

TUSAYAN TOWN COUNCIL MEETING

September 22, 2010, 10:00 a.m.
Best Western Squire Inn, Zuni Conference Room
74 State Route 64, Tusayan Arizona

MINUTES

1. Call to Order and Pledge of Allegiance

Meeting was called to order at 10:03 a.m. by Mayor Shearer and Pledge of Allegiance was said.

2. Roll Call

Council members present: Mayor Pete Shearer, Vice-Mayor Greg Bryan, Council member Al Montoya, Council member Ann Wren, Council member Clarinda Vail were present. Also present was Legal Counsel, Russ Kolsrud.

3. Call to the Public

Mayor Shearer asked the public if anyone would like to address the Council on any matter not on the agenda. No response from the people in attendance.

4. Approval of Meeting Minutes

Vice-Mayor Bryan moved to approve the minutes from the August 31, 2010 meeting. Council member Vail seconded the motion. The approval of the Minutes passed unanimously.

Vice-Mayor Bryan moved to table the minutes from the September 8, 2010 meeting, as revisions had not been completed. Council member Wren seconded the motion. Council members unanimously agreed.

5. Administrative/Treasurers Report

a. Finance Report

Vice-Mayor Bryan submitted to the Council the Finance Report which one side is showing the check register and the other is accounts payable and receivable (see Attachment "A"). Received a payment from AZ DOR from July Sales Tax of \$66,058 and \$73,709, DOR Urban Funds of \$12,166, and \$50 from business' licenses; leaving approximately \$217,976 in the bank.

As approved by the Council Vice-Mayor Bryan made payments to Moyes Sellers & Sims and Clark Hill, leaving a total due of \$35,704 and \$122,302 respectfully. Vice-Mayor Bryan had a conversation with Legal Counsel to review the billing of 8/31/10 due to a number of items that seemed to be corrected. This billing from Clark Hill was sent to all Council members for review also.

Reimbursed Mayor Shearer and Vice-Mayor Bryan for mileage totaling \$625, leaving a balance for Account Payable balance through 9/22/10 of \$158,631.

Council member Vail asked why so many July sales tax entries. Vice-Mayor Bryan has contacted the Dept of Revenue and they informed him that the total amount of July sales revenue won't be finalized until August is reconciled.

Vice-Mayor Bryan has been in contact with DOR and ADOT trying to get the rest of the Urban and HURF funds released however have not had any official response from DOR however they called and stated that they would work off the 558 number off the US Census Certificate population compared to the previously 562 which is a difference of \$4,000, however, have not received anything in writing from DOR.

John Thurston, 291 RP Drive Tusayan AZ, requested a copy of the Treasurers Report. Mayor Shearer handed a copy to him.

Vice-Mayor Bryan passed out a copy of the Town of Tusayan Publicity Pamphlet to all Council members which deals with the Home Rule Option (see Attachment "B"). The purpose of the pamphlet is to provide voters with information on the Home Rule Option which will appear on the November 2, 2010

General Election ballot. This will be mailed out to all voters in the community.

Vice-Mayor Bryan informed the Council that he received a mailer from the Arizona Municipal Risk Retention Pool regarding the Fire Ordinance and defining fireworks. Vice-Mayor Bryan will continue making copies for all Council members when receiving mailings through the post office.

b. Williams Magistrate – discussion and possible action

Mayor Shearer advised Council that there was nothing to discuss or report on the Magistrate however this will be an on-going item on the agenda.

c. Payment of Bills – discussion and possible action

Vice-Mayor Bryan asked Council what bills they would like to see paid. Council member Vail responded by saying another 25% of each could be paid. Vice-Mayor Bryan asked that the Clark Hill 8/31/10 invoice not be included due to being reviewed by the Attorneys. All agreed to pay Clark Hill \$22,723 and \$8925 to Moyes Sellers & Sims plus reimburse expenses to Mayor Shearer and Vice-Mayor Bryan.

Vice-Mayor Bryan moved to approve paying Clark Hill, Moyes Sellers & Sims, and reimburse expenses to Mayor Shearer and Vice-Mayor Bryan. Council member Vail seconded the motion. All agreed unanimously.

**** Presentation by Anasazi and Hydro Water Companies, #11 – discussion and possible action**

Council member Vail asked if the presentations by the water companies be moved up on the agenda. All council members agreed.

Vice-Mayor Bryan informed Council that John Rueter representing Hydro Water Companies had a prior commitment and could not be present however he asked to be rescheduled at a later date.

Council member Vail stated that she would be recusing herself from the discussion.

Mayor Shearer explained to Council that there has been discussion between ACC and the TWDA water systems regarding water companies in Tusayan. Mayor Shearer would like to open the floor up to Paul Brinkmann attorney with Shorall, McGoldrick & Brinkmann, 702 N. Beaver Street, Flagstaff AZ, and representing Anasazi Water Company. Mr. Brinkmann would like to update the Council regarding Anasazi's pending matters with Arizona Corporation Commission (ACC). Shorall, McGoldrick & Brinkmann was asked to represent Anasazi Water Companies and have done so over the years. Anasazi Water Company is comprised of the Thurston family members who also make up the entity of the Red Feather Limited Properties which owns and operates properties in the Tusayan area. Anasazi was created in 1996 as a LLC for the service of the Red Feather Properties as well as its tenants and as of today it has nine customers, seven of which are Red Feather Properties or its tenants. In 1978 Tusayan Water Development Association (TWDA) was created and it is the entity which holds the Certificate of Convenience and Necessity (CCN) through the ACC for supplying the water. It's also the entity through which Anasazi bills its customers.

In April 2010 as part of ACC's rate application process and follow-up meetings has requested that its suppliers of water through TWDA, Anasazi being one, either file an application to obtain its own Certificate (CCN) or be adjudicated a non public service corporation. It provided an October 20th time frame and as of this time, Anasazi is considering its options of which way to go, either apply to be adjudicated a non public service corporation in light of its unique characteristics in serving mostly its own properties or tenants; less than 10 total or apply for application for a CCN. By October 20th it will file one of the two applications with the ACC. At this time, Mr. Brinkmann asked Council if they had any questions of him.

Vice-Mayor Bryan asked Mr. Brinkmann if he saw this issue with the ACC impacting services or presenting opportunities for the future for the Town. Mr. Brinkmann responded that it is outside his jurisdiction to advice or comment. However, ACC does regulates public service companies and in doing so, they confirm rate applications, rate increases, the supplying of water, however, that would be put aside if the Town provide water on its own.

Vice-Mayor Bryan asked Mr. Brinkmann if he couldn't answer he understood, but he would like to know if Anasazi chose to go being a non-service and not go for a CCN, what if the State came to the Town and needed someone to step up somewhere would your company be open with an acquisition? Mr. Brinkmann answered by stating that it was like looking in a crystal ball and could not comment on that. He did indicate that Anasazi was initially created to handle the supply of water its limited Red Feather properties and tenants which is less

than ten as stated before.

Vice-Mayor Bryan asked Mr. Brinkmann if he knew the percentage of the infrastructure in the Town that Anasazi owns, and he stated no.

Council member Wren asked Mr. Brinkmann if their company has had any communication with Hydro at which direction they're taking, and he again stated no.

Vice-Mayor Bryan requested Legal Counsel to get the report on the three entities (Hydro Resources, Anasazi Water Companies, and TWDA) in the process with ACC. Whether in the near future or further down the road, this decision will impact the Town and its water resources.

Mayor Shearer stated that as he understood it that the Town would have much more power to control the water system with less liability than a private company, and would like to thank each of the water companies for stepping up to the plate to fill this need. However, being incorporated now, it may be in the best interest of the Town to take over the water systems.

Mayor Shearer asked Legal Counsel since some of the Council members have a relationship with the water companies, can the Town Council act on this without it being a conflict of interest. Legal Counsel responded by saying that the conflict of interest is by ownership not by being an employee.

Mayor Shearer asked Council for this to be placed on the agenda for the next meeting. Mayor Shearer thanked Mr. Brinkmann for his attendance.

**** Authorization for attendance to the Coconino Plateau Water Advisory Council Meeting, #11a**

Vice-Mayor Bryan stated that he did receive Mayor Shearer's email requesting to attend the Coconino Plateau Water Advisory Council meeting. However, since this is a long-term impact to the Town and moving into a new Council, he would recommend that John Reuter be the person to work on the committee. He has some of the most leading basis information and processing and with him being on the new council, in all due respect and in continuity and reporting back and forth, it would be more appropriate and efficient to have a person from the incoming Council.

Mayor Shearer stated that he had conversed with Sue Pratt and she said that Barry Baker use to sit on the council, and that he as attended the meetings for Barry and John in their absence. He requested to sit on the council to represent the Town through the Sanitary District along with John Reuter. He stated that with water conversation being a huge impact and the Town having huge successes in this area, that the more participation representative from the Town would be ideal.

Vice-Mayor Bryan moved to select John Reuter to represent the Town on the Coconino Plateau Water Advisory Council. Council member Montoya seconded the motion.

Vice-Mayor Bryan stated that he had extensive conversations with Barry Baker regarding the feasible study and it is going to be approximately \$70 to \$100 million to complete the study. Have representation at the meetings is imperative, because being a Town we have voting rights.

Council member Wren asked Legal Counsel why there couldn't be two representatives from the Town that sit on the committee. She stated that possibly having two representatives could be in the best interest of the Town.

Mayor Shearer did express his concerns to Sue and like to have some continuity and if John Reuter could attend October 1st meeting, then they could start at ground zero. Mayor Shearer informed the Council that the Water Advisory Council is looking at collecting money from Towns and private entities to pay the 51% of the funds that need to be incurred for the feasible study. They did receive a grant from the Rural Water Act to help with the expenses. The meeting on October 1st is the first time this issue will be discussed.

Council member Vail asked Legal Counsel if he saw any conflict of interest with John Reuter being on the committee, since he is employed and paid by Hydro Water Resources, one of the water companies. Legal Counsel responded no, not at this time.

Vice-Mayor Bryan moved to amend his motion. Council members agreed unanimously.

