

TUSAYAN TOWN COUNCIL MEETING
PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Wednesday, December 1, 2010
6:00 p.m., Zuni Conference Room
Best Western Squire Inn
74 State Route 64, Tusayan Arizona

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Tusayan Town Council and to the general public that the Tusayan Town council will hold a meeting open to the public at 6:00 p.m. on Wednesday, December 1, 2010 at the Best Western Squire Inn. The Council may, by majority vote, go into executive session pursuant to A.R.S. § 38-431.03. 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 to discuss 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 Greg Bryan (928) 638-8401 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.

AGENDA

stop report

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. Call to the Public for Items not on the Agenda
4. Approval of Previous Meeting Minutes
 - a. October 13, 2010
 - b. October 27, 2010
 - c. November 2, 2010
 - d. November 3, 2010
 - e. November 3, 2010 – Executive Session
 - f. November 9, 2010 – Special Meeting
 - g. November 9, 2010 – Executive Session
 - h. November 17, 2010
 - i. November 17, 2010 – Executive Session
 - j. November 19, 2010 – Special Meeting
5. Administrative/Treasurers Report
 - a. Finance Report
 - b. Payment of Bills – discussion and possible action
- 8 Planning & Zoning, Case # CUP-10-052/South Grand Canyon Sanitary District Conditional Use Permit renewal – discussion and possible action
- 9 Ratify Canvassing of Vote on Proposition 400/Home Rule Option – discussion and possible action
- 10 Town Office Location Cost Report and Potential Purchase of Unit – discussion and possible action
- 7 Tusayan Magistrate Services update – discussion and possible action
- 10 Ad Hoc Housing Committee Report/possible recommendations – discussion and possible action
- 12 HURF and ATLF Funds Report from Town Manager – discussion and possible action

- add stipulation



stop reports?

A. Consent
B = Mary.

- 13 Town Manager Report/Update on Action Items – discussion and possible action
- ✓ 13B Update on Proposition 203/Medical Marijuana from Town Manager – discussion and possible action
- 14. Landscape and Bus Shelters IGA's with County update from Town Manager – discussion and possible action
- 15 National Park Service Ban of Plastic Bottles of Water less than 1 Gallon update from Town Manager – discussion and possible action
- 16 Council Members Training Modules update from Town Manager – discussion and possible action
- 17 Town Manager update on Timeline to Address Overall Town Council Policies and Procedures – discussion and possible action
- 18 Set Agenda Items for Next Meeting *Admin items*
- ~~19. Executive Session~~
- ~~20. Town Manager Administrative Duties update~~
- 21 Adjournment

15. Contract/16A for *planning + dev SVCS*

over next 2 mos begin by pieces

- purchase
- internet
- reimbursement
- travel
- telephone meetings / quorum

TOWN OF TUSAYAN
12/1/10

REVENUES

YTD

State Shared Rev Funds (Urban Funds)	\$60,832.98
City Sales Tax Revenue	\$779,239.04
State Sales Tax Revenue	\$27,033.03
Business Licenses	<u>\$260.00</u>

TOTAL REVENUES	\$867,365.05
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EXPENSES

Liability Insurance	\$3,358.50
Legal Fees	
Litigation Expenses	\$47,605.12
Town Attorney	\$194,325.21
Council Training	\$2,878.34
Misc Expenses	\$1,417.11
Newspaper Expenses	<u>\$5,717.45</u>

TOTAL EXPENSES	<u>\$255,301.73</u>
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SURPLUS/(DEFICIT)

\$612,063.32

TOWN OF TUSAYAN
BALANCE SHEET 12/1/10

ASSETS

Cash in Chase Bank	\$612,063.32
Total Assets	\$612,063.32

LIABILITIES

Accounts Payable	
IPM	\$9,403.46
AMRRP	\$1,119.50
Misc expenses	\$292.25

Total Liabilities	\$10,815.21
Surplus/(Deficit)	\$601,248.11

Total Liabilities	\$612,063.32	
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TOWN OF TUSAYAN BANK ACCOUNT

9/30/10 - 11/29/10

9/30/2010	AzDOR		July Sales Tax	\$99,025.17	\$ 305,454.52
10/7/2010	AzDOR		Sales Tax	\$156,156.32	\$ 461,610.84
10/8/2010	DOR Urban Funds		STREV FUNDS	\$12,166.59	\$ 473,777.43
10/14/2010	1010 Moyes Sellers & Sims		Final Paym't litigation	\$26,778.84	\$ 446,998.59
10/14/2010	1011 William GC News		Publishing - 9/30/10	\$3,673.22	\$ 443,325.37
10/14/2010	1012 Clark Hill		Legal fees - 7/31/10	\$68,168.90	\$ 375,156.47
10/18/2010	1013 Az League		Shearer Seminar Reg	\$55.00	\$ 375,101.47
10/21/2010	AzDOR		Town Sales Tax	\$2,674.57	\$ 377,776.04
10/22/2010	AzDOR		Town Sales Tax	\$18,584.06	\$ 396,360.10
10/22/2010	AzDOR		State Sales Tax	\$3,307.18	\$ 399,667.28
10/28/2010	AzDOR		Town Sales Tax	\$66,767.53	\$ 466,434.81
11/2/2010	Chase Bank		Stop Payment Fee	\$32.00	\$ 466,402.81
11/4/2010	AzDOR		Town Sales Tax	\$154,011.63	\$ 620,414.44
11/4/2010	1014 GAMA		Annual Dues	\$100.00	\$ 620,314.44
11/4/2010	1015 USPO		12 Mth Box Rent	\$220.00	\$ 620,094.44
11/4/2010	1016 Greg Bryan		TM Cell Reimburse	\$434.54	\$ 619,659.90
11/10/2010	AzDOR		SSRF	\$12,166.59	\$ 631,826.49
11/19/2010	1017 Clark Hill		Final Legal Billing	\$73,136.06	\$ 558,690.43
11/26/2010	AzDOR		Town Sales Tax	\$3,178.93	\$561,869.36
11/29/2010	AzDOR		Town Sales Tax	\$46,826.30	\$608,695.66
11/29/2010	AzDOR		State Sales Tax	\$3,367.66	\$612,063.32
				\$255,301.73	\$867,365.05

TOWN OF TUSAYAN STAFF REPORT

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Date: November 28, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Magistrate Services

ISSUE: Should the Town of Tusayan contract with Judge William Sutton to investigate the feasibility of the Town starting its own municipal court?

BACKGROUND: Judge William Sutton is the Justice of the Peace and the Municipal Court Judge for the Town of Williams. His is the court where the citations written within the jurisdiction of the Town of Tusayan are sent for disposition. This court issues warrants, collects fines, and holds hearings on these matters. Judge Sutton estimates that as much as one-third of the cases heard in his court come from Tusayan.

Judge Sutton is retiring at the end of the year and is available to investigate a municipal court for Tusayan.

DISCUSSION AND ANALYSIS: The operation of a municipal court is a normal function of a municipality, although some towns contract for these services with a nearby jurisdiction. Courts operate under very close and strict supervision by the state, and their operations are heavily regulated. Municipal courts very seldom recoup all of their expenses through fines and are usually subsidized by the general fund. Citizens who are cited by their local law enforcement expect to be able to conveniently visit a municipal court to resolve their legal issues.

It is unknown what amount of funds might come to Tusayan if the town were to establish a municipal court. In other jurisdictions, the traffic fines imposed for infractions on municipally owned roads, parks, and within the jurisdiction are cited into the municipal court. But infractions on state highways and county roads are sent to JP courts. Since the Town of Tusayan does not own any roads, it is unclear as to whether or not citations could come to a new municipal court. Substantial investigation needs to be done, including discussions with representatives of the county and the state to learn what is possible.

In addition, Judge Sutton is offering to work with the County to review and revise the contract for police services, or investigate alternatives, to reduce the cost and increase the service level.

FISCAL IMPACT: Judge Sutton is willing to work for \$47 per hour, including his travel time, for a total of 40 hours in December, which equals \$1,880. In the following months, he would work 85 hour per month, totaling \$3,760. If Judge Sutton works through the fiscal year, the cost of his contract services to the Town will be \$24,440.

Judge Sutton estimates that if all Tusayan citations were written to a new Tusayan municipal court, the revenue could be in the range of \$10,000 a month or \$120,000 a year. He estimates that the cost to run a new municipal court would start at about \$112,000 a year. This expense would count toward the state mandated spending limit.

RECOMMENDATION: If the Town Council desires to investigate the feasibility of starting a municipal court and revising the contract for public safety services, it is recommended that the Town Council approve the attached contract with William Sutton.

\$35 a mo starting January 1

Professional Consulting Services Agreement

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THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into this December 1, 2010, by and between the Town of Tusayan (hereinafter referred to as "Town") and William Sutton (hereinafter referred to as "Consultant").

1. Scope of Services

The Consultant's services to the Town of Tusayan (collectively the "Services") shall consist of those tasks outlined on Attachment A ("Scope of Work") and includes research into the feasibility and costs of starting a municipal court for the Town and other tasks as determined by the Town Manager and agreed upon by the Consultant (collectively, the "Project").

2. Compensation

Fee for Consultant's Services shall be \$47 per hour. Hours beginning November 30, 2010 and ending December 31, 2010 are not to exceed a total of 40 for the month. After December 31, 2010 the fee shall remain the same, and the Consultant's services shall not exceed 85 hours per month. Travel time may be included in service hours. Reimbursable expenses that are specifically Project related and previously approved in writing by the Town will be billed at cost. Invoices for Services and reimbursable expenses will be submitted monthly for services rendered to date. Payments for Services required under this Agreement will be made within 15 business days of the Town's receipt of invoice.

3. Performance

- a. The Consultant shall perform Services in such manner and sequence and at such times as may be required by the Town to coordinate Consultant's Services with the Town and all others involved in the Project. It shall be the Consultant's responsibility to request any information necessary for the performance of Consultant's Services. The Town of Tusayan reserves the right to review the consultant's services at any time.
- b. Consultant is an independent contractor, responsible for methods and means used in performing Consultant's Services and is not an employee, agent, or partner of the Town.

4. Termination of Agreement

- a. This Agreement may be terminated by either party upon not less than seven days written notice to the other party. In the event of termination, Consultant shall be compensated for services satisfactorily performed up to the date of termination provided the Consultant provides the Town any work product produced as of the date of termination.
- b. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

5. Indemnification

To the extent permitted by law, the Town and Consultant both agree to indemnify and hold harmless the other and its, officials, officers and employees, from and against all claims, costs, suits, and damages arising out of the negligent acts, errors or omissions of the indemnifying party in the performance of this Agreement.

6. General

- (7)
- a. Consultant and Consultant's employees shall, at all times, comply with all applicable laws, ordinances, statutes, rules, and regulations including, but not limited to those relating to wages, hours, desegregation, employment discrimination, immigration, and safety.
 - b. This Agreement shall be interpreted in accordance with the laws of the State of Arizona.
 - c. This Agreement, together with any exhibits incorporated by reference herein embodies the entire Agreement and supersedes all prior negotiations, representations, or agreements, either written or oral, including proposals. This Agreement may be amended only by written instrument signed by both the Town and Consultant.
 - d. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than date final invoice is sent to the Town.
 - e. The Town and Consultant bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to this Agreement. Neither the Town nor Consultant shall assign this Agreement without written consent of the other.

7. Immigration Law Compliance

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

7

This Agreement entered into as of the day and year first written above.

CONSULTANT:

TOWN:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Town Manager

Date: _____

Date: _____

Attachment A
Scope of work

7

Determine if it is possible for the revenue from citations and cases issued in Tusayan could be transferred to the Town of Tusayan, and what steps and expenses are necessary to do so.

Speak with Jeff Brownlee, DPS Sergeant, about writing citations which are within the boundaries of Tusayan into Tusayan's court.

Work with Williams' Court to see if they are willing to continue to process Tusayan cases until a new Tusayan Court can operate.

Ask the Sheriff's Dept and DPS to write the word "Tusayan" onto citations in order to track Tusayan cases. Work with the County's Technology expert Jared to help us make the divisions in the computer.

Arrange for the County to reimburse some revenue to Tusayan, at least temporarily until the Tusayan Court is up and running.

Evaluate and recommend which Town Ordinances the Town of Tusayan should consider adopting to maximize court operations, including those related to traffic and speeding.

Develop forms, templates, fine envelopes, documents, etc., that will be necessary for the efficient operation of a municipal court.

Evaluate and collect cost information on space needed to operate a new court in Tusayan, along with all costs, including furnishings, and a Court recording system, focusing particularly on any that are court surplus item.

Evaluate need for and costs of maintaining connections to the State Computer System through Supreme Court.

