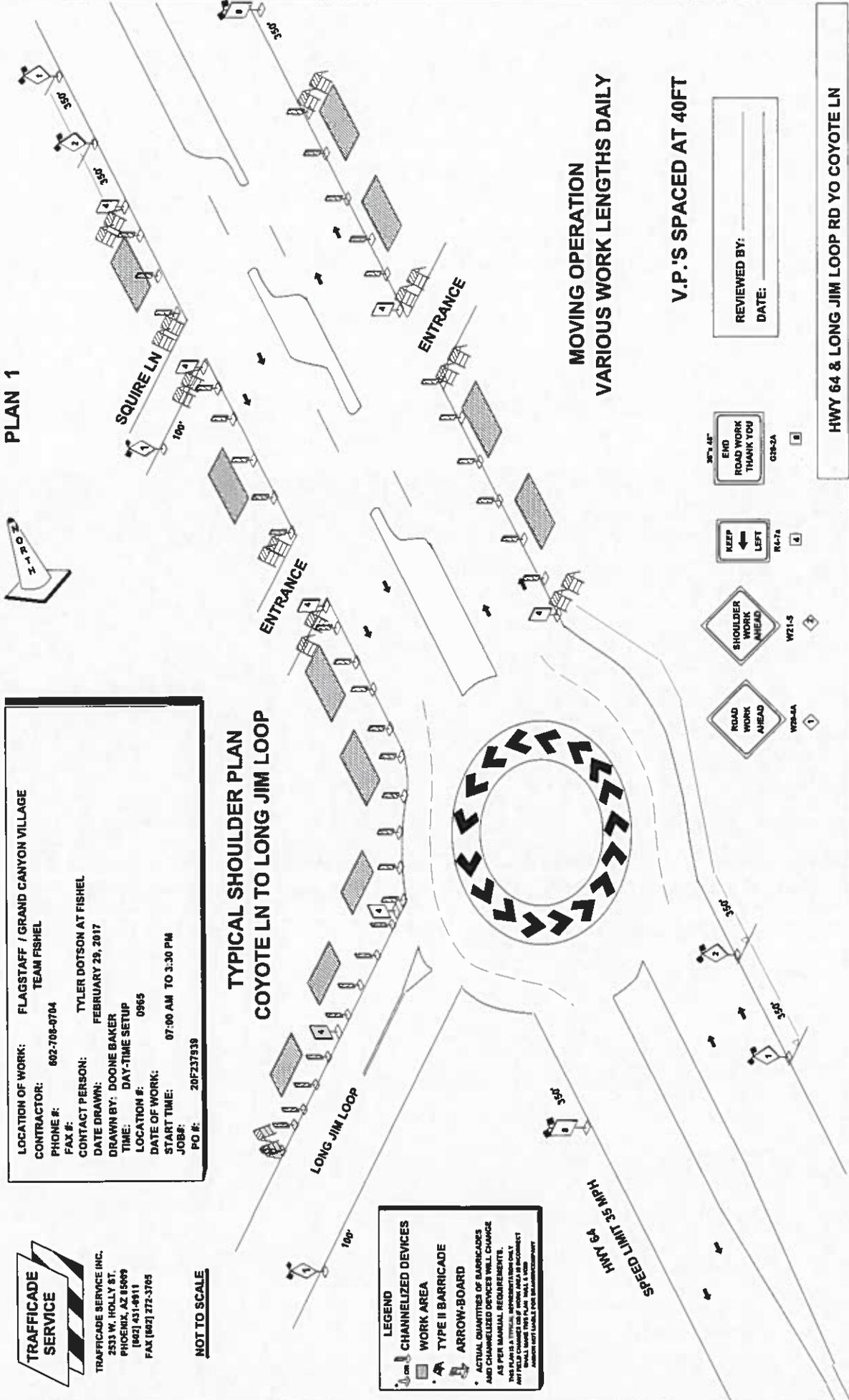
PLAN 1

LOCATION OF WORK: FLAGSTAFF / GRAND CANYON VILLAGE
CONTRACTOR: TEAM FISHEL
PHONE #: 602-708-0704
FAX #: TYLER DOTSON AT FISHEL
CONTACT PERSON: FEBRUARY 29, 2017
DATE DRAWN: DOONE BAKER
DRAWN BY: DAY-TIME SETUP
TIME: 0965
LOCATION #: 07:00 AM TO 3:30 PM
DATE OF WORK:
START TIME:
JOBS: 20FZ37938
PO #:

TRAFFICADE SERVICE
 TRAFFICADE SERVICE INC.
 2533 W. HOLLY ST.
 PHOENIX, AZ 85009
 (602) 431-0911
 FAX (602) 372-3765

NOT TO SCALE

**TYPICAL SHOULDER PLAN
 COYOTE LN TO LONG JIM LOOP**



LEGEND
 CHANNELIZED DEVICES
 WORK AREA
 TYPE II BARRICADE
 ARROW-BOARD
 * ACTUAL QUANTITIES OF BARRICADES AND CHANNELIZED DEVICES WILL CHANGE AS PER MANUAL REQUIREMENTS.
 THIS PLAN IS A TYPICAL REPRESENTATION ONLY. NOT FIELD CONDITIONS. ALL FIELD CONDITIONS SHALL BE ACCURATELY RECORDED AND REFLECTED IN THE FINAL PLAN.
 PREPARED BY: TRAFFICADE SERVICE INC.

**MOVING OPERATION
 VARIOUS WORK LENGTHS DAILY**

V.P.'S SPACED AT 40FT

REVIEWED BY: _____
 DATE: _____

- 307-45 END ROAD WORK THANK YOU C19-3A
- KEEP LEFT P44-74
- SHOULDER WORK AHEAD W71-5
- ROAD WORK AHEAD W20-4A

HWY 64 & LONG JIM LOOP RD YO COYOTE LN

**HWY 64
 SPEED LIMIT 35 MPH**

Item 8Bii

Arizona Broadband for Education Initiative



Milan Eaton

milan.eaton@azed.gov

State E-Rate Director for Schools

Mala Muralidharan

mala@azlibrary.gov

State E-rate Coordinator for Public Libraries



High-speed Internet is the necessary foundation for taking advantage of technology in the classroom. I support expanding broadband connectivity in every classroom in our state to ensure our students have the tools and skills they need to succeed in school and beyond.



Governor Doug Ducey...

Bandwidth Recommendations

SETDA - FCC's recommended Internet Standards

School Year	2017-18	2020-21
Small School Districts (Fewer than 1,000 Students)	At least 1.5 Mbps per user (Minimum 100 Mbps for district)	At least 4.3 Mbps for district
Medium School District Size (3000 Students)	At Least 1.0 Gbps per 1000 users	At least 3.0 Gbps per 1,000 users
Large School District (more than 10,000 student)	At least 0.7 Gbps per users	At least 2.0 Gbps per 1,000 users
Libraries serving less than 50,000		At least 100 Mbps to the branch
Libraries serving more than 50,000 people		At least 1.0 Gbps

Funding Example

E-rate funding and rule changes have created an

UNPRECEDENTED, SHORT TERM OPPORTUNITY

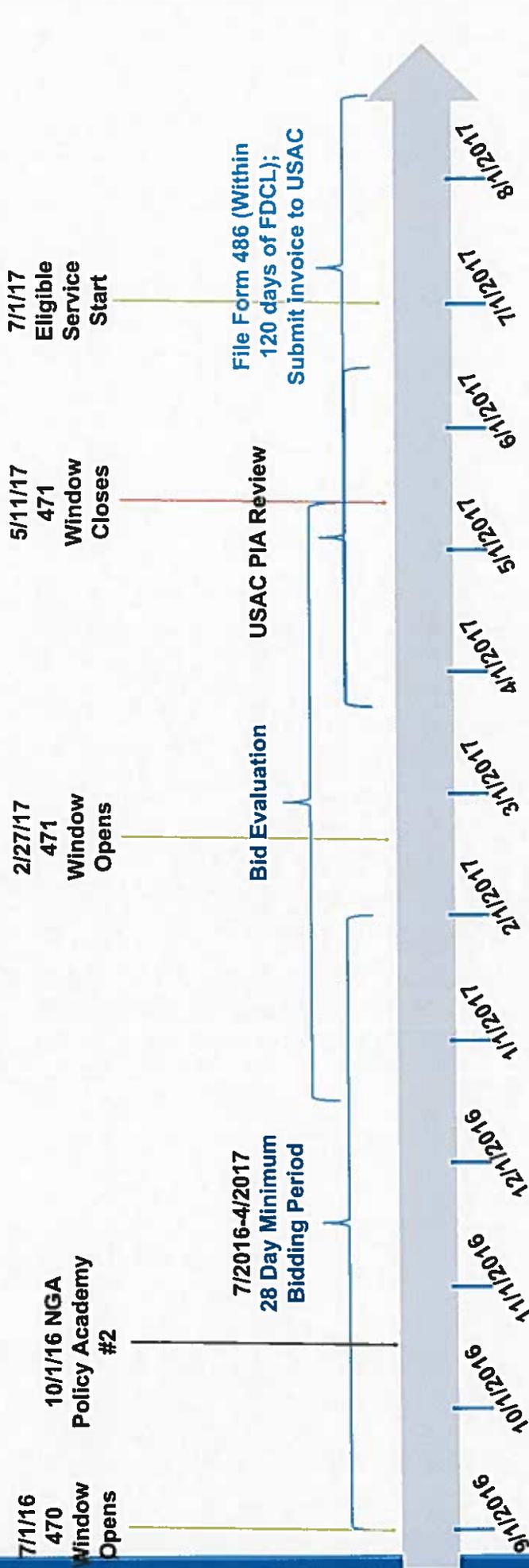
to connect schools and libraries to fiber and create more upgrade options