Vice-Mayor Bryan amended his motion with offering of two names, John Reuter and Pete Shearer to represent the Town if the Water Advisory Council so accepts, if not, then John Reuter would be the best fit as a representative for the Town. Council members agreed unanimously.

6. Ordinance for Planning & Zoning Commission Structuring – discussion and possible action

Mayor Shearer stated that he had sent out a draft and had not had any response from any Council member

on the P&Z application form. He stated that it probably wasn't as detailed as it should be. Council members apologized to Mayor Shearer and they will review the form and respond to him with comments.

Vice-Mayor Bryan stated that he felt that all the applicants should come before the entire Council to answer questions and so forth. This would be beneficial in finding out strengths and weaknesses of each applicant and it would help the Council to get a sense of awareness and confidence out of those applicants interviewed. Out of all the applicants interviewed, each Council member would pick one person and then draw out of the lot for the other two seats. Due to some confusion by Council members, Legal Counsel read the P&Z Ordinance back to the Council as it was approved and passed as how the P&Z Commission would be picked.

Since these are appointed positions, Vice-Mayor Bryan suggested this be posted and given a time line for applications to be submitted. Qualification, duties and responsibilities need to be established which is a key component to be able to measure the ability of the individual in performance. Mayor Shearer suggested that once the P&Z committee is appointed they should work on the responsibilities and guidelines as a team. Council member Wren suggested that once the P&Z committee is selected, they could work with the Council to establish the guidelines and responsibilities together. Vice-Mayor Bryan thoughts were that the guidelines be clearly defined with expectations, responsibilities and limitations set before the process begins – that is a form of success.

Mayor Shearer stated that the October 1st deadline is fast approaching and that this committee needs to be appointed as soon as possible. Vice-Mayor Bryan suggested that the process needs to begin and the application be published, however, the new incoming Council will be the ones working with the committee, therefore, they should have the opportunity to appoint the committee. He feels that the P&Z Committee is the 2nd strongest next to the Council that can impact the community and appointing the committee should not be taken lightly.

Mayor Shearer stated that at the last Town Hall meeting, there was a good diverse group of community members that had expressed an interest in serving on the P&Z Committee and in order to be held accountable to them as a public entity they would like to be involved.

Vice-Mayor Bryan suggested Mayor Shearer publish an application with an October deadline to begin the process and get a couple of people to begin to establishing guidelines for the Commission. Council member Vail stated that the Sedona application appeared to be one to make a few revisions to and go by that one. Council member Wren stated that she would assist Council member Vail in preparing the application. Council member Vail asked that when the application is emailed to the Council, review it and make suggestions and forward them to the Town Clerk that way this item can be put on the agenda for the next meeting.

7. Creation of a Town Ordinance regarding requirements for submission of Development Plans – discussion and possible action

Legal Counsel updated the Town Ordinance to read that within 3 working days, the Council would be responsible to contact the specific entity depending on the plan submitted not the applicant. Legal Counsel had emailed Council so that they could review the Ordinance. This would allow the entities time to prepare for any action they may have to take.

Council member Vail was concerned that the Ordinance referred to the Town P&Z Commission, because at this time the zoning is through Coconino County. Legal Counsel informed Council that the Ordinance was drafted on the assumption that Tusayan had a P&Z Commission in place and the members would be appointed to fill all the vacancies.

Vice-Mayor Bryan asked that the Ordinance basically include that if the Town contracted out for the staff services, the Council would still be responsible, yet they could define as one of the staff's job assignments would be to communicate with the specific entity needed. If the Town worked a contract out with the County and showed them the Town's guidelines and they agree to the contract they would be obligated to send information to the entities.

Council member Vail moved to approve Ordinance #2010-09-22-01 as presented, Creation of a Town Ordinance regarding submittal of Development Plans. Council member Wren seconded the motion. Motion carries unanimously. Legal Counsel clarified that the Ordinance is not effective for 30 days.

8. Intergovernmental Agreement with Coconino County – discussion and possible action

a. Community Development IGA

Council member Wren informed that she had contacted Kathy with the Coconino County Sheriff's

Department however she has not gotten any response. Council member Vail has contacted Bill Towler after the last meeting and Cameron Williams was to provide information to Michelle D'Andrea as to the Ordinances and Resolutions that had or had not been approved and passed.

Legal Counsel had talked directly with Bill Towler with the County several times. Legal Counsel has come up with an amendment to the existing contract to extend it 60 days. Council was informed that there's a law that states a contract can be revised, amended, or extended, but it can't be extended more than the original terms which this one is 60 days. Legal Counsel discussed with Bill on how to structure the contract to extend it by 60 days due to a new Council starting in November. Late yesterday, Legal Counsel received the County's revisions to the contract. Legal Counsel passed out the 2nd amended IGA from Coconino County along with the User Fee Study Summary Sheet (see Attachment "D" & "E"). The underlined sections are what the County Development group added to the original contract. Portion that is not underlined basically extends the contract to December 1, 2010. The only subsequent change is paragraph 2, section 2, Bill Towler wanted the applicant on any rezoning or any use to pay their user fee's which is typical except it's their cost fee's and not their normal standard fee's. The rest of the contract is what was edited and paragraph 3, 4, 5 and part of 6 was added. At this time, Council members reviewed the contract.

Mayor Shearer asked Vice-Mayor Bryan if the December 1st deadline would be enough time to review the private proposals for services with the incoming Council members. Vice-Mayor Bryan asked Legal Counsel if it would be a violation if the future Council met to review the Zoning documents, private proposals, etc. prior to being sworn in. Legal Counsel responded that they are private citizens and could meet and confer on any item they would like, however, Council member Montoya and Vice-Mayor Bryan could not due to them being Council members and that might be a violation.

Vice-Mayor Bryan sees no issues with the Development Plan part of the IGA, however, his concern his more with the Law Enforcement Services of the IGA.

b. Law Enforcement Services IGA

Council unanimously agreed that contracting with the County for law enforcement is the right avenue to take at this time. \$351,000 annually for services is a fair amount for the services rendered (see Attachment "F").

Legal Counsel informed the council that they could approve the IGA today and it would be effective October 1st. It would then go before the County at their meeting on October 5th to be approved. A couple of modifications need done; Section 5 needs to be changed to say October instead of September. On Attachment 2, the Town is not going to be supplying housing for Officers.

Vice-Mayor Bryan wanted to clarify that the IGA's contract runs from October 1, 2010 through June 30, 2011 and so by mid February the council would need to advise the County if the Town was not going to renew and if they are going to renew it's a time period of 5 successive, 1-year terms. Total annual sum of \$350, 546.

Vice-Mayor Bryan moved to approve the IGA with Coconino County.

Legal Counsel stated that the contract states in paragraph 3, the annual sum is \$350,546 with 12 equal installments of \$29,212 wording needs to be changed. The \$350, 546 is the commitment, not the installments of \$29, 212.

Legal Counsel due to possibly risk of increase costs to keep it, however, adding a sentence at the end foregoing the first terms of this contract for 9 months a payment of \$262,908. That way their words aren't changed in the contract.

Vice-Mayor Bryan withdrew his motion.

Council member Vail was concerned because Section 4 specially states the Town provides space to Sheriff personnel, however the Town doesn't have the rights over the space that the officers are in. Vice-Mayor suggested a Use Agreement be signed between the Town and the owner of the space that the officer's are using to cover both entities.

Council member Vail moved to approve the IGA for Law Enforcement Services with Coconino County with the noted changes (Section 3a; adding 9 months and language changed; and Section 5; change date to October). Council member Wren seconded. Council members agreed unanimously.

Council member Vail asked Legal Counsel if the county was going to approve the IGA with the Community Development and the extension of December 1st on their meeting October 5, 2010.

Vice-Mayor Bryan moved to approve the 2nd Amendment to the IGA between Coconino County and

the Town of Tusayan to provide continued interim services. Council member Montoya seconded. Council members agreed unanimously.

Legal Counsel will get clean copies of the IGA's to the Council for signatures and then they need forwarded to the County Deputy County Attorney for the Board of Supervisor's in time for their meeting on meeting on October 5, 2010.

9. Ordinance for the Town Manager Position – discussion and possible action

Vice-Mayor Bryan received suggested changes from Council member Vail, Council member Montoya, and Council member Wren. Incorporated the revisions into the Town Manager Ordinance and sent it to Cameron, Legal Attorney, so the changes should be in the document that you now have in regards to the Ordinance. William Emerson had some discussion comments that were implemented also.

Vice-Mayor Bryan moved to approve Ordinance #2010-09-22-02, Ordinance for Town Manager Position. Council member Wren seconded. Council members agreed unanimously.

Deadline for submission of applications is September 30th. Vice-Mayor Bryan will be mailing out a revised job description to all 32 applicants today.

Vice-Mayor Bryan is concerned that there are some Ordinances and Resolutions that are missing signatures. The Town Clerk will review them and bring to the next meeting for any signatures needed.

10. Resolution for the Housing Committee – discussion and possible action

The Resolution was actually approved and passed at the meeting on September 8, 2010. There were 11 applications submitted. Council member Vail is confused because she thought that the names were to be given to the Town Clerk and somehow Clayann Cook is now involved and how did it go from submitting names to the Town Clerk to Clayann. Vice-Mayor Bryan responded that we all know Clayann. Council member Vail is concerned because she informed Clayann at the last meeting that she felt that she shouldn't necessarily need to be a moderator. Very confused from the last Town Hall meeting. There was a month to prepare for the Town Hall; moderators and facilitators not scheduled; so on and so forth. Council member Vail appreciates Clayann wanting to help, but her plate may be little too full to continue to operate the Town Hall side of it. Council member Vail would like it to be made clear as to what the Council expects of Clayann.

Vice-Mayor Bryan responded by saying that there is some confusion because if Clayann was not heading the Town Hall who would be responsible for getting the moderators. If the council didn't want Clayann to lead the process then the Council fell short at not selecting someone else to do it. There was some confusion and still is and that is why the Town Hall that was scheduled for September 16th was cancelled.