Analyze and evaluate the law enforcement presence in Tusayan, including the IGA with the Sheriff, and recommend possible changes to ensure community safety and efficient operations of a Tusayan Municipal court.

Analyze various scenarios for different levels of law enforcement for the Town of Tusayan and evaluate costs, safety levels, and revenue potential. Prepare the results in a document for Town budget consideration.

Evaluate revenue potential of a Town Court Enhancement Fee

Evaluate potential for grant funds for a new Tusayan Municipal Court.

Meet with and seek advice and support from representative at the County, Supreme Court, and the Cities of Williams, Flagstaff, Page, and Fredonia. Negotiate with the County on the possibility of the County increasing levels of law enforcement services at the same or lesser costs than at present.

Evaluate costs and revenue potential of using FARE contract collections, to help collect outstanding revenues.

Evaluate possibility of partnering with Coconino to set up a system for people to pay citations online. Evaluate options and costs for a new court to contract for credit card payments.

By May 1, 2010, prepare a comprehensive document, summarizing findings, listing a realistic schedule and steps necessary to establish a new Tusayan Municipal Court, along with all costs, for possible inclusion in the Town budget.

Provide a monthly time sheet on the last day of the month, listing hours worked. Include a memo listing accomplishments and status of the project.

TOWN OF TUSAYAN STAFF REPORT

10

Date: November 28, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Modular building for Town Hall

ISSUE: Should the Town acquire a used modular office building to serve at the Town Hall, and locate it on leased property at the airport?

BACKGROUND: A used double-wide modular has been found for sale at a reasonable price. Council Member Reuter has seen it and while we are still checking on the roof construction to make sure it would bear a snow load, it might be a suitable office and meeting space for the Town of Tusayan. Two different locations in Tusayan have been identified as possible sites for the modular. Discussions are taking place about rates and terms for the lease.

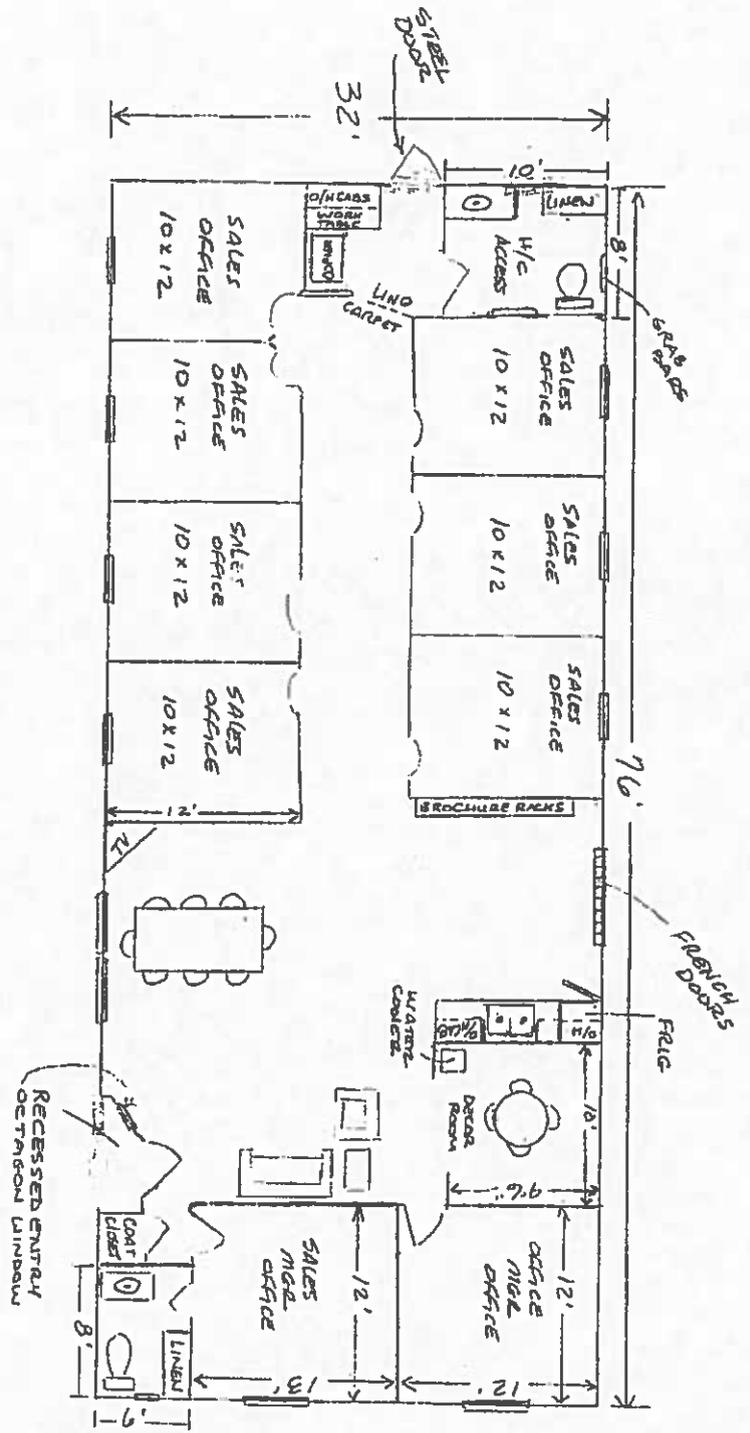
DISCUSSION AND ANALYSIS: Many new towns use modular buildings if no other suitable locations for town offices are available. The main purpose of a city government is to provide services to citizens and businesses, and having appropriate space for the staff, customers and meetings is essential.

It is important for a town government to always seek the best value for any public moneys spent. Most cities and towns have an established purchasing policy that outlines how procurement, bidding and purchasing will be done. Tusayan does not yet have such a policy, but should still make an attempt to seek out best prices by doing some comparison shopping. In this instance, asking for a written price for similar modular from at least two other companies should be sought.

FISCAL IMPACT: The cost to purchase a used modular of the size described above is estimated to be about \$70,000. Cost to transport and set up the modular is estimated to be \$20,000. Cost to improve the exterior of the modular with log siding or similar façade improvements, and to add landscape and signage, is estimated at \$30,000. Total cost is estimated at \$120,000

RECOMMENDATION: If the Town Council desires to purchase and set up a modular to use as Town Hall, the Town Council directs the Town Manager to seek bids and purchase a used modular, and arrange for its transport and set up, cost not to exceed \$120,000. In addition, direct the Town Manager to negotiate a lease for a site where the modular will be placed, cost not to exceed market rate for this area.

1" = 10'
SCALE



OFFICE BUILDING
PHOENIX

LEGEND

- = ARCHED DOORWAY (NO DOOR)
- = WINDOW
- = FRENCH DOORS

10

SPEC SHEET

DATE: 09/30/2005
 QUOTATION NO :

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
	TRAILER	CHS BSMT 10x76 12' I BEAM OR R O/C	2.00 ✓
	TRAILER	BEAM 12" REAR CROSS MEMBER ON 16'	2.00 ✓
	HITCH	DETACHABLE HITCH	
	AXEL	AXLE 6	
		ALL WHEEL BRAKE WITH NEW TIRES	
	ACCESSORIES	CH-S SECTION	2.00 ✓
	ACCESSORIES	TAIL LIGHTS	
	MSC	UPGRAD ETO 4 O/C CROSSMEMBERS	20.00 ✓
	MSC	OUTRIGGER	
		UPGRADE TO 46' O/C	
FLOOR			
	INSULATION	R-13 UNFACED	
	DECKING	5/8" TAG PLYWOOD	
	JOIST	100# FLOOR LOAD AT EXITWAYS ONLY	1.00 ✓
		2x6 @ 8" O/C	
	JOIST	RECESSED ENTRY	1.00 ✓
	JOIST	2x6 16" O/C	
		50# FLOOR LOAD	
	ACCESSORIES	010 PAPER	
	COVERING	060 LINOLEUM	
		RESTROOMS AND WORK TABLE AREA ONLY REMAINDER	
		CARPET READY	
	COVE BASE	6" SELF COVE	
		RESTROOMS ONLY REMAINDER HAS NO COVE	
EXTERIOR WALL			
	STUDS	END WALL 2x4x8	
	STUDS	SIDE WALL 2x4x8	
	SIDING	END WALL 7/16" LP INNERSEAL	
	SIDING	SIDE WALL 7/16" LP INNERSEAL	
	COVERING	END WALL 1/2" VCG	
	COVERING	SIDE WALL 1/2" VCG	
	INSULATION	END WALL R-13 KRAFT	
	INSULATION	SIDE WALL R-13 KRAFT	
INTERIOR WALL			
	STUDS	FULL HOT WALLS (STUDS ONLY NO COVERING)	NONE ✓
		CORRIDOR ONLY (FOR HOOP SUPPORT)	
	STUDS	INTERIOR WALL	
	COVERING	1/2" VCG	
	INSULATION	NONE PROVIDED	1.00 ✓

10

SPEC SHEET

DATE: 09/30/2005
 QUOTATION NO

ROOF			
	JOIST	2X8 16' OC 20# COMPLEX	
	DECKING	1/2" SHEATHING	
	INSULATION	R-19 UNFACED	
	COVERING	0.45 Black EPDM	
	COVERING	1/2" GYP UNDER EPDM	
	BEAM	1/2" STRUCTURAL BEAM (4 LAYERS X 4 FT)	
	CEILING	2X4 T-GRID CEILING CEILING HGT 7'-10" +/-	
BALLOON WALL			
	STUDS	2X4 BALLOON WALL X 4'	
	BRDG	1" BALLOON WALL X 4'	
EXTERIOR DOOR			
	DOOR	6068 FRENCH AFD-81	1.00 ✓
	DOOR	3068 RLC-1	2.00 ✓
	LOCKSET	DEAD BOLT STD	3.00 ✓
	LOCKSET	GRADE 2 PASSAGE LOCKSET	3.00 ✓
	ACCESSORIES	CLOSER	3.00 ✓
INTERIOR DOOR			
	DOOR	3088 P/F HC FOR TIMELY JAMB	5.00 ✓
	LOCKSET	PRIVACY LOCKSET	3.00 ✓
	LOCKSET	PASSAGE LOCKSET	3.00 ✓
	JAMB	TIMEY 4 JAMB	5.00 ✓
WINDOW			
	WINDOW	4030 H/S DC/B	11.00 ✓
	WINDOW	2020 FIXED OCTAGON WINDOW (DUAL/CLEAR/BRZ) AT ENTRY ONLY	1.00 ✓
	WINDOW	2010 H/S DUAL/OS/BRONZE	1.00 ✓
	WINDOW	MFR DUNED AT 4030 AND 2010 WINDOW'S ONLY	12.00 ✓
INTERIOR TRIM			
	TRIM	VINYL TRIM INSIDE CORNER	
	TRIM	VINYL TRIM OUTSIDE CORNER	
EXTERIOR TRIM			
	TRIM	4" SMART TRIM	
	TRIM	6" SMART TRIM	
ELECTRICAL			
	SWITCH	1 WAY WALL SWITCH	6.00 ✓
	SWITCH	SINGLE SWITCH	15.00 ✓
	RECEPTACLE	DEDICATED OUTLET AT REFRIGERATOR	1.00 ✓

10

SPEC SHEET

DATE: 09/30/2006

QUOTATION NO :

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
ELECTRICAL			
	RECEPTACLE	DUPLEX RECEPTACLE	22.00
	RECEPTACLE	W/P G.P.C.I	1.00
	WIRE	CONDUIT	
		FLEX CONDUIT	
	LIGHT	4" FOUR TUBE LAYIN	18.00
	LIGHT	EMERGENCY LIGHT	2.00
	LIGHT	EXT LIGHT WITH BATTERY	3.00
	EXTERIOR LIGHTS	VAN GUARD PORCH LIGHT	3.00
	PANEL	125 AMP MAIN BREAKER	2.00
	ACCESSORIES	60X40 NEMA 3 ENTRANCE BOX FOR FUTUR PHONE INLET	1.00
	ACCESSORIES	J-BOX	28.00
		J BOXES WITH CONDUIT STUBBED TO CEILING CAVITY ONLY FOR FUTURE PHONES. (DEVICES AND WIRING PROVIDED AND INSTALLED ON SITE BY OTHERS)	
PLUMBING			
	FIXTURE	HANDICAP LAV	2.00
	FIXTURE	HANDICAP WATER CLOSET	3.00
	FIXTURE	STAINLESS STEEL KITCHEN SINK DOUBLE BOWL	1.00
	HWH	8 GALLON ELECTRIC HWH MOUNTED BELOW CABINETS AT KITCHEN SINK	1.00
	ACCESSORIES	4 WAINSCOT 4 HIGH PER CODE	
	ACCESSORIES	PLUMBING MANIFOLD PARTS MAY-OLD PARTS SHIPPED LOOSE SITE INSTALLED AND ASSEMBLED BY OTHERS	1.00
	ACCESSORIES	FAN LIGHT COMBO	2.00
	ACCESSORIES	GRAB BARS SET	2.00
	ACCESSORIES	24"X30" MIRROR	2.00
	ACCESSORIES	2X6X8 PLUMBING WALL	
	ACCESSORIES	PLUMBING DROP	
	ACCESSORIES	TP 1/2" DCR	2.00
MECHANICAL			
	A/C	5 TON A/C - 10 KW HEAT STRIP	2.00
	OTHER	RETURN AIR PLenum WALL	
	OTHER	FIBERGLASS FLEX RETURN AIR DUCT	
	OTHER	FIBERGLASS FLEX SUPPLY AIR INLET	
MISC			

SPEC SHEET

DATE: 09/30/2006

QUOTATION NO :

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
MISC			
	ACCESSORIES	CLOSE-UP	
	ACCESSORIES	LAMINATED COUNTER TOP 8'LUF AT KITCHEN AND 4'LUF AT WORK TABLE	10.00
	ACCESSORIES	PREFINISHED BASE CABINETS 8'LUF AT KITCHEN AND 4'LUF AT WORK TABLE	10.00
	ACCESSORIES	PREFINISHED UPPER CABINETS 8'LUF AT KITCHEN, 4'LUF AT WORK TABLE AND 3'LUF AT EACH RESTROOM "LINEN"	19.00
	ACCESSORIES	WIRE SHJLF AT COAT CLOSET	4.00
	MISC	ROD CLOSET 48"-72" AT COAT CLOSET	4.00
OTHER			
	STATE APP	STATE OF ARIZONA APPROVALS	

This Office Modular is discounted and available for immediate delivery.