- **Example:** District is in need of high speed internet but is several miles from the nearest telco location
- One-Time Build costs = \$100,000
- For a school/library with 80% discount E-rate will pay for 80% of the costs = - \$80,000
- State can pay 10% = - \$10,000
- With State match, E-rate will pay and additional 10% = - \$10,000
- Net cost to District = \$ 0.0

State Match Status

- **March 2**
 - Final hearing at the Corporation Commission
- **March 14**
 - Final meeting of the Corporation Commission and vote
 - Try to attend if at all possible:
 - 1200 W Washington - Phoenix
- **March 16**
 - Send the new rules to USAC for approval of Arizona State Match program (Preliminary review is complete)

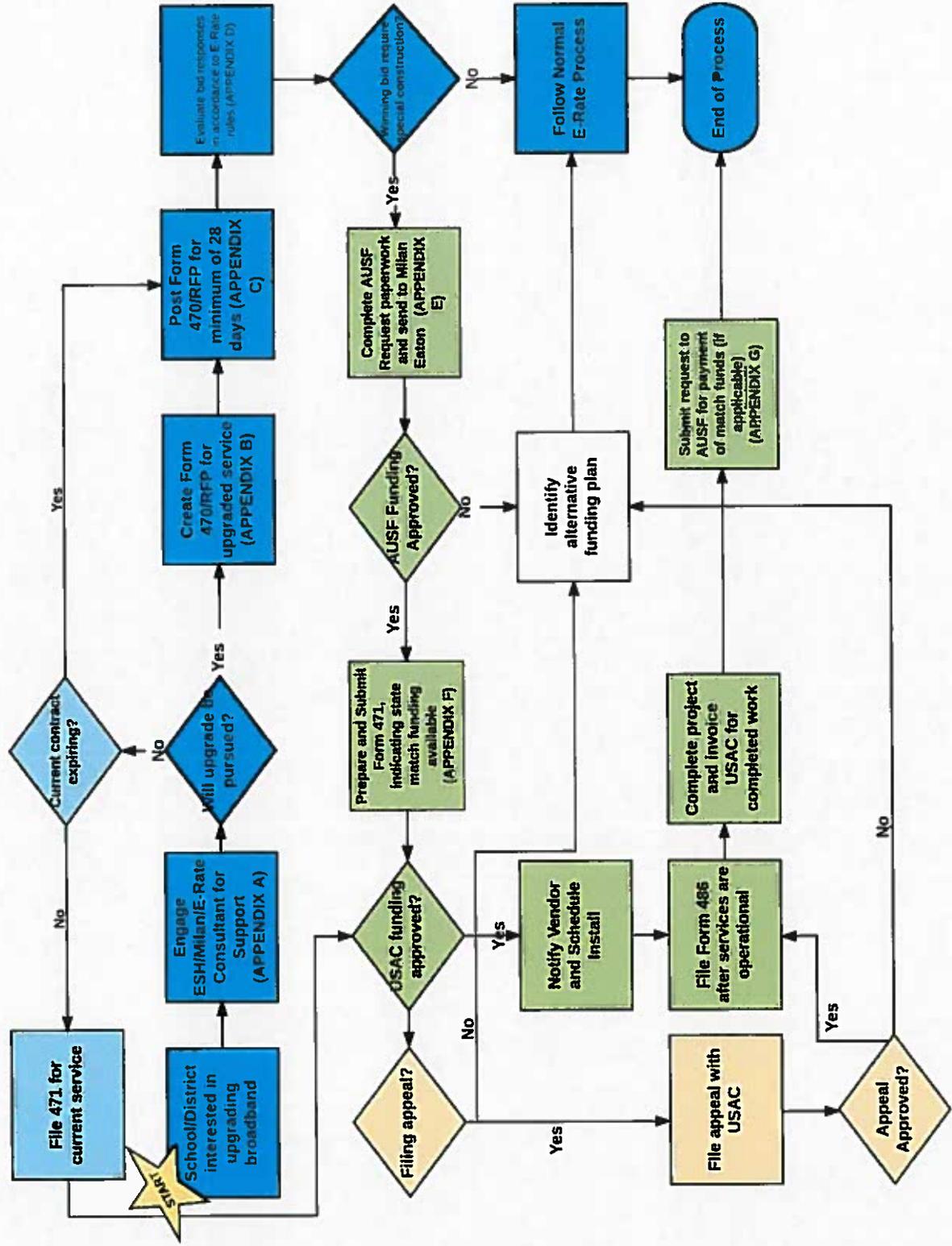
Timeline



PROVIDING ACCESS
Preserving Arizona
 Arizona State Library,
 Archives and Public Records



Administrative Process



E-rate Resources for AZ

- Arizona Department of Education (ADE)
<http://www.ade.az.gov/erate>
- Arizona State Library Archives and Public Records
<http://www.azlibrary.gov/libdev/funding/e-rate>
- Arizona State Procurement Office (AZSPO)
<https://procure.az.gov/bsso/login.jsp>

Please thank Mark Masterson (ADE CIO) and Michele Reagan, Secretary of State, for maintaining State E-rate Coordinators for schools and Public Libraries on their staff enabling Arizona to receive over \$85M Federal Funds.
Mark.masterson@azed.gov and mreagan@azsos.gov

TOWN OF TUSAYAN

at the entrance to Grand Canyon National Park



Mr. Keith Watkins
Senior Vice President
Economic/Rural Development
118 N. 7 Avenue, Ste. 400
Phoenix, AZ 85007

March 9, 2017

RE: Letter of Support

Dear Mr. Watkins,

Technology and the digital age are significant drivers of the twenty first century economy. It is critical that our youth are schooled in meeting the needs of the coming digital age. To do this we need a strong reliable and affordable connection to digital infrastructure. While this type of connection is available in abundance in the metropolitan regions of Arizona, the rural areas of Arizona are significantly underserved by high speed broadband at affordable rates.

The rural areas are at a considerable economic disadvantage due to disparities in population densities and geography which translates to the fact that the youth in rural areas are consequently also at a disadvantage.

Therefore, the Town of Tusayan strongly supports the Arizona Corporation Commission's action to amend the Arizona Universal Service Fund to create a 10% matching fund of approximately \$8,000,000 to match the federal E-rate fund for the state of Arizona and further urges other rural counties, school districts, cities and towns to support the same.