There have been 5 names picked by Council, so Council needs to each pick one more name because it's a 10 member committee. Mayor Shearer appointed John Thurston and Delia Enriquez; Vice-Mayor Bryan appointed Mike Rock and John Dillon; Council member Montoya, Ginger Booth and Craig Graves; Council member Vail, Teresa Weigel and Samuel Bova; council member Wren appointed Rob Evans and Shirley Parks.

John Dillon, PO 1745 Grand Canyon AZ, asked if there has been an official solicitation for the P&Z Commission posted. Mayor Shearer stated no.

The members selected for the Housing Advisory committee also were interested in the P&Z Commission, so they are eligible to sit on both committees, however, the priority would be one or the other.

Mayor Shearer stated that the Committee is a 3-month appointment but it could be made into a Housing Authority committee or as the Council feels needed. Its main objective is to work alongside the Housing Assessment Team that will be hired.

Vice-Mayor Bryan moved to approve the Tusayan Housing Advisory committee as appointed by Council. Council member Wren seconded. Council members agreed unanimously.

Mayor Shearer informed the Town clerk that any meeting that the Housing committee holds is to be Posted because they are subject to the Open Meeting Laws. Vice-Mayor Bryan asked our Legal Counsel if he could prepare a brief summary of the legal qualifications that the committee needs to abide by. Council member Vail said that she has a nice, clear short document regarding the Open Meeting Laws that she will email to the Town Clerk, so she can forward it to the committee.

Mayor Shearer asked the Town Clerk to notify the Housing committee of the Town Hall meeting scheduled for September 30th at 6:00 p.m. Clayann Cook would also like to meet with the committee before the Town Hall in order to organize and facilitate the meeting. Clayann will get in touch with the Town Clerk regarding the date and time of that meeting. Vice-Mayor Bryan informed the Council that he will not be at the meeting as

he had a prior commitment; he apologizes and he hopes it's very productive.

11. Presentation by Water Companies

Item was moved up on the agenda as agreed by the Council members.

12. ADOT Agreement for Maintenance on the Bus Shelters – discussion and possible action

Mayor Shearer informed the Council that there has been generic agreement between ADOT and the Town and it hasn't worked well. ADOT wants someone to take responsibility of the on-going maintenance and liability of the bus shelters. He feels it's in the best interest of the Town and its relationship with the Park Service to have an agreement in place with ADOT for the bus shelters.

Greg apologized to the Council for not getting in touch with the Town's insurance company. He will contact them again, and let Council know what their response is. The bus shelters are in the ADOT's right of way so is the Town even liable and no ownership of them. No time line has been given by ADOT.

Vice-Mayor Bryan had a conversation with John Harper, ADOT Flagstaff Superintendent, questioning the highway project and he assured him that the project will begin in the spring. The only question was the enhancement money and Mr. Harper believes it's available.

Vice-Mayor Bryan will contact Tim Jarrell, Facility Management Division at Grand Canyon National Park, to discuss what his thoughts are regarding the gas line and placing a sleeve through Town.

Mayor Shearer suggested that this Item be tabled and in the meantime the insurance company will be contacted. Legal Counsel was asked to prepare a concise agreement for the on-going maintenance and liability of the bus shelters.

13. Housing Needs Assessment Study-Bid Opening and Selection – discussion and possible action

The Town Clerk opened two RFP's in front of the Council. One is Economic & Planning systems, Inc. from Denver CO, and D&H Consulting, LLC from Cottonwood AZ.

The RFP submitted by Kuehl Enterprises, LLC was delivered timely; RFP submitted by Economic & Planning Systems Inc out of Denver CO was delivered timely and the RFP submitted by D&H Consulting LLC from Cottonwood AZ was delivered timely. Legal Counsel informed Council that the first RFP, Kuehl Enterprises, had to resubmit otherwise it wouldn't comply with the RFP requirements. Legal Counsel notified the person that submitted the original RFP by certified letter informing them that the RFP was revised by the Council, what the revisions were, and included the new RFP. Therefore, Kuehl Enterprises, LLC is non-compliant with the RFP requirements.

Town Council Work Session on the RFP's is scheduled for Monday, September 27, 2010 at 10:00 a.m. Vice-Mayor Bryan would like to invite the incoming new council to participate. The Town Council Special Meeting will immediately follow the work session.

Legal Counsel informed Council that from the legal perspective that copies can be made and passed on. Town Clerk will make copies of the 2 RFP's for the new incoming Council members so they can review them before the meeting.

14. Agenda Set for the Next Meeting

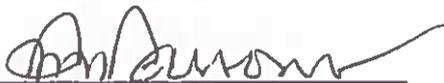
Agenda items for the next meeting on October 13, 2010 at 6:00 p.m. is: Ordinance for Planning & Zoning Commission Structuring, Presentation by Hydro Resources, ADOT Agreement for Maintenance on the Bus Shelters, Conflict of Interest Discussion, Update on Town Manager Applications

15. Adjournment

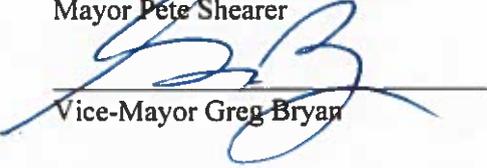
Vice-Mayor Bryan moved to adjourn the Council meeting at 12:20 p.m. Council member Montoya seconded. Council members agreed unanimously.

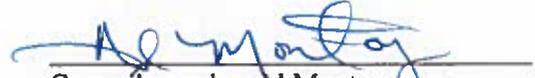
Respectfully submitted,

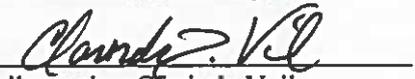
Dated: 10/13/10

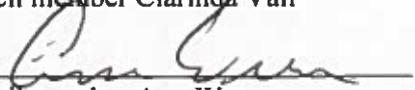

Pam Parsons, Town Clerk


Mayor Pete Shearer


Vice-Mayor Greg Bryan


Council member AJ Montoya


Council member Clarinda Vail


Council member Ann Wren

TOWN OF TUSAYAN
September 22, 2010

LIST OF OUTSTANDING INVOICES

Moyes Sellers & Sims

Billing through 5/31/10	\$42,697.62
Billing through 6/30/10	\$ 4,907.50
Paid 9/3/10	<u>(11,901.00)</u>
Total due 9/3/10	\$35,704.12

Clark Hill

Billing through 4/30/10	\$33,968.00
Billing through 5/31/10	\$26,436.91
Billing through 6/30/10	\$32,086.24
Billing through 7/31/10	\$28,698.00
Billing through 8/31/10	\$31,410.06
Paid 9/3/10	<u>(30,297.00)</u>
Total due 9/22/10	\$122,302.21

Council Reimbursement

Mayor Shearer for Conf mileage	\$330.00
Vice-Mayor Bryan for Conf Mileage/meals	<u>\$295.00</u>
Total due	\$625.00

Total Accounts Payable 9/22/10 \$158,631.33

To the voters of the Town of Tusayan

The purpose of this publicity pamphlet is to provide you with information on a measure which will appear on the November 2, 2010 General Election ballot. Preparation of this pamphlet is required by State law.

In compliance with the Federal Voting Rights Act, this publicity pamphlet has been prepared in both English and Spanish.

I urge you to carefully read the proposal contained within this pamphlet and the effect a "YES" or "NO" vote will have, so that you will be prepared to fully exercise your right to vote November 2, 2010.

Town of Tusayan

FULL TEXT OF PROPOSITION 400

PROPOSITION 400

PROPOSAL SUBMITTED BY THE TOWN COUNCIL OF THE TOWN OF TUSAYAN

OFFICIAL TITLE: A RESOLUTION PROPOSING AN ALTERNATIVE EXPENDITURE LIMITATION FOR THE TOWN OF TUSAYAN.

DESCRIPTIVE TITLE: Pursuant to the Arizona State Constitution, this proposal establishes an alternative expenditure limitation for the Town of Tusayan for the next four years. Annually, the Town Council will determine the amount of the alternative expenditure limitation for the fiscal year after at least one public hearing. This alternative expenditure limitation replaces the lower, state-imposed expenditure limitation.

A "YES" vote shall have the effect of establishing the alternative expenditure limitation for the Town of Tusayan.

A "NO" vote shall have the effect of not allowing the Town of Tusayan to establish the alternative expenditure limitation and to require expenditures of the town to be limited by the lower, state-imposed expenditure formula.

**YES
NO**

FORM OF PROPOSITION 400 TO APPEAR ON BALLOT

PROPOSITION 400

Proposal submitted by the Town Council of the Town of Tusayan relating to the establishment of the alternative expenditure limitation

A "YES" vote shall have the effect of establishing the alternative expenditure limitation for the Town of Tusayan.

A "NO" vote shall have the effect of not allowing the Town of Tusayan to establish the alternative expenditure limitation and to require expenditures of the town to be limited by the lower, state-imposed expenditure limitation.

**YES
NO**

INFORMACIÓN IMPORTANTE ELECTORAL
Fecha de la elección: martes, 2 de noviembre de 2010
Los centros electorales estarán abiertos de las 6:00 a.m. a 7:00 p.m.

REVISE EL MARBETE DE DIRECCIÓN DE ESTE FOLLETO PARA SU CENTRO ELECTORAL DEL DÍA DE LA ELECCIÓN

SE LES REQUIERE A LOS VOTANTES QUE VOTEN EN LOS CENTROS ELECTORALES PRESENTAR IDENTIFICACIÓN ANTES DE RECIBIR UNA BOLETA

LISTA 1 - Formas aceptables de identificación con fotografía, nombre y domicilio del votante. El domicilio debe igualar razonablemente al registro del distrito electoral (se requiere 1):

- Licencia válida de manejo de Arizona
- Licencia de identificación no operativa válida de Arizona
- Tarjeta de registro tribal u otra forma de identificación tribal
- Identificación válida expedida por el gobierno federal, estatal o local de los Estados Unidos

Una identificación es "válida" a menos que se pueda determinar en ella misma que ha vencido.