Contact your sales representative today at 1-800-965-1805

TOWN OF TUSAYAN STAFF REPORT

Date: December 1, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Housing: Should the Town Council contract with one of the responders to the Request For Proposal (RFP) for a study to document the need for housing in the Town of Tusayan? Or should the Town Council review and revise the RFP, and reissue it?

BACKGROUND: Town requested proposals for a housing needs assessment in order to assess and document the need for housing in Tusayan. This information is necessary for the Town to develop and adopt a housing strategy. Several responses were received. The request for proposals was then revised and amended by the Town on June 23. Only two of the respondents submitted revised proposals by the September 17 deadline. These proposals were both determined to be responsive and comparisons were presented to the Ad Hoc Housing Committee at their meeting on November 30.

At this meeting, the committee members decided that they would like more direction from the new Town Council. In addition, they believe that the RFP should be reviewed and perhaps revised, before advertising again in hopes of attracting a greater number of responses.

DISCUSSION AND ANALYSIS: The two responsive proposals come from D&H Consulting LLC in Cottonwood, and EPS in Denver.

D&H: This proposal complies with the RFP requirements, including the completion deadline. The total cost of the proposal is \$49,500.

EPS: This proposal does not comply with the RFP in that it states a completion time of 120 days rather than 90 days, and it proposes a monthly billing process different than that outlined in the RFP. The total cost of the proposal is \$76,300.

FISCAL IMPACT: the Town has the discretion to select the proposal that is most advantageous to it, regardless of the variations in the responses to the RFP. The Town has the discretion to negotiate cost, terms and other conditions that are in the Town's best interest. The costs estimated in the proposals are consistent with the cost of such studies in other cities. The Town of Tusayan does have funds available in the budget for this study.

RECOMMENDATION: That the Ad Hoc Housing Committee recommends to the Town Council that the Request for Proposals be reviewed and revised, then issued again with the hope of attracting additional respondents.

- ① has had 1 resignation - does council want to reappoint
- ② 2 members unable to participate
- ③ Wants to hear direction from Council
- ④ could not recommend either RFP respondent

12

Dear Cynthia,

The Town of Tusayan will start receiving distributions from the Arizona Highway User Revenue Fund (HURF) in mid December and the Vehicle License Tax (VLT) on December 1. The HURF is distributed around the middle of each month and the VLT is distributed two times a month on the 1st and the 15th. The first HURF and VLT distributions to the Town of Tusayan will be retroactive to April 2010, the official date of incorporation.

The State of Arizona taxes motor fuels and collects fees relating to the registration and operation of motor vehicles, including gasoline and use fuel taxes, motor carrier fees, motor vehicle registration fees, a portion of the vehicle license taxes (VLT), and other miscellaneous fees. Revenues are deposited in the Arizona Highway User Revenue Fund (HURF) and are then distributed to the cities, towns and counties and to the State Highway Fund. These taxes and fees are a major source of revenue to the state for highway construction, improvements and other related expenditures. The HURF funds are constitutionally dedicated to highway and streets purposes per the Arizona Constitution, Article 9, Section 14. The Arizona Revised Statutes related to the HURF and the distribution can be found in Title 28, Chapter 18, Articles 1 and 2 (Sections 6501-6547). Below is a link to our HURF reports for more information.

http://www.azdot.gov/Inside_ADOT/FMS/Hurfund.asp

The VLT is an in lieu tax based on the value of the motor vehicle. The VLT is distributed to the cities, towns and counties, State Highway Fund and State General Fund. The VLT monies distributed directly to the cities, towns and counties can be used for general purposes. Authority for the VLT can be found in the Arizona Constitution, Article 9, Section 11. The Arizona Revised Statutes related to the VLT and the distribution can be found in Title 28, Chapter 16, Article 3 (Sections 5801-5812). Below is a link to our VLT reports for more information.

http://www.azdot.gov/Inside_ADOT/FMS/VLT_gallonagedata.asp

If you have any questions related to the Town of Tusayan HURF and VLT distributions, please contact Jeanne Pacilli at (602) 712-4004 or at jpacilli@azdot.gov or Janie Kinsey at (602) 712-8480 or at jkinsey@azdot.gov.

Sincerely,

John R. Fink
Assistant Director for Finance and Accounting
Arizona Department of Transportation
602-712-7441
jfink@azdot.gov

VLT
12/1 = retroactive payment from incorporation = \$12,573
= current payment = \$849. Payments made every 2 wks

HURF = will know amounts by 12/10

TOWN OF TUSAYAN STAFF REPORT

Date: November 30, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Planning and Development Services

Mark Woodson
928 774 4636
x 18

ISSUE: How should the Town provide Planning and Development Services for the residents and builders in the Town?

BACKGROUND: Until now, the Town of Tusayan contracted through an Intergovernmental Agreement (IGA) with Coconino County for development services such as plan review, building permits, and inspections. That IGA expired at the end of November. The Town of Tusayan needs to be able to provide these services in the short-run, as well as in the long run. In addition, the Town needs to adopt its own codes and ordinances related to zoning and development, and create its own General Plan and development codes.

Three kinds of development services are provided by local government: **Building Services** (meaning building permits, building plan review and building inspections); **Engineering Services** (meaning surveying, mapping, site plan review, drainage review, grading plans and inspections, especially of public works like roads and underground work); and **Planning** (meaning plan review for consistency with zoning and the General Plan, and processing of conditional use permits and variances.)

A variety of options exist for the Town Council to consider for providing these services and developing these codes and ordinances. The amount of construction and development in Tusayan is too small to justify hiring Town staff for these functions. It is common for new towns or small communities to contract for these services, either with another city or town, the county, or with a private provider.

Over the last weeks, I have had conversations and discussions with the manager of Coconino County, the city manager of Flagstaff, the Town Manager of Williams, and several private firms.

The Town of Tusayan does currently have a few projects and permits in process, including building permits for garage and other structures. So some service is needed immediately.

DISCUSSION AND ANALYSIS: A summary of the various options and costs is found below.

Coconino County: The County is willing to do an IGA to provide any or all of these development services. The cost for some building services, such as plan review and building inspections, are paid for by the fees and permits from the applicants since the fees are set at a rate to ensure full cost recovery. Public Works reviews and inspections cost more than the fees and permit revenue collected, so an IGA would include an additional cost to the Town for this service by the County, or the addition of a surcharge on fees and permits. COST FOR BUILDING SERVICE = covered by fees and permits. COST FOR PLANNING SERVICES = would have to be negotiated. COST FOR PUBLIC WORKS ENGINEERING SERVICES = fees and permits plus surcharge to be negotiated.

City of Flagstaff: The city is willing to provide some services at the rates shown on the attachment to this report. However, due to layoffs and staffing reductions, they believe they would have difficulty providing substantial amounts of service. COST FOR SERVICES = see attached rate sheet. Permits and fees would cover some of this and might have to be adjusted to cover the entire cost to the Town to avoid a subsidy.

Town of Williams: Is willing to help, but is very concerned about the reduction in staff they have suffered and so is not capable of contracting with Tusayan.

ENGINEERING AND BUILDING SERVICES:

Woodson Engineering: Woodson is located in Flagstaff and has done work in Tusayan, and worked on many developments in and around Flagstaff. The work they highlight in their statement of qualifications is surveying and engineering for private developers, school districts and road projects. They provide the contract engineering services for the City of Winslow and did the same in the past for Holbrook. COST = the fee schedule is attached and ranges from \$75 to \$175 per hour.

Willdan: is a national firm well known for its contract building services. They can provide both Building and Engineering services. Willdan has a main office in Phoenix but they have staff members who live and work in northern Arizona. Willdan currently provides building services for the Town of Buckeye and has worked for many other Arizona cities. See the attached information about the firm. COST FOR SERVICE = would be hourly, but some price per project might be possible. Charges to be negotiated.

TetraTech: is another engineering firm located in Northern Arizona, but they specialize in "horizontal" work, meaning mostly utility pipes and roads. They might be interested in contracting for some public works Engineering review and inspections. COST = to be negotiated.

PLANNERS:

John S. Jones: is a credentialed city planner with 30 years of experience in planning and development work. He has been a consultant for the past five years, lives in Tucson, and most of his work has been in the City of Tucson and Pima County. He has worked for local governments as well as for developers. He has proposed the attached list of work for Tusayan with a six-month contract. COST = \$100 per hour not to exceed \$20,000, travel and per diem to be reimbursed.

Contract Planning Services Inc: Loras Rauch is a credentialed professional planner who has worked on a contract basis to assist two new towns get started, and worked with more than a dozen cities and towns on special planning projects over the past 25 years. She is located in Fountain Hills and has more than 30 years of experience working for local governments. She has worked as a consultant for about 20 years. Details on her experience and services are attached. COST FOR IN OFFICE WORK = \$65 per hour. COST FOR OUT-OF-OFFICE WORK WITH TRAVEL = \$80 per hour.

Jackie Guthrie and Associates: Jackie Guthrie served as contract planner for the Town of Eloy and has worked as a planner in Arizona for 30 years, both for municipalities and for private developers. Her work has won planning awards for many different cities. She has been a consultant for more than 15 years, lives in Casa Grande and is currently working on a project for the State Land Department. COST = \$75 per hour and \$25 per hour travel time.

FISCAL IMPACT: governments try to set their Building and Engineering fee and permit rates at a level that covers the cost for the services. Planning services are a most essential part of any new town as it begins to define its unique design and future. Planning services do recover some of their costs, but are largely supported by the General Fund and do not recoup all their costs. The Town of Tusayan has been following the County codes and ordinances during the time that the County was providing planning and community development services. The Town can continue to do this until developing their own regulations.

These services become a cost center in the budget. The Town will collect fees for applications, permits, reviews and inspections and use those funds to pay the costs for the contractors who provide these services for the customers. It is not likely that these funds will cover all costs for building services the first year, but in time, once costs are more fully

understood, the fees could be adjusted to more fully cover costs building services. Planning services will always be supported by the Town's General Fund.

RECOMMENDATION: It is recommended that the Town Council authorize the Town Manager to negotiate contracts with one or more of the above for contract services to the Town of Tusayan in the short term, and direct the Town Manager to develop a Request for Service process to use in order to select service providers for a longer term.

exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the zoning boundary line of the residentially zoned property.

f. Shall not be located within _____ feet of a preschool, kindergarten, elementary, secondary or high school, place of worship, public park, or public community center. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.

g. Shall have operating hours not earlier than _____ a.m. and not later than _____ p.m.

h. Drive-through services are prohibited.

93. Medical Marijuana Infusion (or Manufacturing) Production Facility

a. Applicant shall provide:

1) name(s) and location(s) of the offsite dispensary.

MLW:tk/885886

2) a copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c).