Sincerely,

Eric A. Duthie
Town Manager
Town of Tusayan



ARIZONA CORPORATION COMMISSION

FOR IMMEDIATE RELEASE: March 14, 2017

MEDIA CONTACT: Angie Holdsworth (602) 542-0844

Commission Approves Changes to AUSF to Fund Internet for Rural Schools

(Phoenix) The Arizona Corporation Commission unanimously approved changes to the Arizona Universal Service Fund (AUSF) rules in order to provide funds for an innovative program to connect Arizona's rural schools to the internet.

Commissioner Andy Tobin, who has lead this effort, voted via broadband from Sierra Vista in a live internet feed.

"I am so pleased with the broad support for this program," said Commissioner Andy Tobin. There has been much momentum from a wide range of agencies, members of the Legislature, and from the local city and county officials who have come together for the sake of our rural students. I want to encourage those involved to take this initiative into special consideration in order to supplement the Governor's proposal so that all Arizona schools and libraries will have access to broadband internet." said Commissioner Andy Tobin.

The vote paves the way for the AUSF to fund a program which partners the Corporation Commission with the Governor's Office, the Superintendent of Public Instruction, and the non-profit *EducationSuperHighway* to draw down approximately \$100 million in federal E-rate funds to pay for infrastructure which will provide broadband to rural schools and libraries. The AUSF will provide \$8 million in state match funding. The *EducationSuperHighway* and the Department of Education estimate another \$5 million will be needed. That money is included in the Governor's budget proposal. The Commission began emergency rule-making proceedings in order to amend AUSF rules in time for schools to apply for funds this year.

Approximately 250,000 students in Arizona lack sufficient access to internet services. The purpose of the AUSF is to support telecommunications carriers as they build scalable infrastructure to serve student in rural areas of Arizona. The funds are collected through a monthly service charges. The change will increase that charge from a \$0.01 charge to \$0.15 per month for one year and then the AUSF would expire. The program would be limited in order to take advantage of immediate federal funding opportunities and would be eliminated after funds have been dispersed to schools and libraries.