LISTA 2 - Formas aceptables de identificación (sin fotografía) con nombre y domicilio del votante. El domicilio debe igualar razonablemente al registro del distrito electoral (se requieren 2):

- Factura de servicios públicos de elector con fecha dentro de 90 días previos a la elección (puede ser de electricidad, gas, agua, desechos sólidos, drenaje, teléfono, teléfono celular o televisión por cable)
- Estado de cuenta de un banco o unión de crédito con fecha dentro de 90 días previos a la elección
- Registro vehicular válido de Arizona
- Tarjeta censal india
- Declaración de impuestos sobre la propiedad de la residencia de/ella electora/á
- Tarjeta de registro tribal u otra forma de identificación tribal
- Tarjeta de seguro vehicular
- Certificado del registrador
- Identificación válida expedida por el gobierno federal, estatal o local de los Estados Unidos, incluyendo una tarjeta de registro electoral expedida por el registrador del condado

LISTA 3 - Formas aceptables de identificación, una con fotografía, una sin fotografía (se requieren 2):

- Cualquier identificación válida con fotografía de la Lista 1 en la cual el domicilio no sea el mismo al domicilio en el registro del distrito electoral, acompañada por una identificación válida de la Lista 2
- Pasaporte de los Estados Unidos sin domicilio, y una identificación válida de la Lista 2
- Identificación Militar de los Estados Unidos sin domicilio, y una identificación válida de la Lista 2

Si el elector no presenta identificación como descrita, el elector deberá recibir una boleta provisional condicional. El elector tiene que presentarle identificación a la registradora del condado o a un oficial considerado aceptable por la registradora del condado de acuerdo con las instrucciones proveídas en el centro electoral para que la boleta provisional condicional se considere y se cuente como lo siguiente:

La última fecha para presentar identificación: para las 5:00 p.m., martes, 9 de noviembre de 2010

Cualquier votante inscrito, puede, a opción del volante, ser acompañado a la casilla de votación por un menor de edad permitido en la casilla de votación de acuerdo con la Sección 16-515, sub-sección E, ser acompañado y asistido por una persona que el volante haya escogido o ser asistido por dos oficiales de elecciones, uno de cada partido político principal en una elección partidista, durante cualquier proceso de votación o durante el proceso actual de votar en papeleta de votación, máquina o sistema de votación electrónico. Una persona que es un candidato para un puesto en esa elección que para el puesto de delegado del precinto en una elección primaria partidista, no esta elegible a asistir a cualquier votante. (A.R.S. §16-500.G)

Cualquier elector calificado que a las 7:00 p.m. está en la fila de votantes esperando su turno para votar será permitido preparar y depositar su voto siempre que el elector presente identificación admisible.

La última fecha para registrarse para votar: lunes, 4 de octubre de 2010
La primera fecha en que están disponibles las boletas para los siguientes métodos: jueves, 7 de octubre de 2010

Para Votar Antes de la Elección en Persona

Presentarse a una Oficina Designada para la Volación Antes de la Elección a más tardar, antes de las horas de negocio el último día de votar en persona. La Volación Antes de la Elección se permitirá de lunes a viernes durante las horas regulares de negocio.

La última fecha para votar antes de la elección en persona: viernes, 29 de octubre de 2010

La última fecha para la votación de emergencia: lunes, 1 de noviembre de 2010

Para Votar Usando el Método de Boleta Enviada por Correo

Una Oficina Designada para la Volación Antes de la Elección tiene que recibir los pedidos por escrito o verbales antes de las horas de negocio en la última fecha para hacer el pedido. Especifique a dónde debe enviarse la boleta. Incluya: nombre, dirección de la residencia, fecha de nacimiento, la elección para cual la boleta se solicita, dirección a donde se debe enviar la boleta por el correo si diferente a la dirección de la residencia, firma del solicitante.

La última fecha para pedir que se le envíe una boleta por correo: viernes, 22 de octubre de 2010
La última fecha para devolver la boleta que se le envió por correo: para las 7:00 p.m., martes, 2 de noviembre de 2010

Para que su boleta sea válida y para que se cuente, la boleta y el afidávit se tienen que entregar a una Oficina Designada para la Volación Antes de la Elección, o, el día de la elección, se pueden entregar en cualquier centro electoral designado para esta elección entre las 6:00 a.m. y 7:00 p.m.

Para Votar Con Ayuda

Una Oficina Designada para la Volación Antes de la Elección tiene que recibir los pedidos por escrito o verbales antes de las horas de negocio en el último día para hacer el pedido. Incluya: nombre, dirección de la residencia, fecha de nacimiento, la elección para cual la boleta se solicita, dirección del lugar en donde esta internado, firma del solicitante. El oficial encargado de las elecciones puede nombrar juntas con el fin de permitir votar a los electores capacitados enfermos o incapacitados.

La última fecha para pedir ayuda: viernes, 22 de octubre de 2010

Las Oficinas Designadas para la Volación Antes de la Elección

Oficina del Superintendente de Escuelas de Grand Canyon

1 Boulder St
Grand Canyon, AZ
lunes a jueves

Coconino County Elections Office
110 E Cherry Ave.
Flagstaff, AZ

Para información adicional tocante la Elección del 2 de noviembre de 2010, favor de comunicarse con la Oficina de Elecciones del Condado Coconino al 928-679-7860 o 800-793-6181.

Town of Tusayan
74 State Route 64
Grand Canyon, AZ 86023



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PAID
Phoenix, AZ
Permit No. 43

YOUR POLLING PLACE IS: SU CENTRO ELECTORAL ES:

TOWN OF TUSAYAN, ARIZONA

PUBLICITY PAMPHLET

Proposal to be submitted to the
qualified electors of the Town of Tusayan
at the

**GENERAL ELECTION
NOVEMBER 2, 2010**

PUEBLO DE TUSAYAN, ARIZONA

FOLLETO DE PUBLICIDAD

Propuesta que se les presentará
a los electores capacitados del Pueblo de Tusayan
en la

**ELECCIÓN GENERAL
2 DE NOVIEMBRE DE 2010**

OFFICIAL VOTING MATERIALS - ONLY ONE PAMPHLET HAS BEEN MAILED TO EACH HOUSEHOLD CONTAINING A REGISTERED VOTER. PLEASE MAKE IT
AVAILABLE TO ALL REGISTERED VOTERS IN THE HOUSEHOLD.

MATERIALES OFICIALES ELECTORALES - SOLAMENTE UN FOLLETO SE HA ENVIADO A CADA DOMICILIO EN EL CUAL RESIDE UN VOTANTE
REGISTRADO. FAVOR DE UTILIZARLO PARA TODOS LOS VOTANTES REGISTRADOS EN SU DOMICILIO.

RESOLUCIÓN No. 2010-07-14-01

UNA RESOLUCIÓN DEL PUEBLO DE TUSAYAN QUE PROPONE UNA LIMITACIÓN DE GASTOS ALTERNATIVA.

VISTO QUE, la Constitución del Estado de Arizona permite la presentación de una limitación de gastos alternativa a los votantes de una ciudad o un pueblo; y

VISTO QUE, el Alcalde y el Concejo Municipal del Pueblo de Tusayan después de dos (2) audiencias públicas han determinado que una limitación de gastos alternativa es necesaria para el Pueblo de Tusayan.

AHORA, POR CONSIGUIENTE, RESUELVE el Alcalde y el Concejo Municipal del Pueblo de Tusayan que la siguiente limitación de gastos alternativa se les presente a los votantes del Pueblo de Tusayan.

DEBERÁ EL PUEBLO DE TUSAYAN ADOPTAR LO SIGUIENTE COMO UNA LIMITACIÓN DE GASTOS ALTERNATIVA:

ANUALMENTE EL ALCALDE Y EL CONCEJO DEL PUEBLO DE TUSAYAN, COMO PARTE DEL PROCESO DE ADOPTAR EL PRESUPUESTO ANUAL, ADOPTAR UNA LIMITACIÓN DE GASTOS ALTERNATIVA IGUAL A LA SUMA CANTIDAD DE LOS GASTOS/COSTOS PRESUPUESTADOS COMO APARECEN EN EL PRESUPUESTO ANUAL COMO ADOPTADO POR EL CONCEJO QUE SE LE APLICARÁ AL PUEBLO DE TUSAYAN PARA CADA UNO DE LOS CUATRO AÑOS FISCALES INMEDIATAMENTE DESPUÉS DE LA ADOCIÓN DE LA LIMITACIÓN DE GASTOS ALTERNATIVA. LA LIMITACIÓN DE GASTOS ALTERNATIVA DEBERÁ SER ADOPTADA CADA AÑO DESPUÉS DE UNA AUDIENCIA PÚBLICA EN LA CUAL LOS CIUDADANOS DEL PUEBLO DE TUSAYAN PUEDAN COMENTAR SOBRE LA PROPUESTA DE GASTOS ALTERNATIVA. NINGUNOS GASTOS SE PODRÁN HACER EN VIOLACIÓN DE DICHA LIMITACIÓN DE GASTOS ALTERNATIVA, NI SE PODRÁN HACER GASTOS PROPUESTOS EN EXCESO DE LOS CALCULADOS INGRESOS DISPONIBLES, CON LA EXCEPCIÓN DE QUE EL ALCALDE Y EL CONCEJO PUEDEN, POR UN VOTO DE TRES CUARTOS, DECLARAR UNA EMERGENCIA Y DISCONTINUAR LA LIMITACIÓN DE GASTOS. LA SUSPENSIÓN DE LA LIMITACIÓN DE GASTOS ALTERNATIVA ESTARÁ EN VIGOR POR SOLAMENTE UN AÑO FISCAL A LA VEZ.

APROBADA Y ADOPTADA por el Alcalde y el Concejo Municipal del Pueblo de Tusayan, Arizona, este día 14 de julio de 2010.

APROBADA:

Pete Shearer, Alcalde

CERTIFICA:

Teresa Weigel, Secretaria Municipal

APROBADA EN FORMA:

Cameron J. Williams, Abogado del Pueblo

**LIMITACIÓN DE GASTOS ALTERNATIVA.
(Opción de Autonomía)**

RESUMEN DEL ANÁLISIS

De acuerdo con la Constitución del Estado de Arizona, el Pueblo de Tusayan (el "Pueblo") como autorizada por la Resolución No. 2010-07-14-01 adoptada el 14 de julio de 2010 procura la aprobación de los votantes para adoptar una limitación de gastos alternativa (la "Opción de Autonomía") que se le aplicará al Pueblo por los siguientes cuatro años comenzando en 2011-2010. Bajo una Opción de Autonomía si aprobada por los votantes, el Pueblo calcula que se le permitirá gastar aproximadamente \$2,582,885 en 2011-2012, \$2,647,185 en 2012-2013, \$2,712,385 en 2013-2014, y \$2,781,885 en 2014-2015.