3) a survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within _____ feet.

b. The facility shall not be located within _____ feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted.

c. The facility shall not be located within _____ feet of a residentially zoned property. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted to the zoning boundary line of the residentially zoned property.

d. The facility shall not be located within _____ feet of a preschool, kindergarten, elementary, secondary or high school, place of worship, public park, or public community center. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.

e. There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility.

renumber accordingly

and not to be placed within the facility's exterior refuse containers.

MLW:tk/885886

101. Messenger Service

renumber accordingly

Amend the light industrial district) as follows.

90. Meat Packing and Smoking (no slaughtering except rabbits and poultry)

91. Medical Marijuana Cultivation, subject to the following conditions and limitations:

a. Applicant shall provide:

1) name(s) and location(s) of the offsite dispensary.

2) a copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c).

3) a survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within _____ feet.

b. Shall not be located within _____ feet of the same type of use.

This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted.

c. Shall not be located within _____ feet of a residentially zoned property. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the zoning boundary line of the residentially zoned property.

d. Shall not be located within _____ feet of a preschool, kindergarten, elementary, secondary or high school, place of worship, public park, or public community center. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.

92. Medical Marijuana Dispensary, subject to the following conditions and limitations:

MLW:tk/885886

a. Applicant shall provide:

1) name and location of the offsite cultivation location, if applicable.

2) a copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c).

3) a survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within _____ feet.

b. Shall be located in a permanent building and may not be located in a trailer, cargo container or motor vehicle.

c. Shall be a maximum _____ gross square feet.

d. Shall not be located within _____ feet of the same type of use.

This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted.

e. Shall not be located within _____ feet of a residentially zoned property. This distance shall be measured in a straight line from the

line of the residentially zoned property. (*Option: measuring distance from lot line to lot line.*)

e. Shall not be located within _____ feet of a preschool, kindergarten, elementary, secondary or high school, place of worship, public park or community center. This distance shall be measured from the exterior walls of the building or portion thereof in which the cultivation business is conducted or proposed to be conducted to the property line of the protected use.

Amend the Intermediate Commercial zoning district to allow medical marijuana dispensaries as a permitted use with conditions as follows:

Permitted Uses (sample insert to an existing ordinance):

99. Merchandise Brokers Office and Display

100. Medical Marijuana Dispensary (No Cultivation), subject to the following conditions and limitations:

a. Applicant shall provide:

1) the name(s) and location(s) of the offsite medical marijuana dispensary associated with the cultivation operation.

MLW:tkx/885886

2) a copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c) and

3) a survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within _____ feet.

4) site plan, floor plan, building permits for occupancy change, and a security plan.

b. Shall be located in a permanent building and may not locate in a trailer, cargo container or motor vehicle.

c. Shall be a maximum _____ gross square feet. (*Size limitation should be factored based on building code for a one door occupancy.*)

d. Shall not be located within _____ feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted.

e. Shall not be located within _____ feet of a residentially zoned property. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the zoning boundary line of the residentially zoned property.

f. Shall not be located within _____ feet of a preschool, kindergarten, elementary, secondary or high school, place of worship, public park, or public community center. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.

g. Shall have operating hours not earlier than _____ a.m. and not later than _____ p.m.

h. Drive-through services are prohibited.

i. Cultivation of medical marijuana is prohibited.

j. Shall provide for proper disposal of marijuana remnants or byproducts,

October 28, 2010, rev. 11-23-10
League of Arizona Cities and Towns
Medical Marijuana Model Ordinance-Arizona
(Comments and options noted in italics)

Amend Definition Section of the ordinance by adding definitions as follows:

Medical Marijuana: Means of all parts of the genus cannabis whether growing or not, and the seed of such plants that may be administered to treat or alleviate a qualifying patients debilitating medical condition or symptoms associated with the patient's debilitating medical condition.

Medical Marijuana Cultivation: The process by which a person grows a marijuana plant. A facility shall mean a building, structure or premises used for the cultivation or storage of medical marijuana that is physically separate and off-site from a medical marijuana dispensary.

Medical Marijuana Dispensary: A non-profit entity defined in A.R.S. § 36-2801(11), that sells, distributes, transmits, gives, dispenses, or otherwise provides medical marijuana to qualifying patients.

Medical Marijuana Infusion (or Manufacturing) Facility: A facility that incorporates medical marijuana (cannabis) by the means of cooking, blending, or incorporation into consumable/edible goods. *(May be combined with Cultivation definition.)*

Medical Marijuana Qualifying Patient: A person who has been diagnosed by a physician as having a debilitating medical condition as defined in A.R.S. § 36-2801.13.

Amend the agricultural district (s) by adding language to allow medical marijuana cultivation as a permitted use as follows:

___ Medical Marijuana Cultivation, subject to the following conditions and limitations:

a. Applicant shall provide:

1) the name(s) and location(s) of the offsite medical marijuana dispensary associated with the cultivation operation.

MLW:tk/885886

2) a copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c) *(Note: this is the paperwork an applicant submits to DHS)* and

3) a survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within _____ feet.

b. Retail sales of medical marijuana is prohibited.

c. Shall not be located within _____ feet of the same type of use or a medical marijuana dispensary. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted.

. Shall not be located within _____ feet of a residentially zoned property. This distance shall be measured from the exterior walls of the building or portion thereof in which the cultivation business is conducted or proposed to be conducted to the property boundary

TOWN OF TUSAYAN STAFF REPORT

Date: November 28, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Medical Marijuana

ISSUE: Should the Town of Tusayan take any action as a result of the initiative that was approved by the voters?

BACKGROUND: Now that all the votes have been counted and Medical Marijuana Proposition 203 was approved by voters, the League of Arizona Cities and Towns is advising municipalities to plan to implement the zoning ordinances authorized by the new law.

Under the new law, cities and towns may adopt "reasonable regulations" regarding the location and operations of medical marijuana dispensaries and growing operations, although the Department of Health Services has the final say about which applicants receive licenses to run those operations. The DHS is not yet issuing licenses, but it is important for municipalities to adopt their zoning ordinances within the next few weeks if there are any concerns about where growers and dispensaries will be located. The cities of Tucson, Marana and Oro Valley have already created ordinances.

There is a limit of one marijuana dispensary for every ten pharmacies statewide and that makes a total of about 124. The DHS will license the applicants and indications are that they plan to distribute them roughly proportional to the population. The initiative allows that if a marijuana card holder resides more than 25 miles from the nearest dispensary, he or she is authorized to grow his or her own plants on his or her property. To avoid the need to grow at home, DHS has indicated that it will do its best to spread the 124 dispensaries around the state as much as possible. Arizona residents are the only ones that qualify for the prescription cards, but the initiative does recognize that out-of-state card holders could make purchases at Arizona dispensaries.

A number of other issues related to this issue are being worked on by the League, including items such as whether medical marijuana is taxable, personnel regulations regarding employees who may have medical marijuana cards, and other matters. The League of Arizona Cities and Towns organized a workgroup made up of city attorneys, P&Z staff and Intergovs to develop principles for a model ordinance to implement the new law. A model ordinance is attached.

DISCUSSION AND ANALYSIS: Many cities and towns are considering adopting ordinances that will regulate dispensaries as well as any home-growers. Until the state releases its rules about how medical marijuana will be regulated, it is difficult to know the effect on Tusayan. Retail space is at a premium in our town, and the small population means that the customer base in need of filling prescriptions for medical marijuana would be small. As DHS looks at applications for dispensaries, the small population of Tusayan make it unlikely to be chosen, as does the proximity of larger Williams and Flagstaff. And while the Town of Tusayan sees a tremendous number of visitors, it is not known how many, if any, would meet the standards of the state rules regarding prescription cards.

FISCAL IMPACT: The creation of any new regulation will result in costs to the Town in its enforcement.

RECOMMENDATION: If the Town Council is interested in possible action on this issue, the Town Council directs the Town Manager to continue to monitor and investigate the subject, and consult with the Town Attorney about possible future action.

CITY OF FLAGSTAFF POSITION WITH FULL BURDEN HOURLY RATE

15

POSITION	HOURLY
Current Planning Manager	\$50.60
Planning Development Manager	\$40.75
Housing Manager	\$43.90
Housing Planner	\$40.75
Building Official	\$48.90
Building Inspector	\$31.25
Building Plans Examiner	\$30.80
Assistant City Engineer	\$51.20
Development Engineer Project Manager	\$38.35
Capital Improvement Engineer	\$61.00
Capital Improvement Project Manager	\$54.80

15

WOODSON

ENGINEERING & SURVEYING, INC.

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

September 13, 2010

Greg Bryan – Vice Mayor
Town of Tusayan
PO Box 709
Grand Canyon, AZ 86023

Hand Delivered

Re: 110659 – Proposal for Town of Tusayan Community Development Services

Dear Greg:

Thank you for asking Woodson Engineering to provide a proposal to assist the newly formed Town of Tusayan, Az. with its Community Development Service needs. Woodson Engineering and our staff have extensive experience with Development Services, as both users and as providers. We're sure that we can help Tusayan to develop a system and process to provide the citizen's and Town Council with the development process that they need to guide the Town's development in the future.

We understand that the Town will continue with the Coconino County Development Standards for the near future. We are very familiar with these standards, having worked with them for over 25 years. We are also familiar with the staff at Coconino County Community Development and would expect that any transition from current procedures to new procedures would be easy to accomplish. We also have extensive experience working in Tusayan, having worked on several development and infrastructure projects over the past 15 years.

I personally have over 30 years experience as a planner, surveyor and engineer. My professional experience includes all types of public works and private development projects. I have served as the Town Engineer/Public Works Director for Eagar, Az. and City Engineer/Acting Community Development Director for the City of Flagstaff. For the past 15 years, I have served as the contract City Engineer for Winslow, Az. In this position I provide direction for Floodplain Administration, Planning and Zoning, Building Inspection, Capital Improvements, Private Development Review, and Strategic Planning for the City Council. As the Winslow City Engineer, the entire staff of Woodson Engineering participates in different projects and assignments as the need for staff and their particular expertise warrant.

I have also been active in many community and professional organizations. I have recently been appointed by the Governor to the Urban Land Planning Oversight Committee, which is an advisory committee to the Arizona State Land Department. I also sit on the City of Flagstaff Board of Adjustment and am President of the City of Flagstaff Industrial Development Authority.

(15)

Professionally, I am the chairman of the American Society of Civil Engineers (ASCE) Strategic Planning Committee. ASCE has over 140,000 members worldwide. I have also been appointed to sit on the Board of the Transportation and Development Institute (T&DI) of ASCE.

These are just a few of my commitments that reflect upon the work that I do in land development and land planning. Others at Woodson Engineering have similar experience and participate in other activities and organizations. We have included a copy of our Statement of Qualifications with this proposal for your reference.

We understand that you are looking for assistance with building plan reviews and inspections, zoning and land use amendment applications processing and reviews and other community development services. We are confident that we can provide these services to your satisfaction.

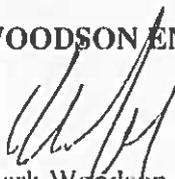
We would anticipate that the services necessary to assist the town would be primarily on-call basis. We have extensive experience in this type of work scenario. For the years that we have worked for other Cities and Towns as on-call consultants we have been able to develop a task order and hourly fee for services arrangement that makes the bookkeeping easy and transparent. ~~We also incorporate specific Additional Service Agreements (ASA) for larger specific projects where a definitive scope can be defined and a fixed fee proposal presented, negotiated and approved by the Town Council.~~

We looked forward to getting together to further define the particulars of the work that we would be doing for the Town and finalizing a contractual arrangement. I have included a Standard Woodson Engineering contract for your review, as well as our current contract with the City of Winslow for your information.

Thank you again for asking us to propose to provide these services and please feel free to contact me if you have any questions. Also, let us know if you would like additional copies of this material for review by others and we will be happy to get that to you.

Sincerely,

WOODSON ENGINEERING



Mark Woodson, PE, RLS
President

Attachments: Woodson Engineering Draft Contract
Woodson Engineering Fee Schedule
Woodson Engineering Statement of Qualifications
Example Municipal Contract – City of Winslow

WOODSON ENGINEERING

124 N. Elden St.
Flagstaff, AZ 86001
928-774-4636 FAX 928-774-4646

PROPOSAL & CONTRACT

Date: September 13, 2010
Project: Tusayan Development
Project No: 110659

CLIENT: Town of Tusayan
PO Box 709
Grand Canyon, AZ 86023

PROJECT NAME/ LOCATION: Community Development Services for the Town of Tusayan, AZ

SCOPE OF SERVICES: Per the attached letter.

FEE ARRANGEMENT: Per the attached letter.