"The access for the schools also provides health education programs and health care services through Arizona's internationally recognized telemedicine program," said Commissioner Bob Burns.

The Commission held two workshops with stakeholders prior to this vote in order to fast track the amendments to the AUSF rules. Commissioners Andy Tobin and Bob Burns co-chaired those workshops.

Established by Article 15 of the state's constitution, the Arizona Corporation Commission is responsible for the

regulation of public utilities, overseeing the incorporation or registration of companies wishing to do business in Arizona. Additionally, the Corporation Commission registers and oversees securities offerings and dealers, and enforces railroad and pipeline safety. The five commissioners that make up the Commission are elected by the people of Arizona for a four-year term, with the option of serving for two consecutive terms. To learn more about the Arizona Corporation Commission and the Commissioners, please check out <http://www.azcc.gov/Divisions/Administration/about.asp>

GC Library

1 message

Bill Bolin <billbolin@hotmail.com>

Wed, Mar 15, 2017 at 12:17 PM

To: Eric Duthie <tusayantownmanager@gmail.com>

Mala provided the following information re: GC Library (GCCL) from Mark Cesare - IT Dir.

Coconino. Thought this might be helpful during your conversation with Library this afternoon.

The Grand Canyon Community Library is housed in an historic building inside the Nation Park. Because of this historic status, the library is limited – we can't make any permanent changes to the building. For example, we can't disturb the ground outside to install ne cables. We can't install a microwave dish. Etc. We asked for additional copper phone lines inside the building so we could implement bonded T-1 lines a few years back. The request was denied. The NPS balked at a new modem I attached to the wall with two screws. The point here is that clearing the paperwork and negotiating with the NPS to get faster internet in the library is a major project that will take months (at best) On a related note the sole provider at Grand Canyon (south rim) is CenturyLink. The last time I checked the maximum speed they offered was 10Mbps. Upgrading their system could potentially require hundreds of miles of microwave – or whatever infrastructure they choose. In this case, the library budget could probably afford a speed increase, but not all the way to 100Mbps. GCCL has 9 PACs, but wi-fi users are the biggest share of internet traffic.

JOBS for Arizona**Systems Technology Staffing (STS)**

Item 9Ai

**TOWN OF TUSAYAN NOTICE OF PUBLIC HEARING OF THE
PLANNING AND ZONING COMMISSION AND TOWN COUNCIL**

Notice is hereby given that on April 18, 2017, the Planning and Zoning Commission of the Town of Tusayan will hold a public hearing to consider approving the following items:

1. Conditional Use Permit No. 2017-01; a request to continue the existing location of the COMMNET Four Corners, LLC wireless communication tower and appurtenant uses generally located on a 0.15 acre portion of a 29 acre parcel west of Highway 64, and west of the Grand Canyon Squire Inn along the north boundary of the Grand Canyon Airport and further identified as Assessor's Parcel No. 502-17-023D.

2. Zone Change No. 2017-01; to consider establishing a maximum height limitation in the G, AR, RR, RS-6,000, RS-10,000, RS-18,000, RS-36,000, RM-10/A, RM-20/A, CN-2/A, CG-10,000, CH-10,000, MP-20,000, M-1-10,000, M-2-6,000, MHP, PRD, PC, and RMH, zone districts in the Town to a height of 65 feet, provided that said height limit may be exceeded upon approval of a conditional use permit, and provided that any such height limit be subject to the requirements of the Federal Aviation Administration.

The Town Council will hold a public hearing on April 19, 2017, to consider the recommendation of the Planning and Zoning Commission regarding Zone change No. 2017-01; an increase to the maximum allowable height limits for the Town of Tusayan.

The Planning and Zoning Commission will meet at 6:00 p.m., on April 18, 2017, and the Town Council will meet at 6:00 p.m., on April 19, 2017, at the Town Hall located at 845 Mustang Drive, Tusayan, Arizona to act upon this issue.

Said public hearings are open to the public, and all persons are invited to attend and will be given full opportunity to be heard. Any person wishing to be heard, or wishing to present evidence for or against this project, is hereby notified and directed to either appear at the time and place aforesaid, or send written comments to the Town Manager/Town Clerk. All comments must be received by the Town Clerk on or before April 18, 2017, for the Planning and Zoning Commission public hearing, and all comments must be received by the Town Clerk on or before April 19, 2017, for the Town Council public hearing

Respectfully,

Eric Duthie, Town Manager

cc: Melissa Drake, Town Clerk