Con la aprobación de la Opción de Autonomía, el Pueblo usará la autorización de gastos para todos los propósitos locales presupuestarios incluyendo gobierno general, seguridad pública, parques y recreo, calles y carreteras, desarrollo económico y concesiones. Las concesiones, si se reciben se usarán para el desarrollo de viviendas y parques y para la adquisición de propiedad.

Bajo la limitación impuesta por el estado, el Pueblo calcula que se le permitirá gastar aproximadamente \$1,856,319 en 2011-2012, \$1,886,999 en 2012-2013, \$1,924,131 en 2013-2014, y \$1,962,232 en 2014-2015 para la operación de su gobierno local. Estos gastos incluyen gastos de los ingresos excluidos constitucionalmente.

La cantidad de ingresos calculados que estarán disponibles para pagar por la operación de su gobierno del pueblo es \$2,582,885 en 2011-2012, \$2,647,185 en 2012-2013, \$2,712,385 en 2013-2014, y \$2,781,885 en 2014-2015. Estos cálculos de ingresos son iguales bajo la Opción de Autonomía de la limitación de gastos impuesta por el estado.

Cualesquier y todas las cifras en dólares que se presentan en este resumen son solamente cálculos y se basan en información disponible al momento en que este análisis se preparó. El presupuesto y los gastos actuales de cualesquier de los cuatro años podrán ser más o menos que los gastos citados arriba dependiendo de los ingresos disponibles.

La limitación de gastos impuesta por el estado se le aplicará al Pueblo si no se aprueba una limitación de gastos alternativa.

ARGUMENTOS "A FAVOR" LA PROPOSICIÓN 400

Ningunos se recibieron

ARGUMENTOS "EN CONTRA" LA PROPOSICIÓN 400

Ningunos se recibieron

RESOLUCION No. 2010-07-14-01

A RESOLUCION DE THE TOWN OF TUSAYAN PROPOSING AN ALTERNATIVE EXPENDITURE LIMITATION.

WHEREAS, the Arizona State Constitution permits the submission to the voters of a city or town of an alternative expenditure limitation; and

WHEREAS, the Mayor and Town Council for the Town of Tusayan after two (2) public hearings have determined that an alternative expenditure limitation is necessary for the Town of Tusayan.

NOW, THEREFORE, be it resolved by the Mayor and Council for the Town of Tusayan that the following alternative expenditure be submitted to the voters of the Town of Tusayan:

SHALL THE FOLLOWING BE ADOPTED BY THE TOWN OF TUSAYAN AS AN ALTERNATIVE EXPENDITURE LIMITATION:

THE MAYOR AND COMMON COUNCIL OF THE TOWN OF TUSAYAN SHALL ANNUALLY, AS PART OF THE ANNUAL BUDGET ADOPTION PROCESS, ADOPT AN ALTERNATIVE EXPENDITURE LIMITATION EQUAL TO THE TOTAL AMOUNT OF BUDGETED EXPENDITURES/EXPENSES AS IT APPEARS ON THE ANNUAL BUDGET AS ADOPTED BY THE COUNCIL TO APPLY TO THE TOWN OF TUSAYAN FOR EACH OF THE FOUR FISCAL YEARS IMMEDIATELY FOLLOWING ADOPTION OF THE ALTERNATIVE EXPENDITURE LIMITATION. THE ALTERNATIVE EXPENDITURE LIMITATION SHALL BE ADOPTED EACH YEAR AFTER A PUBLIC HEARING AT WHICH THE CITIZENS OF THE TOWN OF TUSAYAN MAY COMMENT ON THE PROPOSED ALTERNATIVE EXPENDITURE LIMITATION. NO EXPENDITURES MAY BE MADE IN VIOLATION OF SUCH ALTERNATIVE EXPENDITURE LIMITATION NOR MAY ANY PROPOSED EXPENDITURES BE IN EXCESS OF ESTIMATED AVAILABLE REVENUES, EXCEPT THAT THE MAYOR AND THE COMMON COUNCIL MAY, BY THREE-FOURTHS VOTE, DECLARE AN EMERGENCY AND SUSPEND THE ALTERNATIVE EXPENDITURE LIMITATION. THE SUSPENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION SHALL BE IN EFFECT FOR ONLY ONE FISCAL YEAR AT A TIME.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Tusayan, Arizona, this 14th day of July, 2010.

APPROVED:

Pete Shearer, Mayor

ATTEST:

Teresa Weigel, Town Clerk

APPROVED AS TO FORM:

Cameron J. Williams, Town Attorney

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)**

SUMMARY ANALYSIS

Pursuant to the Arizona State Constitution, the Town of Tusayan (the "Town") as authorized by Resolution No. 2010-07-14-01 passed on July 14, 2010, seeks voter approval to adopt an alternative expenditure limitation (the "Home Rule Option") to apply to the Town for the next four years beginning in 2011-2012. Under a Home Rule Option if approved by the voters, the Town estimates it will be allowed to expend approximately \$2,582,885 in 2011-2012, \$2,647,185 in 2012-2013, \$2,712,385 in 2013-2014 and \$2,781,885 in 2014-2015.

With approval of the Home Rule Option, the Town will utilize the expenditure authority for all local budgetary purposes including general government, public safety, parks and recreation, streets and highways, economic development and grants. Grants, if received, will be utilized for the development of housing and parks and for the acquisition of property.

Under the state-imposed limitation, the Town estimates it will be allowed to expend approximately \$1,856,319 in 2011-2012, \$1,886,999 in 2012-2013, \$1,924,131 in 2013-2014 and \$1,962,232 in 2014-2015 for the operation of its local government. These expenditures include expenditures of constitutionally excludable revenues.

The amount of revenue estimated to be available to fund the operation of its town government is \$2,582,885 in 2011-2012, \$2,647,185 in 2012-2013, \$2,712,385 in 2013-2014 and \$2,781,885 in 2014-2015. These revenue estimates are the same under the Home Rule Option of the state-imposed expenditure limitation.

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more of less than the expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the Town.

ARGUMENT "FOR" PROPOSITION 400

None received

ARGUMENT "AGAINST" PROPOSITION 400

None received

IMPORTANT VOTING INFORMATION

Date of election: Tuesday, November 2, 2010
The polling places will be open from 6:00 a.m. to 7:00 p.m.

CHECK THE MAILING LABEL OF THIS PAMPHLET FOR YOUR ELECTION DAY POLLING PLACE

ELECTORS WHO VOTE AT THE POLLING PLACE ARE REQUIRED TO PRESENT IDENTIFICATION BEFORE RECEIVING A BALLOT

LIST 1 - Acceptable forms of ID with voter's photograph, name, and address. The address must reasonably match the precinct register (1 required):

- Valid Arizona driver license
- Valid Arizona non-operating identification license
- Tribal enrollment card or other form of tribal identification
- Valid United States federal, state, or local government issued identification

An identification is "valid" unless it can be determined on its face that it has expired.

LIST 2 - Acceptable forms of ID (no photo) with voter's name and address. The address must reasonably match the precinct register (2 required):

- Utility bill of the elector dated within 90 days of the date of the election (may be electric, gas, water, solid waste, sewer, telephone, cellular phone or cable TV)
- Bank or credit union statement dated within 90 days of the date of the election
- Valid Arizona Vehicle Registration
- Indian census card
- Property tax statement of the elector's residence
- Tribal enrollment card or other form of tribal identification
- Vehicle insurance card
- Recorder's Certificate
- Valid United States federal, state, or local government issued identification, including a voter registration card issued by the county recorder

LIST 3 - Acceptable forms of ID, one with photo, one without (2 required):

- Any valid photo identification from List 1 in which the address does not match the precinct register accompanied by one valid item from List 2
- U.S. Passport without address and one valid item from List 2
- U.S. Military identification without address and one valid item from List 2

If the elector does not provide identification as described, the elector shall be issued a provisional conditional ballot. The elector must provide identification to the county recorder or to an official deemed acceptable by the county recorder per the instructions provided at the polling place in order for the provisional conditional ballot to be processed and counted as follows: Last day to provide identification: by 5:00 p.m. Tuesday, November 9, 2010

Any registered voter may, at the voter's option, be accompanied by a minor who is permitted in the voting booth pursuant to Section 16-515, subsection E, be accompanied and assisted by a person of the voter's own choice or be assisted by two election officials, one from each major political party in a partisan election, during any process relating to voting or during the actual process of voting on a paper ballot, machine or electronic voting system... person who is a candidate for an office in that election other than the office of precinct committeeman in a partisan primary election is not eligible to assist any voter. (A.R.S. §16-580.G)

Any qualified elector who, at 7:00 p.m., is in the line of waiting voters, shall be allowed to prepare and cast a ballot provided the elector has acceptable identification.

Last day to register to vote: Monday, October 4, 2010

First day ballots available for the following method: Thursday, October 7, 2010

To Vote Early in Person

Appear at an Office Designated for Early Voting no later than the close of business on the last day to vote in person. Early Voting will be permitted Monday through Friday during regular business hours.

Last day to vote early in person: Friday, October 29, 2010
Last day for emergency voting: Monday, November 1, 2010

To Vote Using the Mail Ballot Method

Written or verbal requests must be received in an Office Designated for Early Voting before the close of business on the last day to request. Specify where to mail the ballot. Include: name, residence address, birth date, election for which the ballot is being requested, address where ballot is to be mailed if other than residence address, signature of requester.

Last day to request a ballot be mailed to you: Friday, October 22, 2010
Last day to return a ballot that was mailed to you: by 7:00 p.m., Tuesday, November 2, 2010
In order to be valid and counted, the ballot and affidavit must be delivered to an Office Designated for Early Voting, or, on election day, may be deposited at any polling place designated for this election from 6:00 a.m. to 7:00 p.m.