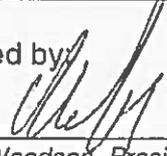
SCHEDULE: Work shall commence upon authorization to proceed and shall be completed in accordance with schedules agreed to between the owner and consultant.

RETAINER AMOUNT: None.

FEE FOR ADDITIONAL SERVICES: On a time and material basis per the attached Terms and Conditions.

SPECIAL CONDITIONS: None at this time.

Woodson Engineering terms and conditions are a part of this agreement.

Offered by:  9/13/10
Mark Woodson, President date

Accepted by: _____
signature date

This offer is good for 30 days unless noted otherwise.

printed name/title

TERMS AND CONDITIONS

Woodson Engineering and Surveying, Inc. (Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: The Firm will have access to the site for activities necessary for the performance of the services.

Billings/Payments: Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. **Invoices shall be due on receipt.** If the invoice is not paid within 15 days, the Firm may, without formal notice and without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Work may not resume immediately upon receipt of payment but as the Firm's schedule permits. **Objections to invoices shall be made in writing within 10 days of the invoice date.** The Firm shall not withhold its services because of the non-payment of disputed portions of a bill. **Retainers shall be credited on the final invoice.**

Late Payments: Accounts unpaid 25 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid, undisputed balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments will be credited first to interest then to principal.

Indemnification: The Firm/Client hereby indemnify and hold harmless the Client/Firm from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Agreement, except when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Firm/Client.

Dispute Resolution: All disputes arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. If any dispute that is submitted to mediation is not successfully resolved, the matter may be resolved through litigation in any court of competent jurisdiction.

In the event that legal action is brought by either party against the other (including action to enforce or interpret any aspect of this agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due.

Certifications: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitations of Liability: To the fullest extent permitted by law, Firm's total liability for any cost, loss, or damages caused in part by the negligence of the Firm and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Firm's negligence bears to the total negligence of Client, Firm, and all other negligent entities or individual, or the total insurance proceeds paid on behalf of or to the Firm by the Firm's insurer's in settlement or satisfaction of the Client's claims.

Termination of Services: This agreement may be terminated by Client or Firm upon 30 days written notice. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable and termination expenses. Neither party shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

Ownership of Documents: The Client and the Firm acknowledge that the Firm's Plans and Specifications (P&S) are instruments of professional service. Nevertheless, the P&S prepared under this Agreement shall become the property of the Client upon completion of and full payment for the Work. The Client agrees to hold harmless, indemnify, and defend the Firm against all damages, claims and losses of any kind (including defense costs), arising out of any use of the P&S on any other project or for additions to this project without appropriate compensation and written authorization of the Firm.

Fee Schedule:	
Principal	\$ 175 per hour
Assoc Principal	\$ 150 per hour
Dept. Mgt./Sr. PM	\$ 140 per hour
Project Manager	\$ 130 per hour
Prof Engineer/Surveyor	\$ 120 per hour
Sr. Designer/Sr. Crew Chief	\$ 110 per hour
E/S-IT/OM/Plnr/Sr. Tch/Crew Chf	\$ 95 per hour
Technician/Administrative	\$ 75 per hour
2 Person Survey Crew	\$ 160 per hour
1 Person Survey Crew	\$ 110 per hour
GPS Usage	\$ 25 per hour
Mileage	\$ 0.70 per mile

Reimbursable expenses including but not limited to: meals and lodging, long distance telephone, faxes, expedited shipping, printing and copying, will be billed with a 15% markup and are not included in our lump sum or hourly fees unless the contract specifically states that they are included.

Expert witness and other services related to litigation or arbitration including preparation and on-call time will be charged at 1.5 times our regular rates.

WOODSON

ENGINEERING & SURVEYING, INC.

124 N. Elden St., Flagstaff, AZ 86001

928-774-4636 • Fax 928-774-4646

(15)

FEE SCHEDULE

As of January 2008

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

Principal	\$ 175 per hour
Assoc. Principal	\$ 150 per hour
Dept. Mgr/Sr. PM	\$ 140 per hour
Project Manager	\$ 130 per hour
Professional Engineer/Surveyor	\$ 120 per hour
Sr. Designer/Sr. Crew Chief	\$ 110 per hour
Engineer/Surveyor (IT)	\$ 95 per hour
Planner/Sr. Tech/Crew Chief	\$ 95 per hour
Technician/Administrative	\$ 75 per hour
2 Person Survey Crew	\$ 160 per hour
1 Person Survey Crew	\$ 110 per hour
GPS Usage	\$ 25 per hour
Mileage	\$ 0.70 per mile

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

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

Invoices paid within ten days may be eligible for a 3% discount.

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**STATEMENT
OF
QUALIFICATIONS**



***SURVEYING, PLANNING,
CIVIL ENGINEERING AND
CONSTRUCTION MANAGEMENT***

WOODSON

ENGINEERING & SURVEYING, INC.

124 N. Elden Street • Flagstaff, AZ 86001
928-774-4636 • Fax 928-774-4646
WWW.WOODSONENG.COM

Statement of Qualifications

Woodson Engineering and Surveying, Inc. is a multi-disciplinary firm in Flagstaff, Arizona, engaged in land surveying, land planning, and civil engineering. We realize that service to our clients is our most important marketing tool. Service, along with the knowledge and experience of our personnel and the state-of-the-art equipment that is available to our personnel, leads to the successful completion of quality projects.

Woodson Engineering is unique in its ability to successfully work with both private developers and public agency clients, and can handle a broad range of projects.



Since 1994, the objective of **Woodson Engineering** has been to provide quality surveying, planning and civil engineering services to our clients. This is accomplished because of our commitment to excellence.

Woodson Engineering and Surveying, Inc.

SERVICES

- **Surveying** – Boundary and cadastral surveys, right-of-way surveys, subdivision layouts, parcel splits, topographic surveys, asbuilt surveys, ALTA surveys, construction staking.
- **Feasibility Studies, Preliminary Planning, Land Use and Master Plans** - Investigation of development potential and costs, preliminary development plans or alignment studies, improvement district development, project scoping, development master plans and land use planning.
- **Site Development** - Residential, institutional, commercial and industrial developments ranging from single building site plans to large developments.
- **Right-of-way Services** - Alignment studies, surveys, and mapping, negotiations for property acquisitions, research property ownership and easements, write legal descriptions, recording of documents, and final property staking.
- **Infrastructure Studies and Design** - Water, sewer, drainage, roadway, facility and airport studies and designs for individual residences and site plans, subdivision, or large municipal systems.
- **Drainage and Flood Control** – From permitting to local storm drains and detention basins to major flood control studies and projects.
- **Construction Contract Administration** - Cost estimating, specifications, bidding assistance, and overall construction administration.
- **Government Engineering On-Call Services** - Services such as plan review, planning and programming of capital improvement plans, and other contract government engineering services.

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Statement of Qualifications

PROFESSIONAL STAFF

Mark Woodson, PE, RLS
Rick Schuller, PE
Dennis Hattem, PE
Jeff Swan, PE, RLS, CFM
Bob Herman
Alicia Stoffers, PE
Marcy Powell, EIT, CFM
Chris Hull, RLS



MARK W. WOODSON, PE, RLS – Principal

Mr. Woodson has over 31 years' experience in civil engineering and land surveying. His professional experience includes all types of public works projects, private development engineering, and municipal engineering services. As the Principal of his own firm, he is responsible for complete oversight of client projects.

RICK SCHULLER, PE – Associate Principal

Mr. Schuller has over 19 years' experience in civil engineering. His experience includes engineering services for complex public improvement, residential, commercial and industrial projects. Responsibilities include design development, construction documents, government approvals, management of engineering projects, client contact, construction management and administration.

DENNIS M. HATTEM, P.E. – Sr. Project Manager

Mr. Hattem has over 30 years' experience in the planning, design and construction of civil and environmental engineering projects. This includes site design, water/wastewater, permitting, solid and hazardous waste. He is responsible for management, planning, design and construction of client projects.

JEFFREY SWAN, PE, RLS, CFM- Project Manager

Jeff has over 38 years of civil and transportation engineering experience, including serving as ADOT Holbrook District Engineer. He has provided the leadership for and the management of major infrastructure programs including project design, construction and transportation operations. His areas of expertise include public policy development, intergovernmental relations, resource allocation, design review, workshop and work group facilitation, project management, data collection and analysis, contract administration, budget preparation, public/political representation, and state/tribal relations.

PROFESSIONAL STAFF (continued)

Mark Woodson, PE, RLS
Rick Schuller, PE
Dennis Hattem, PE
Jeff Swan, PE, RLS, CFM
Bob Herman
Alicia Stoffers, PE
Marcy Powell, EIT, CFM
Chris Hull, RLS



ROBERT HERMAN – Senior Designer

Bob has over 40 years' experience in project management, from preliminary layout to design and project completion, for residential, commercial and industrial projects, with special expertise in ADA requirements. Prior to joining Woodson Engineering as a Senior Designer, Bob served as Project Manager with Dewberry and Davis in Fairfax, VA, and G. C. Wallace in Las Vegas, NV. At Woodson Engineering, Bob's responsibilities include supervision of design and AUTO-CAD drafting of numerous projects located in Northern Arizona communities, site planning, grading, drainage and utility design, construction management and ADA design.

ALICIA STOFFERS, PE

Ms. Stoffers has been working for Woodson Engineering for 7 years, having graduated from Northern Arizona University in 2002, with a degree in civil engineering, and an emphasis in environmental engineering. For Woodson Engineering, Ms. Stoffers has gained experience in the design of roads, water modeling, wastewater treatment, parking lots, subdivisions, drainage and grading. She is proficient in using the civil design software Eagle Point, AutoCad, WaterCAD, Pondpak and MicroStation.

MARCY POWELL, EIT – Engineer-in-Training

Ms. Powell has been working for Woodson Engineering since 2006, having graduated from University of Oklahoma in 1998, with a degree in environmental engineering. For Woodson Engineering, Marcy has gained experience drafting and assisting in the design of roads, water modeling, wastewater treatment, parking lots, subdivisions, drainage and grading. She is proficient in using the civil design software Eagle Point, AutoCad, and Pondpak.

CHRIS HULL, RLS - SENIOR CREW CHIEF

Chris has over 13 years' experience in survey-related work. His responsibilities include office survey calculation, CADD drafting, redline drafters, research and quality control. He also serves as Party Chief when needed. In the field, Chris' work includes all aspects of land surveying, such as lot surveys, large cadastral surveys, roadway and airport surveys, municipal, highway, and private construction staking, site construction and public infrastructure improvements, topographic and boundary surveys, and ALTA surveys. Chris uses both GPS and conventional survey equipment. His office duties include calculations, research of public records, legal descriptions, and drafting.

Statement of Qualifications

LAND DEVELOPMENT PROJECTS



Other areas of work

- Airports
- Commercial/Retail
- Public Works
- Transportation
- Medical
- Hotel/Motel
- Residential
- Industrial
- Office Building, Industrial Park
- Recreational, Parks, Trails
- Wastewater Systems
- Solid Waste
- Storm Water
- Flood Control
- Flood Studies
- Water Systems
- Government Services
- Construction Administration
- Land Planning
- Surveying
- Traffic Engineering
- Zoning and Use Permits
- Property Evaluations
- Educational



Grand Canyon Airpark, Valle AZ., 2005 - 2008

Provided planning, surveying and engineering services for a 181 acre subdivision in Valle, Coconino County. This work included rezoning to minimum 1 acre parcels with larger parcels, up to 10 acres, for taxiway access to the Valle Airport. Engineering design included all roads, water distribution system and sewer collection systems.

Anasazi Ridge, Flagstaff, AZ., 2004-2008. Surveying, planning and engineering services necessary to provide for the planning, platting and construction plan approval for this residential subdivision of approximately 103 units and 2 apartment blocks on 45 acres.

The Sanctuary, Flagstaff, AZ., 2001-2009. Provided all survey, planning and engineering services for construction of a 46-lot, 10.4-acre subdivision in west Flagstaff. These services include preparation and presentation of documents before the Flagstaff Design Review Board, Planning and Zoning Commission and Stormwater Management Section.

Ponderosa Trails Subdivision, Flagstaff, AZ., 2002-2006. Provide all surveying, planning and engineering services necessary to obtain all City permits, and prepare construction documents for final units of Ponderosa Trails with 450 lots on 110 acres.

Slayton Ranch Estates, Flagstaff, AZ., 2003-2006. Surveying, planning and engineering services for the design and platting of 85 family residential lots in Doney Park.

Iron Horse Subdivision, Winslow, AZ., 2004-2005. Provided surveying, planning and engineering services necessary for the planning (rezoning and annexation) of a 450-lot subdivision on 150 acres.

Clear Creek Town Homes, Flagstaff, AZ., 2005-2009 Provide surveying, planning and engineering services necessary to provide for the planning, development review board approval, platting and construction documents for three residential projects consisting of a maximum of 32 town home lots on approximately 3.4 acres; 36 condominium units on 2.5 acres; and 60 townhomes with an affordable component on 4.7 acres.

A-1 Ranches, Flagstaff, AZ., 1999-2005. Surveying, planning and engineering for the rezoning and subdivision approval by Coconino County for the 92-acre, 33 lot subdivision.

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Statement of Qualifications

WATER AND WASTEWATER



Other areas of work

- Airports
- Commercial/Retail
- Educational
- Public Works
- Medical
- Hotel/Motel
- Residential
- Industrial
- Office Building, Industrial Park
- Recreational, Parks, Trails
- Solid Waste
- Storm Water
- Flood Control
- Flood Studies
- Water Systems
- Government Services
- Construction Administration
- Land Planning
- Surveying
- Traffic Engineering
- Zoning and Use Permits
- Property Evaluations



Grand Canyon Airpark, Valle AZ, 2005-Present. Provided planning, surveying and engineering services for a 181 acre subdivision in Valle, Coconino County. This work included rezoning to minimum 1 acre parcels with larger parcels, up to 10 acres, for taxiway access to the Valle Airport. Engineering design included all roads, water distribution system and sewer collection systems.

City of Winslow, Winslow, AZ, 1995-Present. Contract City Engineering services for the city. Our work assignments include: planning and design for miscellaneous water and wastewater improvements, capital programming and budgeting for utility projects, construction management for city projects, and other general City Engineering duties.

Sedona Odor Control, Sedona AZ, 2007-2008 Provide survey and design of an odor control facility located on Highway 89A.

ADOT Page Maintenance, Page AZ, 2007-Present. Provide Survey and Design including; flow rates, materials of construction, emergency storage requirements, recommendations for crossing US 89 Identification and review of existing environmental and land use permits.

City of Holbrook, Holbrook, AZ, 2005-2007. Prepared AZPDES permit application and SWPPP for Painted Mesa Water Reclamation Plant.

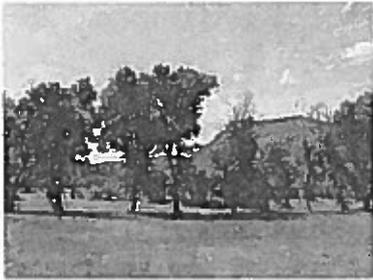
Doney Park Water Company (DPW), Flagstaff, AZ, 2002-2006. Woodson Engineering served as the Engineer for DPW. Our services include system mapping and modeling, line extension designs and construction administration and observation, and major system upgrade designs.

Cedar School, White Conc, AZ, 2000-2006. Provide surveying, planning, engineering for the design and construction of the new campus.

SCA Reclamation, Flagstaff, AZ, 2004-2005. For the City of Flagstaff, provide planning and design of a new industrial wastewater pump station for a large paper manufacturing facility in Flagstaff. The design also included a reclaimed water line from the City of Flagstaff's Rio de Flag wastewater plant, to be used as production water in the facility. Reclaimed supply of 250 GPM 24 hours per day was required.

Statement of Qualifications

**BOUNDARY,
TOPOGRAPHIC AND
OTHER SURVEYS**



- Other areas of work**
- Airports
 - Commercial/Retail
 - Educational
 - Public Works
 - Medical
 - Hotel/Motel
 - Residential
 - Industrial
 - Office Building, Industrial Park
 - Recreational, Parks, Trails
 - Wastewater Systems
 - Solid Waste
 - Storm Water
 - Flood Control
 - Flood Studies
 - Water Systems
 - Government Services
 - Construction Administration
 - Land Planning
 - Traffic Engineering
 - Zoning and Use Permits
 - Property Evaluations



City of Flagstaff, Beaver and San Francisco Street, Flagstaff, AZ, 2006-2009. Provide survey and engineering services for Phase I and Phase II of the project with respect to streetscape and intersection design elements.

City of Winslow, Winslow, AZ, 1996-2009. Contract City Engineering and Surveying services. Assignments include boundary and topographic surveys, including aerial topography of entire downtown area.

City of Williams, Country Club Road, Williams, AZ, 2005-2008. Survey and design of nearly 1 1/2 miles of a 2-lane rural roadway.

Western Wind Energy, Kingman AZ., 2006-2007. Provide boundary and topography for +/- 640 acres for a wind energy resource recovery project consisting of 15 turbine sites.

Flagstaff Unified School District, Flagstaff, AZ 2001-2009. Boundary and topographic surveys for several public schools in the Flagstaff area.

Painted Desert Landfill, Joseph City AZ., 2005 Boundary and retracement survey of 9 sections of land for three miles of new road. This included extensive retracement of old subdivision surveys and re-establishing property and boundary corners.

Slayton Ranch, Flagstaff, AZ., 2003-2004. Provided a three mile topographic survey for Doney Park Water. This project included section research, control survey and re-establishment of nine sections of land.

City of Winslow, Winslow Levees, Winslow, AZ, 2007-2009. Boundary and retracement survey of six miles of existing levee to refurbish for City of Winslow.

Switzer Canyon Condos, Flagstaff, AZ., 2004 - 2009 Provide surveying, planning and engineering services necessary to provide site plan and construction docs for a condominium project of 94 units plus on 19 acres.

ADOT Little Colorado River Tribal Park Access, SR 264, AZ, 2007-2008. Prepare a Project Assessment for a new access road to the existing tribal park and scenic outlook.

Statement of Qualifications

PUBLIC WORKS PROJECTS



Other areas of work

- Airports
- Commercial/Retail
- Educational
- Transportation
- Medical
- Hotel/Motel
- Residential
- Industrial
- Office Building, Industrial Park
- Recreational, Parks, Trails
- Wastewater Systems
- Solid Waste
- Storm Water
- Flood Control
- Flood Studies
- Water Systems
- Government Services
- Construction Administration
- Land Planning
- Surveying
- Traffic Engineering
- Zoning and Use Permits
- Property Evaluations



City of Winslow, Winslow, AZ., 1996-09 Contract City Engineering services for the City. Assignments include; private development review, capital programming and budgeting, capital project design and construction management, and other general City Engineering duties.

City of Holbrook, Holbrook, AZ., 2004-07. Contract City Engineering services for the City. Assignments include private development review, capital programming and budgeting, capital project design, construction management, coordinating airport improvements, and other City Engineering duties.

Flagstaff Unified School District, Flagstaff, AZ., 2001-09. For FUSD we provide on-call engineering and surveying services. Our primary work is the design and construction of Adjacent Ways projects, which include parking and drop-off areas adjacent to public streets.

Cedar School, White Cone, AZ., 2000-06. Provide surveying, planning, engineering for the design and construction of the new campus.

Doney Park Water (DPW), Flagstaff, AZ., 2002-07. We provide on-call engineering and surveying services for DPW including the design and construction management of customer and capital project line extensions.

City of Flagstaff Route 66 Bus Stops, Flagstaff, AZ, 2001-05. For the City of Flagstaff, provide surveying, planning and design for the construction of new bus stops along this historic route.

Coconino Community College, 1997-01. WE provided surveying, planning, engineering and public involvement for the master planning and design of the new 40 acre Coconino Community College campus in Flagstaff, AZ.

Northern Arizona University, Flagstaff, AZ., 1997-01. WE provided on-call surveying and engineering services for miscellaneous projects throughout the Flagstaff campus

USGS Complex, Flagstaff, AZ., 1998-01. WE provided topographic survey and site design for the new United States Geologic Survey campus improvements being provided in cooperation with the City of Flagstaff.

Statement of Qualifications

TRANSPORTATION PROJECTS



Other areas of work

- Airports
- Commercial/Retail
- Educational
- Public Works
- Medical
- Hotel/Motel
- Residential
- Industrial
- Office Building, Industrial Park
- Recreational, Parks, Trails
- Wastewater Systems
- Solid Waste
- Storm Water
- Flood Control
- Flood Studies
- Water Systems
- Government Services
- Construction Administration
- Land Planning
- Surveying
- Traffic Engineering
- Zoning and Use Permits
- Property Evaluations



Arizona Department of Transportation - District Minor Projects, Holbrook District, 2001-2009. Provide on-call surveying and engineering services for the District Engineer. Assignments include project assessments, design concept reports, cost estimates, right-of-way surveys, design and construction administration.

Arizona Department of Transportation - East Flagstaff Traffic Interchange, Flagstaff, AZ, 2002-2008. Provided supplemental surveys and utility relocation design for the redesign of the interchange linking I-40, State Route 89 and Historic Route 66 in East Flagstaff. The utility relocation design involved locating all existing utility facilities in the area and working with representatives of the utilities to accommodate planned improvements.

City of Winslow, Mike's Pike, Winslow, AZ, 2000-2008. Our work on the Mike's Pike Extension Phases 1 and 2 includes submittal and approval of a Transportation Grant for construction funding through NACOG, alignment study and right-of-way negotiations and acquisition from adjacent property owners, right-of-way and topographic mapping, design and construction administration and all paperwork necessary to finalize the funding.

City of Williams, Country Club Road, Williams, AZ, 2005-2008. Survey and design of 1 1/2 miles of a 2-lane rural roadway. Work included drainage, analysis, relocation of utilities, design of road cross section and driveways.

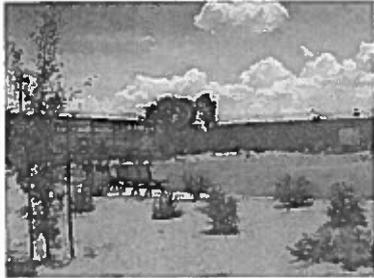
City of Winslow, Renaissance II and III, Winslow, AZ 2005-Present. Projects involve the survey, planning design and construction of major road enhancement projects along Route 66 in downtown Winslow. The enhancements included new curb, gutter and sidewalk, irrigation and landscaping, safety extensions and ADA ramps. Also included with these enhancements were concrete grinding and sealing and asphalt milling and replacement.

City of Snowflake, Concho Road, Snowflake, AZ, 2008 Provide survey and engineering services necessary to complete the design and construction of the Concho Bridge - Woodruff Road Intersection.

City of Flagstaff, Beaver and San Francisco Street, Flagstaff, AZ, 2006-2008. Provide survey and engineering services for Phase I and Phase II of the project with respect to streetscape and intersection design elements.

Statement of Qualifications

EDUCATIONAL AND INSTITUTIONAL PROJECTS



Other areas of work

- Airports
- Commercial/Retail
- Public Works
- Medical
- Hotel/Motel
- Residential
- Industrial
- Office Building, Industrial Park
- Recreational, Parks, Trails
- Solid Waste
- Storm Water
- Flood Control
- Flood Studies
- Water Systems
- Government Services
- Construction Administration
- Land Planning
- Surveying
- Traffic Engineering
- Zoning and Use Permits
- Property Evaluations



Flagstaff Unified School District, Flagstaff, AZ, 2001-09. Provide on-call surveying, planning, engineering and construction administration services to the District. Assignments to include: project planning and assessments, capital programming and budgeting, capital project design and construction management, and other general duties. Specific projects include design improvements for student access, bus and parent drop-off areas and parking improvements using Adjacent Ways funding. Work also includes the review and rating of all school facilities for the annual pavement maintenance contract.

Winslow Unified School District, Winslow, AZ, 2004-2006. Designed an 8-lot subdivision with water, sewer and dry utilities. Subdivision is part of the Winslow High School Vocational Education Program.

Cedar School District, White Cone, AZ, 2000-06. Provide surveying, planning, engineering for the design and construction of the new campus. The campus includes both an elementary and high school. Survey services included working with BIA in state plane coordinates, as well as boundary, topo, asbuilts and right-of-way research

Cedar School District, Jeddito, AZ, 2000-04. Work involved erosion and drainage control, and grading for building addition and playing fields for an existing elementary school. Work included as-built, topographic and boundary survey of entire site.

Coconino Community College, Flagstaff, AZ, 1997-02. With the architect, Jones Studio out of Phoenix, AZ. Woodson Engineering provided surveying, planning, engineering and public involvement for the master planning and design of the new 40-acre Coconino Community College campus in Flagstaff, AZ.

Northern Arizona University, Flagstaff, AZ, 1997-01. Provided on-call surveying and engineering services for miscellaneous projects.

US Geological Survey Complex, Flagstaff, AZ, 1998-01. This project was contracted by the City of Flagstaff to provide a new building to be leased to the USGS at their existing campus in Flagstaff. Services included site survey, planning, design and construction administration.