To Vote Using Assistance

Written or verbal requests must be received in an Office Designated for Early Voting before the close of business on the last day to request. Include: name, residence address, birth date, election for which the ballot is being requested, place of confinement, signature of requester. The officer in charge of the election may appoint boards for the purpose of making it possible for qualified electors who are ill or disabled to vote.
Last day to request assistance: Friday, October 22, 2010

Offices Designated for Early Voting

Grand Canyon Superintendent of Schools Office 1 Boulder St Grand Canyon, AZ Monday through Thursday	Coconino County Elections Office 110 E Cherry Ave. Flagstaff, AZ
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For more information about the November 2, 2010 Election, please contact the Coconino County Elections Office at 928-679-7860 or 800-793-6181

A los votantes del Pueblo de Tusayan

El propósito de este folleto de publicidad es de proveerle de información sobre una medida que aparecerá en la boleta de la Elección General del 2 de noviembre de 2010. La ley de Estado ordena la preparación de este folleto.

De acuerdo con el Acta Federal de Derechos de Votar, este folleto de publicidad se ha preparado en ambos Inglés y Español.

Le urjo que lea con cuidado la propuesta contenida en este folleto y el efecto que tendrá un voto de "Sí" o "No", para que este preparado a ejercer completamente su derecho de votar el 2 de noviembre de 2010.

Pueblo de Tusayan

TEXTO COMPLETO DE LA PROPOSICIÓN 400

PROPOSICIÓN 400

PROPUESTA SOMETIDA POR EL CONCEJO MUNICIPAL DE PUEBLO DE TUSAYAN

TITULO OFICIAL: UNA RESOLUCIÓN QUE PROPONE UNA LIMITACIÓN DE GASTOS ALTERNATIVA PARA EL PUEBLO DE TUSAYAN

TITULO DESCRIPTIVO: De acuerdo con la Constitución del Estado de Arizona, esta propuesta establece una limitación de gastos alternativa para el Pueblo de Tusayan por los siguientes cuatro años. Anualmente, el Concejo del Pueblo deberá determinar la cantidad de la limitación de gastos alternativa para el año fiscal después de a lo menos de una audiencia pública. Esta limitación de gastos alternativa reemplaza la limitación de gastos más baja ordenada por estado.

Un voto de "Sí" tendrá el efecto de establecer la limitación de gastos alternativa para el Pueblo de Tusayan.

Un voto de "NO" tendrá el efecto de no permitir al Pueblo de Tusayan establecer una limitación de gastos alternativa y requerir que los gastos del pueblo sean limitados por la fórmula de gastos más baja ordenada por el Estado.

SÍ
NO

FORMA DE LA PROPOSICIÓN 400 QUE APARECERÁ EN LA BOLETA

PROPOSICIÓN 400

Propuesta sometida por el Concejo Municipal del Pueblo de Tusayan referente al establecimiento de la limitación de gastos alternativa

Un voto de "Sí" tendrá el efecto de establecer la limitación de gastos alternativa para el Pueblo de Tusayan.

Un voto de "NO" tendrá el efecto de no permitir al Pueblo de Tusayan establecer una limitación de gastos alternativa y requerir que los gastos del pueblo sean limitados por la fórmula de gastos más baja ordenada por el Estado.

SÍ
NO

Attachment "
9.22.10



DEBRA K. DAVENPORT, CPA
AUDITOR GENERAL

STATE OF ARIZONA
OFFICE OF THE
AUDITOR GENERAL

MELANIE M. CHESNEY
DEPUTY AUDITOR GENERAL

August 19, 2010

The Honorable Pete Shearer
Mayor of the Town of Tusayan
P.O. Box 709
Grand Canyon, AZ 86023

Dear Mayor Shearer:

We have reviewed the enclosed Alternative Expenditure Limitation proposal the Town of Tusayan submitted. The Town's management is responsible for the proposal, including preparing it in conformity with Arizona Revised Statutes (A.R.S.).

Nothing came to our attention that caused us to believe that the proposal, as subsequently amended, is not presented in conformity with A.R.S. §41-563.03. However, we cannot give assurance that estimated or projected amounts will be attained, since they are based on assumptions about future circumstances and events. We are not responsible for updating this letter based on events that occur after the date of this letter.

Statute prohibits any revision to the proposal after our review. We have enclosed a copy of the resolution, detailed analysis, summary analysis, and summary analysis worksheet we reviewed. The enclosed summary analysis must be printed in the publicity pamphlet. Also, a copy of the publicity pamphlet must be sent to our Office before the election, and the Town must notify our Office and the Economic Estimates Commission of the election results.

If you have questions concerning this matter, please contact Michael Stelpstra, Accounting Services Manager, or me at (602) 553-0333.

Sincerely,

Laura J.P. Miller, CPA
Accounting Services Director

Enclosure

cc/enc: Greg Bryan, Vice Mayor and Interim Treasurer
Town of Tusayan
Cameron J. Williams
Clark Hill PLC
Economic Estimates Commission

RESOLUTION NO. 2010-07-14-01

A RESOLUTION OF THE TOWN OF TUSAYAN PROPOSING AN ALTERNATIVE EXPENDITURE LIMITATION.

WHEREAS, the Arizona State Constitution permits the submission to the voters of a city or town of an alternative expenditure limitation; and

WHEREAS, the Mayor and Town Council for the Town of Tusayan after two (2) public hearings have determined that an alternative expenditure limitation is necessary for the Town of Tusayan.

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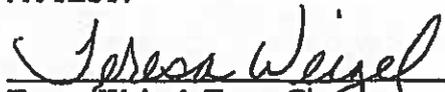
PASSED AND ADOPTED by the Mayor and Town Council of the Town of
Tusayan, Arizona, this 14th day of July, 2010.

APPROVED:

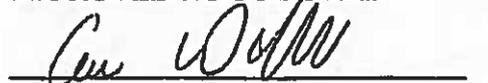


Pete Shearer, Mayor

ATTEST:


Teresa Weigel, Town Clerk

APPROVED AS TO FORM:


Cameron J. Williams, Town Attorney

**TOWN OF TUSAYAN, ARIZONA
ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)**

DETAILED ANALYSIS

Pursuant to the Arizona State Constitution, the Town of Tusayan (the "Town") as authorized by Resolution No. 2010-07-14-01 passed on July 14, 2010, will seek voter approval to adopt an alternative expenditure limitation (the "Home Rule Option") to apply to the Town for the next four years beginning in 2011-2012.

Under a Home Rule Option if approved by the voters, the Town estimates it will be allowed to expend approximately \$2,582,885 in 2011-2012, \$2,647,185 in 2012-2013, \$2,712,385 in 2013-2014 and \$2,781,885 in 2014-2015.

With approval of the Home Rule Option, the Town will utilize the expenditure authority for all local budgetary purposes including general government, public safety, parks and recreation, streets and highways, economic development and grants. Grants, if received, will be utilized for the development of housing and parks and for the acquisition of property. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS

Purpose	2011-2012	2012-2013	2013-2014	2014-2015
General Government	\$1,092,885	\$1,182,185	\$1,292,385	\$1,356,885
Public Safety	400,000	425,000	425,000	430,000
Parks and Recreation	350,000	300,000	200,000	200,000
Streets and Highways	60,000	60,000	60,000	60,000
Economic Development	180,000	180,000	235,000	235,000
Grants (housing, parks, land)	500,000	500,000	500,000	500,000
Total Expenditures	\$2,582,885	\$2,647,185	\$2,712,385	\$2,781,885

If approved, the expenditures authorized will be funded from revenues obtained from federal, state and local sources. It is estimated that the amount of revenue from each source for the next four years will be as follows:

Source	2011-2012	2012-2013	2013-2014	2014-2015
Federal	\$200,000	\$200,000	\$200,000	\$200,000
State	360,285	360,285	360,285	360,285
Local	2,022,600	2,086,900	2,152,100	2,221,600
Total Revenues	\$2,582,885	\$2,647,185	\$2,712,385	\$2,781,885

**TOWN OF TUSAYAN, ARIZONA
ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)**

SUMMARY ANALYSIS

Pursuant to the Arizona State Constitution, the Town of Tusayan (the "Town") as authorized by Resolution No. 2010-07-14-01 passed on July 14, 2010, seeks voter approval to adopt an alternative expenditure limitation (the "Home Rule Option") to apply to the Town for the next four years beginning in 2011-2012. Under a Home Rule Option if approved by the voters, the Town estimates it will be allowed to expend approximately \$2,582,885 in 2011-2012, \$2,647,185 in 2012-2013, \$2,712,385 in 2013-2014 and \$2,781,885 in 2014-2015.

With approval of the Home Rule Option, the Town will utilize the expenditure authority for all local budgetary purposes including general government, public safety, parks and recreation, streets and highways, economic development and grants. Grants, if received, will be utilized for the development of housing and parks and for the acquisition of property.

Under the state-imposed limitation, the Town estimates it will be allowed to expend approximately \$1,856,319 in 2011-2012, \$1,886,999 in 2012-2013, \$1,924,131 in 2013-2014 and \$1,962,232 in 2014-2015 for the operation of its local government. These expenditures include expenditures of constitutionally excludable revenues.

The amount of revenue estimated to be available to fund the operation of its town government is \$2,582,885 in 2011-2012, \$2,647,185 in 2012-2013, \$2,712,385 in 2013-2014 and \$2,781,885 in 2014-2015. These revenue estimates are the same under the Home Rule Option of the state-imposed expenditure limitation.

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more or less than the expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the Town.