Statement of Qualifications

**RECREATION,
PARKS, TRAILS AND
CULTURAL
FACILITIES**



Other areas of work

- Airports
- Commercial/Retail
- Public Works
- Medical
- Hotel/Motel
- Residential
- Industrial
- Educational
- Office Building, Industrial Park
- Solid Waste
- Storm Water
- Flood Control
- Flood Studies
- Water Systems
- Government Services
- Construction Administration
- Land Planning
- Surveying
- Traffic Engineering
- Zoning and Use Permits
- Property Evaluations



Flagstaff Urban Trail System Rio North, Flagstaff, AZ 2006 - present. For the City of Flagstaff, we provided on-call work for this important trail link that included the construction of two bridges and multiple access points and drainage crossings, surveying the corridor, right of way acquisition, design and construction.

McHood Park Campground Improvements, Winslow, AZ., 2001-02. For the City of Winslow, we designed plans and specifications for new campground facilities and renovation of existing facilities, including paved roadways, paved campground stalls, beach improvements, signage, updated landscaping and irrigation systems.

The Arboretum at Flagstaff, Flagstaff, AZ., 2000-02. For the architect, Line and Space, LLC, Tucson, AZ, provided engineering assistance for the design development to implement the Master Plan of the site, including a new visitor center and research facilities.

Museum of Northern Arizona, Flagstaff, AZ., 1994-00. For the Museum Director, Michael Fox, provided on-call surveying and engineering services. Work included surveying and engineering design for the Branigar/Chase Discovery Center addition.

Bushmaster and Bow and Arrow Parks Master Plans, Flagstaff, AZ., 1997-98. For the landscape architect, Cella Barr Associates, Phoenix, AZ. Provided surveying, engineering and construction management services for the master planning and design of park improvements for the City of Flagstaff.

Hubbell Trading Post, Winslow, AZ., 1997. For the City of Winslow. Provided surveying services for the acquisition of the historical Hubbell Trading Post.

Ft. Tuthill Amphitheater, Flagstaff, AZ., 2000-01. For the architect van Dijk Westlake Reed Leskowsky. Provided surveying and resource surveying, plans for grading, paving and drainage, as well as construction observation for a new at-grade amphitheater.

Sedona Cultural Park, Sedona, AZ., 1994-96. For the Sedona Cultural Park. In association with the project architect, responsible for master planning, rezoning, surveying and engineering services for a 52-acre, multi-phased, privately funded cultural facility.

Statement of Qualifications

OFFICE/ INDUSTRIAL



Other areas of work

- Airports
- Educational
- Transportation
- Medical
- Hotel/Motel
- Residential
- Industrial
- Commercial/Retail
- Recreational, Parks, Trails
- Wastewater Systems
- Solid Waste
- Storm Water
- Flood Control
- Flood Studies
- Water Systems
- Government Services
- Construction Administration
- Land Planning
- Public Utilities
- Surveying
- Traffic Engineering
- Zoning and Use Permits
- Property Evaluations
- Public Works Projects



Walgreen's Warehouse Parking Lot, Flagstaff, AZ, 2001-02. Services included site survey and design for the construction of an additional 270 space employee parking lot and expansion of the truck loading and storage lot at the warehouse distribution facility in Flagstaff.

US Geological Survey, Flagstaff, AZ, 2000-01. This project was contracted by the City of Flagstaff to provide a new building to be leased to the USGS at their existing campus in Flagstaff. Services included, site survey, planning, design and construction administration.

Waste Management Transfer Station, Flagstaff, AZ, 1999-00. This project involved the rezoning of the 80 acres Yellow Freight trucking site to a waste transfer station. Once approval was obtained, we provided design and construction administration of the 8 bay truck maintenance facility, the waste transfer building and loading ramp and the upgraded wastewater treatment package plant.

Pinchot Office Building, Phoenix, AZ, 1998-99. This project involved the site survey and design for a 40,000 sf office building. The site was comprised of an abandoned street and 5 residential lots, which we gained approval to develop the project on.

Nackard Beverage, Flagstaff, AZ, 1997-98. This project was to develop a paving and drainage plan for the existing wholesale beverage warehouse in east Flagstaff. The design had to accommodate the on-going use of the warehouse and yard during construction.

Flagstaff Auto Mall, Flagstaff, AZ, 1997. This project involved the master planning and rezoning of the 40 acre Stone Container lumber mill site in central Flagstaff, to an auto mall use.

Winslow Airport Industrial Park, Winslow, AZ., 1995-96. This work for the City of Winslow involved the master plan and subdivision of the city's 80 acres at the municipal airport.

HomCo South Yard, Flagstaff, AZ., 1998-01. Over the years, we have provided numerous surveys and designs for additions and expansions of the existing lumber yard and home center.



[Home](#) | [Services](#) | Building and Safety

Willdan's building and safety experience and corresponding reputation for service and quality are foremost in the building and safety industry. Willdan's full spectrum of services has enabled clients to select those which best fit their needs; from an overload inspection, plan review, or counter assistance to a fully staffed department.

Willdan emphasizes quality control in all of our plan review processes providing constant quality review throughout assigned plan reviews or inspections. Checklists and procedures are developed for each jurisdiction we serve to provide consistent reviews and inspections from project to project, tailored to the agency's needs. Willdan maintains expedient plan review turnaround times, typically within 10 to 15 days, and inspections within 24 hours of notification.

Additionally, we utilize innovative processes to expedite the plan check process:

- Accelerated plan reviews
- Thirdparty agreements
- Electronic plan review collaboration between the agency, designer, and plans examiner, which reduces shipping, printing, and plan review time. (Read our [flyer](#) on electronic plan review for more information.)

Do your existing Building & Safety fees cover your true cost of plan review and inspection services? Conduct an updated [fee study](#).



THE WILLDAN LETTER [News for California Building Departments](#)

As a service to local building and safety departments and the building design community, Willdan produces a quarterly newsletter for California detailing relevant news on legislation, code updates, green building resources, dates of training, and educational articles.

Plan Review and Inspection

- Commercial
- Residential
- Industrial
- Medical

- 】 Schools
- 】 Casinos
- 】 Correctional Facilities

Staff Certifications

- 】 ADA
- 】 Architectural
- 】 Electrical
- 】 Energy
- 】 Fire
- 】 Green Building
- 】 Mechanical
- 】 Plumbing
- 】 Structural

Agencies We Currently Serve

- 】 Building Plan Check: 147
- 】 Building Inspection: 70
- 】 Building Official: 21
- 】 Building Official, Special Projects: 9
- 】 Code Enforcement: 17
- 】 Contract Staffing

Representative Projects

California State University, Plan Review — California, multiple campuses



Willdan has performed plan review services for dozens of buildings at numerous campuses, including: Channel Island, Chico, Humboldt, Monterey Bay, Sacramento, San Luis Obispo, Sonoma, and Stanislaus. Here is a partial list of buildings reviewed.

- 】 100,000 square foot, three-story performing arts complex
- 】 Remodeled 50,000 square foot, two-story academic classroom and student building
- 】 3,200 space parking structure
- 】 New science building employing revolutionary seismic bracing systems
- 】 United States Geological Survey California Regional Headquarters
- 】 Conversion of existing Fort Ord military structures to multistory student housing

Colorado River Indian Tribes, Plan Review & Inspection for Blue Water Casino and Resort — Parker, Arizona



Willdan contracted with the Colorado River Indian Community to perform building plan review and inspections for the reconstruction of this 7-year-old 286,000 square foot facility.

The facility was originally constructed without the benefit of inspection and had been plagued with code related issues. Willdan's staff was an integral part of the team assembled to bring the project into compliance with the adopted codes, plans and specifications. Willdan will also perform ongoing on-call assignments for future commercial developments in the community.

[Willdan Corporate](#) | [Willdan Geotechnical](#) | [Willdan Resource Solutions](#) | [Willdan Energy Solutions](#) | [Willdan Financial](#) | [Willdan Homeland Solutions](#)

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[Locations](#)

[Careers](#)

[News](#)

Select a Quick Link

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Anaheim, California 92806
714.940.6300 | 800.424.9144
fax: 714.940.4920
[Email](#)

Willdan Engineering is a subsidiary of Willdan Group, Inc.



[Building Safety service overview](#)



15

greg bryan <gbtusayan@gmail.com>

Proposal and Resume

4 messages

John Jones <jsjones@dakotacom.net>
To: Greg Bryan <gbtusayan@gmail.com>

Mon, Sep 20, 2010 at 2:17 PM

Dear Vice Mayor Bryan,

Attached is a proposal to provide zoning and permitting services to the Town of Tusayan. As a proposal it can be amended by mutual agreement for tasks and schedule prior to execution.

Thanks you for meeting with me last Friday. You and Council Member Elect Reuter provided insight into the challenges and opportunities facing the Town of Tusayan,

John Jones
520 271 -7298

Planning and Development Services Tasks

Public Participation.

1. In cooperation with other entities, develop a Master Mailing List and Master E-mail

List of individuals, organizations and agencies for information distribution and invitations to public meetings.

2. Respond to inquires regarding zoning and building permits by email and phone and assist public in preparing applications.

Code

3. Prepare text of local amendments of the International Building Codes for transmittal to the Planning Agency.

4. Develop a building permit application and process.

5. Prepare a text of a zoning code and subdivision standards for transmittal to Planning Agency.

6. Develop an application and process for variances, rezonings, code amendments and subdivision plats.

7. Develop a request for proposal to solicit third party building plan review and building inspection services.

8. Develop a request for proposal to solicit third party engineering, zoning and site plan review and site inspection services.

9. Coordinate application and review processes with the Sanitary District, Fire District, ADOT, utilities and agencies.

Staff

10. As needed, prepare agendas, staff reports and attend meetings of the Planning Agency.

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Planning

11. Prepare a request for proposal to solicit planning firms to prepare the Tusayan General Plan.

Fee

1. Hourly rate @ \$100. Not to exceed \$20,000.
2. Per diem and travel at GSA rate for Cocinino County.
3. Travel time is not compensated.

Contract

1. Six months term from date of contract.
2. Extension for 6 months by mutual agreement. 10 days notice of cancellation by either party.
3. Consultant is an independent contractor.

2 attachments

 **Tusayan Tasks.doc**
49K

 **John S Jones resume.doc**
27K

greg bryan <gbtusayan@gmail.com>

Mon, Sep 20, 2010 at 2:33 PM

To: awtusayan@gmail.com, bbtusayan@gmail.com, cvtusayan@hotmail.com, jrtusayan@hotmail.com, pstusayan@hotmail.com, Al Montoya Council email <almtusayan@hotmail.com>, cecily maniaci <cecily@townoftusayan.com>, Greg Council <gbtusayan@gmail.com>, pam parsons <pptusayan@hotmail.com>, "Kolsrud, Russell A." <rkolsrud@clarkhill.com>, "Williams, Cameron J." <CWilliams@clarkhill.com>

Hi all - Here is one of the 2 proposals I have received and am waiting on the second one. This gentleman has attended 2 of our meetings so far from Tuscon.

Respectfully,

Greg

----- Forwarded message -----

From: **John Jones** <jsjones@dakotacom.net>
Date: Mon, Sep 20, 2010 at 2:17 PM
Subject: Proposal and Resume
To: Greg Bryan <gbtusayan@gmail.com>

Dear Vice Mayor Bryan,

John S Jones
625 N Norton Ave.
Tucson, Arizona 85719
520 271-7298

*JS Jones e
delco@u.c
net*

Education

Masters of Science, Urban Planning, University of Arizona 1977
Bachelor of Arts, Philosophy, SUNY at Stony Brook 1968

Professional Membership

American Planning Association
American Institute of Certified Planners

Experience

2005 to Present

Development Consultant to Port of Tucson, Century Park Research Center and Valencia Kolb Development Corporation. Project Manager for all aspects of "Shovel Ready" plan review and permitting for southern Arizona's rail to truck intermodal facility and adjacent logistics center.

Esperanza en Escalante, Tucson, Volunteer Project Manager. Responsible for site and building planning, permitting and construction for a 65 person transitional housing facility for disabled veterans.

2003 to 2004

Pima County, Project Manager for the Mt Lemmon communities, Responsible for all aspects of community restoration after the Aspen Fire including Comprehensive Plan Amendments, Building and Zoning Code revisions, debris recycling and removal, coordination between Federal, State, County and property owners. As advisor to the U of A Landscape Architecture facilitated a village master plan that resulted in the \$6 million Mt Lemmon Community Center and associated infrastructure being dedicated in 2006.

1995 to 2003 City of Tucson, Director of Special Projects, responsible for annexation of 60 sq miles, principal author of the Livable Vision Tucson Program. Project Director for Civano, a 1000 acre sustainable community on Tucson's eastside. Project Director for Rio Nuevo Multipurpose Facilities District, Responsible for master planning, land acquisition, platting, engineering and permitting for the renewal of downtown Tucson. Implemented a remediation program for abandoned landfills, initiated archeological surveys and prepared request for proposals for development projects.

1993 to 1994 City of Tucson, Director of Tucson Water. Responsible for the operation of the Tucson Water Department serving 400 sq miles and 600,000 customers. Supervised the successful treatment and delivery of Colorado River water to customers. Initiated a new multi-utility billing system, obtained voter approval on a \$150 million bond election and implemented a comprehensive water quality monitoring program.

1989 to 1993 City of Tucson, Director of Development Services. Responsible for building code plan review, subdivision, site plan and development plan review and all associated inspections. Initiated a new computerized permitting system in coordination with Pima County.

1985 to 1988 Tucson, Anderson, Passarelli and Associates, Principal Planner for a surveying, engineering and planning firm serving private developers. Responsible or supervising the master planning, rezoning, and platting of residential subdivisions and commercial projects.

1979 to 1984 Pima County Planning Department, Principal Planner. Responsible for the Current Planning Division including drafting, zoning code amendments, rezoning, and Board of Adjustment variances. Served as Planning Department liaison to the Rilitto Corridor Project a multidisciplinary master plan for a 10 mile parkway, adjacent recreation areas, land use, and flood control. Co-authored the Campus Park Industrial Zone, Golf Course Zone and implemented the site analysis requirement for zoning amendments.

References: Les Shipley, President of Civano Nursery 520 722-7770 W 520 850-6071 C
Alan Levin, General Manager of the Port of Tucson and Century Park
Research Center 520 623-1611 W 520 977-5825 C

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Contract Planning Services Inc.

Contract Planning Services Inc., founded in 1995, is an award winning consulting firm and is considered to be a leader in the field of municipal ordinance work by it's clients and peers. The firm specializes in municipal planning and the development of Zoning and Subdivision Ordinance, Design Standards and Development Guidelines. The firm works with both large urban cities and small rural communities to develop the specific planning tools necessary to implement each community's unique vision. In addition to the development of ordinances the firm provides municipal planning staff services and project review in the State of Arizona. Contract Planning Services Inc. exclusively maintains a municipal/public sector client base.

Loras P. Rauch, AICP

Principal

Loras Rauch is founder and principal for the firm, Contract Planning Services Inc., and has over twenty-five years experience in the fields of planning, community development, and project review. Loras provides planning, technical expertise, and project management for all of Contract Planning Services Inc. clients and is directly responsible for all projects in which the firm is involved. Loras has been responsible for the development of 18 different land use ordinances consisting of zoning ordinances, sign ordinances, subdivision ordinances, design standards and development guidelines for cities and towns throughout Arizona. In 2009, Loras completed the *Form-Based Codes Institute* training and is now certified to write and develop Form-Based Codes for communities.

Client History

- Gila River Indian Community, AZ: "Seven Districts Master Plans: District 3"
- City of Yuma, AZ: Reformat the City of Yuma Zoning Ordinance
- City of San Luis, AZ: "City of San Luis Subdivision Ordinance".
"City of San Luis Zoning Ordinance"
"City of San Luis Avenue E Corridor General Plan Amendment"
- City of Maricopa, AZ: Established the Planning Department after incorporation.
Served as Acting Planning Director after incorporation.
Developed the "City of Maricopa Subdivision Ordinance".
- Town of Pinetop-Lakeside, AZ: "Town of Pinetop-Lakeside Subdivision Ordinance".
"Town of Pinetop-Lakeside PUD Ordinance"
- Town of Parker, AZ: "Town of Parker Zoning Ordinance".
- City of Eloy, AZ: "City of Eloy Zoning Ordinance".
"City of Eloy Subdivision Ordinance".
- Town of Paradise Valley, AZ: "Paradise Valley Hillside Development Regulations".
- City of Goodyear, AZ: "Big Box / Large Retail User Ordinance".
"City of Goodyear Sign Regulations".
"City of Goodyear Hillside Development Regulations".
- Town of Cave Creek, AZ: "Town Core Plan & Implementation Program - Project Team".
"Town of Cave Creek Zoning Ordinance".
- City of Somerton, AZ: "Somerton General Plan – Project Team"
Technical review of "Somerton Zoning Ordinance".

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- Town of Florence, AZ: "Downtown Redevelopment Project – Project Team".
"Business District(s) Ordinance Update".
- City of Surprise, AZ: "Phase I Zoning Ordinance Update -Analysis & Comparison".
- Town of Superior, AZ: "Town of Superior Zoning Ordinance".
"Town of Superior Subdivision Ordinance".
- Williams Gateway Airport Authority, AZ: Surrounding jurisdiction plan review.
- Town of Gilbert, AZ: Contract Planner for development & design review.
- Town of Queen Creek, AZ: Served as Planning Staff & Director after incorporation.
"Town of Queen Creek Subdivision Ordinance".
- Town of Fountain Hills, AZ: "Wildlife Habitat Inventory" - Game & Fish Heritage Grant.

Education

- AICP, Continuing Education Certification Maintenance
- Form-Based Codes Institute, Form-Based Code Training Series
- B.S.D. Urban Planning, College of Architecture, Arizona State University

Professional Memberships & Certifications

- Form-Based Codes Institute – member since 2009
- American Institute of Certified Planners (AICP) - member since 1993
- American Planning Association - member since 1985
- Arizona Planning Association – member since 1985

Professional Awards

- Arizona Planning Association "Best Public Education Project 2003 - World Town Planning Day"
- Arizona Planning Association "Best Ordinance 2000 - Superior Zoning Ordinance"
- Arizona Planning Association "Best Ordinance 1997 - Queen Creek Subdivision Ordinance"

Appointments

- World Town Planning Day Coordinator – Fountain Hills Event, 1999 - 2004
- Town of Fountain Hills McDowell Mountain Preservation Commissioner, 1996 - 1998
- Fountain Hills Civic Association Board of Directors, 1997 and 1998
- Arizona Planning Association Board of Directors - 1996 and 1997
- Town of Fountain Hills Planning and Zoning Commissioner, 1990
- Mesa Leadership Steering Committee, 1990
- Mesa Leadership, 1989

Client References:

City of Maricopa, Arizona "Maricopa Subdivision Ordinance": The firm developed a completely new Subdivision Ordinance for the City of Maricopa that included regulations for Master Plan Development & Planned Area Development, Open Space & Recreation, and Landscape Requirements. The regulations included incentives for the creation of mixed-use developments and workforce housing. The firm was also responsible for the communication and mediation between the City and the development community throughout the process.

Town of Pinetop-Lakeside, Arizona "Pinetop-Lakeside Subdivision Ordinance": The firm developed a completely new Subdivision Ordinance for the Town of Pinetop-Lakeside that included regulations for Mountainside Development, Forest Health & Fire Protection, Site Design Standards and Open Space. The firm was instrumental in assisting the Town with providing information on the new ordinance to the community and to the utility providers. The project was completed on time, in an accelerated schedule, and within the budget.

Town of Parker, Arizona "Parker Zoning Ordinance": The firm developed a completely new Zoning Ordinance and a GIS based Zoning Map for the Town of Parker. Parker was experiencing increased development of commercial buildings that were of cheap construction and were a negative impact to the community. The new Zoning Ordinance includes architectural, signage, landscape and large-scale retail standards that are tailored to the specific needs and desires of the community. The firm assisted the Town with providing information on the new ordinance to the community. The project took longer than anticipated but was completed under budget.

City of Eloy, Arizona "Eloy Zoning Ordinance": The Zoning Ordinance needed to correct inconsistencies and contradictions from the previous code as well as to implement the City's new General Plan. The project involved the development of numerous new zoning districts, creating design guidelines and standards for all types of land uses, creating outdoor lighting regulations and overhauling the signage regulations. The new Zoning Ordinance also addresses the land uses and design standards along the freeway corridor that bisects the community. The firm provided valuable assistance to the City in the public education and ordinance adoption phase of the projects. Both projects were completed on time and within the budget.

Town of Cave Creek, Arizona "Cave Creek Zoning Ordinance": The firm was retained to work with a committee to draft a new Zoning Ordinance for the Town of Cave Creek. There was a strong need to balance impending residential and commercial growth with the community's desert preservation ethic. The new Zoning Ordinance reflected the Town's heritage yet acknowledged changing technologies in land use. The project was completed on time and within the budget.

Town of Superior, Arizona "Superior Subdivision Ordinance": The firm was retained by the Town of Superior to draft the Town's first Subdivision Ordinance. The Ordinance addressed development issues such as slope, density and design standards within the framework of the Subdivision Ordinance as well as the complete process for the subdivision of land from pre-application and preliminary plat through to the inspection and acceptance of the of public improvements.

Town of Queen Creek, Arizona "Queen Creek Subdivision Ordinance": The firm was retained by the Town of Queen Creek to draft a new Subdivision Ordinance; one that reflected an evolving community. The Town of Queen Creek was on the cusp of changing from a rural farm community to an urban suburb. The firm worked with a citizens committee to develop regulations that reflect the commitment to maintain the small town character while accommodating necessary growth.



COCONINO COUNTY ARIZONA

COMMUNITY DEVELOPMENT DEPARTMENT

William L. Towler, FAICP
Director

STAFF REPORT

- Date:** November 10, 2010
- To:** Tusayan Town Council acting as Town Planning and Zoning Commission
- From:** Coconino County Department of Community Development
- Subject:** Case No. CUP-10-052: A request for Conditional Use Permit renewal (of UP-90-34, UP-96-01, UP-97-03, and CUP-07-039) for a wastewater plant, two manufactured homes for employees, a maintenance building, and 600,000 gallon reclaimed water tank. The property consists of 18.2 acres in the General Zone and is identified as Assessor's Parcel Number 502-17-020B.
Applicant: South Grand Canyon Sanitary District, Grand Canyon, Arizona
- Location:** The property is located at the west end of Tusayan.

Ver
336104

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SUBJECT PROPERTY AND SURROUNDING LAND USES

The subject property is the site of an existing wastewater treatment plant for the community of Tusayan. Coconino Wash runs from east to west along the southern edge of the property. The wash has been channelized to protect the treatment plant in flood events. There is a manufactured home serving as the plant manager's residence located at the western end of the property, and a plant operator's residence on the eastern portion of the site. The site is surrounded by a six foot chain link fence with three strand barbed wire on top.

Canyon Pines Mobile Home Park is located to the southeast. Forest Service land is located to the west and south.

BACKGROUND

There have been a number of conditional use permits approved on this site. These include the original 1990 conditional use permit for the wastewater treatment plant (UP-90-34), a

use permit for expansion in 1996 (UP-96-01), approval for two manufactured homes for employee housing for the manager and an operator of the plant and approval for the laboratory building (UP-97-03), and approval for an addition to the reclaimed treatment building and for a 600,000 gallon reclaimed water tank (CUP-07-003) Currently, all of the use permits have the same expiration date of October 30, 2010. The application for renewal was submitted on September 16, 2010, well before the expiration as required in the Zoning Ordinance.

DISCUSSION AND ANALYSIS

Renewal of a conditional use permit is generally based on compliance with the conditions of approval applied with the last use permit. When staff posted the site on November 1, 2010, the reclaimed plant addition had been completed and was painted tan to match the original building as required, and the tank had been constructed and was painted green. All of the other improvements and expansions permitted in 1996 and 1997 were also there and seemed to meet the conditions of approval. The overall site appeared to be well maintained.

Staff observed one issue and that was the construction of two Quonset style garages, one at each of the two residential manufactured homes, for which building permits had not been obtained. When staff inquired with the plant manager, he readily agreed to obtain building permits after the fact and to do so prior to the expiration of the county contract on November 30.

RECOMMENDATION

Based on conformance with the conditions of approval and the overall good appearance of the property, staff recommends that Case No. CUP-10-052 be approved subject to the following conditions:

1. The South Grand Canyon Sanitary District shall continue to have all required state approvals and permits up to date and in order.
2. No additional plant expansions or improvements shall be made without approval of a subsequent conditional use permit.
3. The district shall complete the process of obtaining building permits and inspections for the garages located at the two residences.
4. Any additional outdoor lighting shall conform to Section 17 of the Zoning

Case No. CUP-10-052
Staff Report
Page 2

- Ordinance and shall require a lighting permit.
5. The wastewater treatment plant shall continue to be protected from a 100-year flood.
 6. This use permit is for a period of 20 years to expire November 30, 2030 before which time an application for renewal of the use permit shall be submitted.

Respectfully submitted,

Bill Towler /s/

William L. Towler, FAICP
Community Development Director