**TOWN OF TUSAYAN, ARIZONA
ALTERNATIVE EXPENDITURE LIMITATION
(HOME RULE OPTION)
SUMMARY ANALYSIS WORKSHEET**

Population Factor Computation

Fiscal Year	Prior Fiscal Year Population	+	1978 Population	=	Population Factor
2011-2012	611	+	606	=	1.0082508
2012-2013	616	+	606	=	1.0165017
2013-2014	622	+	606	=	1.0264026
2014-2015	627	+	606	=	1.0346535

State-imposed Expenditure Limitation

Fiscal Year	1979-80 Base Limit	x	Population Factor	x	Inflation Factor	=	Projected State-Imposed Expenditure Limitation	+	Estimated Exclusions	=	Total Expenditures Under State-Imposed Limit
2011-2012	470,573	x	1.0083	x	2.7445	=	1,302,207	+	554,112	=	1,856,319
2012-2013	470,573	x	1.0165	x	2.7865	=	1,332,887	+	554,112	=	1,886,999
2013-2014	470,573	x	1.0264	x	2.8365	=	1,370,019	+	554,112	=	1,924,131
2014-2015	470,573	x	1.0347	x	2.8920	=	1,408,120	+	554,112	=	1,962,232

**SECOND AMENDMENT TO INTERGOVERNMENTAL
AGREEMENT BETWEEN COCONINO COUNTY AND THE TOWN OF
TUSAYAN TO PROVIDE CONTINUED INTERIM SERVICES**

WHEREAS the Town of Tusayan (the "Town") and Coconino County entered into an Intergovernmental Agreement ("IGA") on June 23, 2010 to provide services to the Town until September 1, 2010 and on August 31, 2010 extended to October 1, 2010;

WHEREAS the Parties desire to extend the provision of services for the Community Development Department until December 1, 2010, and either terminate the remaining services or negotiate them by separate agreement; need additional time to negotiate long-term agreements as to what services the County will provide to the Town and what the compensation will be for those services;

WHEREAS paragraph four of the IGA allows extension by mutual written agreement of the Parties.

The Parties, therefore, amend the IGA as follows:

1. The term of the IGA is extended to December 1, 2010 for services provided by the Coconino County Community Development Department.
2. Anyone submitting an application for planning and zoning review shall be assessed the Actual Cost User fees per the Coconino County fee schedule. Staff reports prepared for any application shall be presented to the Tusayan Planning and Zoning Commission and if there is any appeal from the Tusayan Planning and Zoning Commission, the appeal shall be to the Tusayan Town Council.
3. The Town will reimburse employees of Community Development for their travel expenses when such employees are required to appear before the Tusayan Planning and Zoning Commission or the Tusayan Town Council, or if the Town otherwise requests the presence of Community Development Department employees in Tusayan. All travel expenses will be reimbursed at the standard rates adopted by the Town of Tusayan. Community Development employees shall submit a request for

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reimbursement to the Town on forms prescribed by the Town. Employees shall be reimbursed within a reasonable time.

4. All pending Community Development matters for citizens of the Town of Tusayan shall be transferred to the Town on or near December 2, 2010. The Town of Tusayan shall be responsible for completion of all pending matters.

5. All fees for Community Development Services, including but not limited to fees for permit review, shall remain the property of Coconino County. The Town of Tusayan shall not receive any pro-rated fees or otherwise be reimbursed after matters are transferred from the Coconino County Community Development Department to the Town of Tusayan.

6. All other terms of the IGA that are not contradictory to the terms of this Second Amendment are unchanged.

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TOWN OF TUSAYAN:

Tusayan Town Council

Mayor

Date _____

Approved as to form and found to be within the powers granted to Arizona towns.

Tusayan Town Attorney

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COCONINO COUNTY:

Board of Supervisors

_____ Date _____
Chairman

Approved as to form and found to be within the powers granted to Arizona counties.

Coconino County Attorney

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User Fee Study Summary Sheet

Cocconino County
Community Development
FY2008

		Current						Recommendations					
Service Name	Fee Description	Annual Volume	Per Unit			Annual			Per Unit			Annual	
			Current Fee	Current Recovery %	Full Cost	Annual Costs	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy
1	Zone Change to G, AR, RR or RS	8	\$400	32%	\$1,262	\$10,014	\$3,200	\$6,814	\$400	32%	\$3,200	\$6,814	
2	Zone Change to RM, CN, CG, CH,	3	\$500	24%	\$2,086	\$6,259	\$1,500	\$4,759	\$500	24%	\$1,500	\$4,759	
3	Zone Change to MHP, PRD, PC, P	2	\$500	12%	\$4,135	\$8,270	\$1,000	\$7,270	\$500	12%	\$1,000	\$7,270	
4	Cond Use Permit - Nonprofit Orgar	7	\$400	28%	\$1,432	\$10,024	\$2,800	\$7,224	\$400	28%	\$2,800	\$7,224	
5	Cond Use Permit - Single Fam Res	7	\$400	28%	\$1,432	\$10,024	\$2,800	\$7,224	\$400	28%	\$2,800	\$7,224	
6	Cond Use Permit - Public Utility	1	\$600	28%	\$2,120	\$2,120	\$600	\$1,520	\$600	28%	\$600	\$1,520	
7	Cond Use Permit - Multiple Fam Res	1	\$600	28%	\$2,120	\$2,120	\$600	\$1,520	\$600	28%	\$600	\$1,520	
8	Cond Use Permit - Commercial-G&	10	\$600	27%	\$2,184	\$21,843	\$6,000	\$15,843	\$600	27%	\$6,000	\$15,843	
9	Cond Use Permit - Commercial - C	8	\$600	28%	\$2,170	\$17,361	\$4,800	\$12,561	\$600	28%	\$4,800	\$12,561	
11	Cond Use Permit - Renewal of Exis	9	\$600	42%	\$1,432	\$12,887	\$5,400	\$7,487	\$600	42%	\$5,400	\$7,487	
12	Cond Use Permit - Addition to Exis	3	\$600	42%	\$1,432	\$4,296	\$1,800	\$2,496	\$600	42%	\$1,800	\$2,496	
13	Cond Use Permit - Cottage Industr	6	\$400	28%	\$1,432	\$8,592	\$2,400	\$6,192	\$400	28%	\$2,400	\$6,192	
14	Variance	23	\$400	28%	\$1,446	\$33,268	\$9,200	\$24,068	\$400	28%	\$9,200	\$24,068	
15	Plan or Ordinance Amendment	1	\$400	25%	\$1,594	\$1,594	\$400	\$1,194	\$400	25%	\$400	\$1,194	
16	Permit - Appeal	2	\$300	13%	\$2,398	\$4,796	\$600	\$4,196	\$300	13%	\$600	\$4,196	
17	Zoning Violation Appeal to Bd	1	\$300	17%	\$1,731	\$1,731	\$300	\$1,431	\$300	17%	\$300	\$1,431	
18	Design Review Overlay	8	\$400	26%	\$1,535	\$12,278	\$3,200	\$9,078	\$400	26%	\$3,200	\$9,078	
19	Administrative Adjustment	48	\$50	51%	\$98	\$4,718	\$2,400	\$2,318	\$50	51%	\$2,400	\$2,318	
20	Adjust For Lot Size Reduction	25	\$50	51%	\$98	\$2,457	\$1,250	\$1,207	\$50	51%	\$1,250	\$1,207	
21	Temp Use Permit	66	\$50	61%	\$83	\$5,452	\$3,300	\$2,152	\$50	61%	\$3,300	\$2,152	
22	Temp Use Permit to P&Z Comm	2	\$100	40%	\$248	\$496	\$200	\$296	\$100	40%	\$200	\$296	
23	Preliminary Subdivision Plat	8	\$1,500	39%	\$3,837	\$30,695	\$12,000	\$18,695	\$1,500	39%	\$12,000	\$18,695	
24	Final Plat	5	\$500	56%	\$899	\$4,496	\$2,500	\$1,996	\$500	56%	\$2,500	\$1,996	
25	Amended Final Plat	1	\$200	67%	\$300	\$300	\$200	\$100	\$200	67%	\$200	\$100	

Attachment "E"
9.22.10

User Fee Study Summary Sheet

Coconino County
Community Development
FY2008

Service Name	Fee Description	Annual Volume	Current						Recommendations				
			Per Unit			Annual			Per Unit		Annual		
			Current Fee	Current Recovery %	Full Cost	Annual Costs	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy
26 Abandonment	Fee	1	\$500	13%	\$3,837	\$3,837	\$500	\$3,337		\$500	\$3,337		\$3,337
27 Continuance	Fee	5	\$100	7%	\$1,535	\$7,674	\$500	\$7,174		\$500	\$7,174		\$7,174
28 Land Division Permit - new lot	Fee	80	\$300	62%	\$484	\$38,687	\$24,000	\$14,687		\$300	\$24,000		\$14,687
29 Land Division Permit - no new parcels	Fee	34	\$100	38%	\$286	\$9,044	\$3,400	\$5,644		\$100	\$3,400		\$5,644
30 Sign Permit	Fee	17	\$50	58%	\$87	\$1,472	\$850	\$622		\$50	\$850		\$622
31 Lighting Permit	Fee	39	\$50	29%	\$173	\$6,752	\$1,950	\$4,802		\$50	\$1,950		\$4,802
32 Home Occupation Permit	Fee	52			\$11	\$563		\$563					\$563
33 Mobile Home Permit	Statute	198	\$180	76%	\$236	\$46,657	\$35,640	\$11,017		\$180	\$35,640		\$11,017
34 Building Plan Review (All Combined)	Fee	1	\$391,672	94%	\$414,716	\$414,716	\$391,672	\$23,044		\$391,672	\$391,672		\$23,044
35 Building Permit (All Combined)	Fee	1	\$941,828	96%	\$981,594	\$981,594	\$941,828	\$39,766		\$941,828	\$941,828		\$39,766
36 Code Enforcement	Non-fee	1			\$85,684	\$85,684		\$85,684					\$85,684
37 Advanced Planning	Non-fee	1			\$87,779	\$87,779		\$87,779					\$87,779
39 Land Combinations	Non-fee	43			\$18	\$779		\$779					\$779
40 Liquor License Zoning review	X support				\$75								
42 Flood Control District	Non-fee	1			\$258,121	\$258,121		\$258,121					\$258,121
Total User Fees						\$1,727,086	\$1,468,790	\$258,296		\$1,468,790	\$258,296		\$258,296
% of Full Cost							85%	15%		85%	15%		15%
Total Other Services						\$709,253		\$709,253					\$709,253
% of Full Cost													
Department Totals						\$2,436,339	\$1,468,790	\$967,549		\$1,468,790	\$967,549		\$967,549
% of Full Cost							60%	40%		60%	40%		40%

would like to proceed after Oct

Attachment #5
9.22.

RAK ROULET

8/24/2010 4:05 PM 8/24/2010 3:41 PM 8/24/2010 3:13 PM

**INTERGOVERNMENTAL AGREEMENT
TOWN OF TUSAYAN
LAW ENFORCEMENT SERVICES**

This agreement is entered into this ____ day of ____ 2010, by and between the Town of Tusayan, an Arizona municipal corporation (hereinafter the "Town"), and Coconino County, a political subdivision of the State of Arizona (hereinafter the "County").

RECITALS

Whereas, the County, through the Coconino County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services in the unincorporated areas of Coconino County, including the areas surrounding the corporate boundaries of the Town;

Whereas, the Town wishes to provide for law enforcement services in order to protect persons and property within its municipal boundaries;

Whereas, the parties have determined that an Agreement whereby the Sheriff's Office provides law enforcement services within the Town's corporate limits will allow the Town to better protect persons and property within its municipal boundaries in a cost effective manner, and

Whereas, the parties are authorized pursuant to ARS § 11-952 to enter into agreements for joint or cooperative action:

Now, Therefore, the parties agree as follows.

1. **Law Enforcement Services.** For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:
 - a. To furnish law enforcement services commensurate with the applicable standards of performance and at a level as was historically provided to the Town prior to its incorporation, during the initial term of this Agreement and any renewals thereof for the purpose of providing the law enforcement services as described herein.
 - b. To provide the ancillary and support services in accord with the additional terms and conditions as specified in Attachment 1 to this Agreement.
 - c. To be responsible, except as expressly provided herein, for payment of all overhead costs associated with providing law

accordance with the rates as listed on the attached Law Enforcement Contract Proposal Worksheet, and will be due and payable on the next regularly scheduled monthly installment payment due.

- c. The cost of additional personnel requested by Town leadership for planned events shall be negotiated at the time requested.
4. **Local Facilities.** The Town shall provide space within or near Town offices that will allow Sheriff's personnel to prepare and file reports, maintain records as needed and to need as required with citizens and Town staff.
5. **Term of Agreement: Records.** ^{DET} The term of this agreement shall commence on September 1, 2010 and shall terminate on June 30, 2011, unless automatically extended as follows. It shall thereafter be deemed renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one hundred twenty (120) days prior to the expiration of the then-current term. Both parties will have access to the other party's records with respect to this Agreement for the period of three (3) years following the termination of this Agreement.
6. **Indemnification and Insurance.** The County shall save, hold harmless and indemnify the Town, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the County, its officers, employees or agents pursuant to this Agreement. The County shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the Town from claims, damages or other losses as described in this Section and shall designate the Town as an additional insured on said policies of insurance with respect to such claims, damages or losses.
7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party the Party claiming breach shall provide written notice to the other Party said notice

noticed five (5) calendar days after being mailed to each party by the party changing the address.

14. **Recording.** This Agreement shall be recorded in the Office of the Coconino County Recorder upon its proper approval and execution by the authorized representative of both parties, pursuant to ARS §11-952(G), and shall become effective upon such recordation.
15. **Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provision of which are incorporated by reference herein.
16. **Employees.** The employees of one party hereto will not for any reason be considered employees of the other party.
17. **Disposition of shared assets.** Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.

APPROVALS

COCONINO COUNTY

TOWN OF TUSAYAN

Date: _____

Mayor Pete Shearer
Date: _____

ATTEST:

ATTEST:

Date: _____

Date: _____

ACCEPTANCE AND CONCURRENCE:

Date: _____

ATTACHMENT 2

LAW ENFORCEMENT CONTRACT PROPOSAL WORKSHEET

County General Fund Support to Sheriff

\$7,285,577 - total budget
except for detention

Tusayan support @ 4% - 4% of calls

291,423

~~Plus Housing in Tusayan~~

~~9,600~~ - officers -

Plus County Indirect Costs @ 4%

49,523

(Sheriff Indirects \$1,238,085)

Total Annual Cost of Tusayan

\$ 350,546

Monthly Cost

\$ 29,212

would like to proceed after

Attachment #F
9.22.

RAK ROULET

~~8/24/2010 4:05 PM 8/24/2010 3:41 PM 8/24/2010 3:13 PM~~

**INTERGOVERNMENTAL AGREEMENT
TOWN OF TUSAYAN
LAW ENFORCEMENT SERVICES**

This agreement is entered into this ____ day of ____ 2010, by and between the Town of Tusayan, an Arizona municipal corporation (hereinafter the "Town"), and Coconino County, a political subdivision of the State of Arizona (hereinafter the "County").

RECITALS

Whereas, the County, through the Coconino County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services in the unincorporated areas of Coconino County, including the areas surrounding the corporate boundaries of the Town;

Whereas, the Town wishes to provide for law enforcement services in order to protect persons and property within its municipal boundaries;

Whereas, the parties have determined that an Agreement whereby the Sheriff's Office provides law enforcement services within the Town's corporate limits will allow the Town to better protect persons and property within its municipal boundaries in a cost effective manner, and

Whereas, the parties are authorized pursuant to ARS § 11-952 to enter into agreements for joint or cooperative action:

Now, Therefore, the parties agree as follows.

1. **Law Enforcement Services.** For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:
 - a. To furnish law enforcement services commensurate with the applicable standards of performance and at a level as was historically provided to the Town prior to its incorporation, during the initial term of this Agreement and any renewals thereof for the purpose of providing the law enforcement services as described herein.
 - b. To provide the ancillary and support services in accord with the additional terms and conditions as specified in Attachment 1 to this Agreement.
 - c. To be responsible, except as expressly provided herein, for payment of all overhead costs associated with providing law

enforcement services pursuant to this Agreement including, but not limited to, cost for personnel salaries/benefits, support/administrative services, capital equipment and facilities, supplies, vehicles, together with vehicle maintenance, repairs and operating costs.

2. **Service Standards.** With respect to the County's obligation to provide enhanced law enforcement services pursuant to this Agreement, the parties understand and agree:

- a. That the County's obligation to provide law enforcement services is expressly limited to the continuation of the Deputy Sheriff positions, the deployment of personnel in the manner provided herein and the ancillary and support services as set forth in Attachment 1 to this Agreement.
- b. That, by agreeing to provide law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits.
- c. That officers assigned to patrol sectors pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originated from within the Town's corporate limits. However, any calls originating in the Town's corporate limits will be included in determining call priority.

3. **Payment for Services.**

- a. In consideration for the County's agreement to provide law enforcement services as described herein and the Ancillary and Support Services as set forth in Attachment 2, the Town agrees to pay the annual sum of \$350,546 (the "Payment"). Payment shall be made in twelve (12) equal installments of \$29,212 , with each installment to be due and payable no later than the fifteenth (15th) day of each month following each month of service. The cost is calculated as shown on the Law Enforcement Contract Proposal Worksheet (Attachment 2).
- b. In addition to the contract costs outlined above, the Town agrees to pay actual costs incurred in response to any single major criminal investigation or other unforeseen unplanned event by Sherriff's Office personnel in excess of a total initial deployment of one hundred (100) man hours. These costs will be billed in

accordance with the rates as listed on the attached Law Enforcement Contract Proposal Worksheet, and will be due and payable on the next regularly scheduled monthly installment payment due.

- c. The cost of additional personnel requested by Town leadership for planned events shall be negotiated at the time requested.
4. **Local Facilities.** The Town shall provide space within or near Town offices that will allow Sheriff's personnel to prepare and file reports, maintain records as needed and to need as required with citizens and Town staff.
5. **Term of Agreement: Records.** ^{Oct} The term of this agreement shall commence on September 1, 2010 and shall terminate on June 30, 2011, unless automatically extended as follows. It shall thereafter be deemed renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one hundred twenty (120) days prior to the expiration of the then-current term. Both parties will have access to the other party's records with respect to this Agreement for the period of three (3) years following the termination of this Agreement.
6. **Indemnification and Insurance.** The County shall save, hold harmless and indemnify the Town, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the County, its officers, employees or agents pursuant to this Agreement. The County shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the Town from claims, damages or other losses as described in this Section and shall designate the Town as an additional insured on said policies of insurance with respect to such claims, damages or losses.
7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party the Party claiming breach shall provide written notice to the other Party said notice

noticed five (5) calendar days after being mailed to each party by the party changing the address.

- 14. **Recording.** This Agreement shall be recorded in the Office of the Coconino County Recorder upon its proper approval and execution by the authorized representative of both parties, pursuant to ARS §11-952(G), and shall become effective upon such recordation.
- 15. **Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provision of which are incorporated by reference herein.
- 16. **Employees.** The employees of one party hereto will not for any reason be considered employees of the other party.
- 17. **Disposition of shared assets.** Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.

APPROVALS

COCONINO COUNTY

TOWN OF TUSAYAN

Date: _____

Mayor Pete Shearer
Date: _____

ATTEST:

ATTEST:

Date: _____

Date: _____

ACCEPTANCE AND CONCURRENCE:

Date: _____

ATTACHMENT 1

TOWN OF TUSAYAN

ADDITIONAL ANCILLARY AND SUPPORT SERVICES

1. **Ancillary Services.** In addition to the Sheriff's Patrol Services are specified in Section 1 of this Agreement, the County through the Coconino County Sheriff's Office shall provide the following ancillary services:

- Canine unit (as available)
- Special Response units (as provided through mutual aid agreements with other agencies)
- Mobile command post availability
- ~~Animal Control Services (only as provided by state statute and county ordinances as applicable)~~
- Search and Rescue Services

It is understood that specified ancillary services shall be provided at the levels which have been provided to Sherriff's Office Patrol Area 1 prior to the execution of this Agreement and are not subject to enhancement unless expressly provided herein.

2. **Support Services.** The County through the Coconino County Sherriff's Office shall provide the following support services as needed to support the Patrol and Ancillary services at the levels specified herein:

- First-line and command level supervision including administrative oversight
- Crime investigation
- Dispatch services
- Clerical services and supplies
- Patrol vehicles to include payment of all costs of operation