

TUSAYAN TOWN COUNCIL MEETING

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

Wednesday, December 15, 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 15, 2010 at the Best Western Squire Inn. If authorized by a majority vote of the Tusayan Town Council, an executive session may be held immediately after the vote and will not be open to the public. The Council may vote to go into executive session pursuant to A.R.S. § 38-431.03.A.3 for legal advice concerning any matter on the agenda, including those items set forth in the consent and regular agenda sections. The Town Council may change, in its discussion, the order in which any agenda items are discussed during the course of the meeting.

Persons with a disability may request a reasonable accommodation by contacting 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

- ~~1.~~ CALL TO ORDER and Pledge of Allegiance
- ~~2.~~ ROLL CALL – one or two Council Members may attend by telephone
- ~~3.~~ CALL TO THE PUBLIC for Items not on the Agenda – Members of the public may address the Council on items not on the printed agenda. The Council may not discuss, consider or act upon any matter raised during public comment. Comments will be limited to three minutes per person. *Judge Sutton "A"*
4. CEREMONIAL AND INFORMATIONAL MATTERS
 - ~~A.~~ Introduction of Grant Anderson and Roger Brooks from Willdan and Associates, the company providing building services to the Town of Tusayan
 - ~~B.~~ Presentation on the Alliance for Innovation by Pam Muse
5. CONSENT AGENDA – items on the Consent Agenda are routine in nature and will be acted on with one motion and one vote. Public Hearing items are designated with an asterisk (*). Members of the Council or staff may ask the Mayor to remove any item from the Consent Agenda to be discussed and acted upon separately.
 - ~~A.~~ Consideration and possible approval of Previous Meeting Minutes
 - a. December 1, 2010
 - ~~B.~~ Consideration and possible approval of Administrative/Treasurer's Report
 - a. Acceptance of the Finance Report
 - b. Approval of the Payment of Bills
6. COMMITTEE REPORTS
 - A. Ad Hoc Housing Committee – Appointment of Joseph Fortenberry to fill the vacancy on the Ad Hoc Housing Committee. *(11B)*
- ~~7.~~ PUBLIC HEARINGS – Members of the audience who wish to speak to the Council on an item listed as Public Hearing should complete a Request to Speak Card and turn it into the Town Clerk. Speakers will be limited to three minutes each.

No public hearings.
8. ITEMS FOR ACTION

- A. Approval of contract for on-call services with Willdan and Associates – discussion and possible action "C"
- B. Approval of contract for on-call services with Woodson Engineering – discussion and possible action
- C. Purchase of a modular for use as a Town Hall – discussion and possible action "D" 1:00:38
- D. Lease on a site for use as a Town Hall – discussion and possible action "E"
- E. Approval of an Intergovernmental Agreement (IGA/JPA 10-024-I) between the Town of Tusayan and the State of Arizona through its Department of Transportation to improve State Route 64 within the Town of Tusayan – discussion and possible action
- F. Approval of an Intergovernmental Agreement (IGA/JPA 10-052-I) among the State of Arizona, the National Park Service and the Town of Tusayan to participate in a State Department of Transportation enhancement project along State Route 64 including the construction of a shared-use path, landscape and four permanent bus shelters – discussion and possible action
- G. Review of a position description and ad for part-time/contract Town Clerk – discussion and possible action FF-1
- H. Review of a position description and ad for part-time/contract bookkeeper/Treasurer – discussion and possible action GG-1
- I. Review and possible approval of a contest for a Town logo – discussion and possible action H
- J. Approval of purchase of 32 street lights for APS for new lighting along state highway – discussion and possible action I

9. ITEMS FOR DISCUSSION

- A. Provision of Planning and Development Services, and current issues in Planning
- B. Discussion of letter from Barry Baker of Hydro Resources Inc "J"
- C. Town Manager's Report:
 - a. Council Members Training Modules update
 - b. Policies and Procedures
 - c. Update on Proposition 203
- D. Report on the Greater Arizona Mayors Association (GAMA) Meeting by Mayor Bryan
- E. Set Agenda and Action Items for Next Meeting

10. MOTION TO ADJOURN INTO EXECUTIVE SESSION for the following purposes:

- A. Discussion and consultation with the Town Attorney for legal advice regarding regulation of land uses of other governmental jurisdictions, A.R.S. 38-431.03(A)(3)(4)

11. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the General Store in Tusayan Arizona on this December 13 the agenda of the Tusayan Town Council Date of Meeting, December 15, 2010 in accordance with the statement filed by the Tusayan Town Council.

Posted at _____ AM/PM this 13th day of December 2010

Pam Parsons, Town Clerk

TOWN OF TUSAYAN STAFF REPORT

Date: December 9, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Position Description and Ad for Part-time/Contract Town Clerk

ISSUE: Should the Town of Tusayan advertise and recruit a paid Town Clerk?

BACKGROUND: The Town of Tusayan has functioned with a volunteer Town Clerk for the first eight months of its existence. The Clerk's functions are essential to the operation of a town since the clerk must certify and attest that agendas are posted and minutes approved, as required by law.

The Town's business has begun to outgrow the time that a volunteer clerk can manage the duties. In order to ensure that the Clerk functions are completed in a professional and timely way, it might be necessary to advertise and recruit for a part-time, contract Clerk.

DISCUSSION AND ANALYSIS: The Arizona League of Cities and Towns collects salary information from all Arizona cities and towns each year. This data shows that the average pay for a Deputy Town Clerk in a small town is \$14 per hour. Preparing and posting the agenda, attending meetings, and writing minutes for two council meetings a month is equivalent to about a half-time job, requiring 20 hours a week, on average. Tusayan's remote location and limited population makes it more difficult to recruit and hire a clerk.

The Council could approve creation of a half-time position for a Town Clerk, or could advertise for a contract Clerk.

FISCAL IMPACT: A contract Clerk could be paid hourly, or per meeting, assuming that the time needed for any one meeting covers a two-week period and includes everything from agenda prep to final minutes. \$14 per hour x 20 = \$280. The Town does have funds available for payment of a Clerk.

RECOMMENDATION: If the Town Council desires recruit and hire a part-time contract Town Clerk, **direct the Town Manager to advertise and collect applications as a first step to hiring a Clerk.**

TOWN OF TUSAYAN STAFF REPORT

Date: December 9, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Position Description and Ad for Part-time/Contract Bookkeeper/Treasurer

ISSUE: Should the Town of Tusayan advertise and recruit a paid Town Bookkeeper/Treasurer?

BACKGROUND: The Town of Tusayan has functioned with a volunteer Town Treasurer for the first nine months of its existence. The Treasurer's functions are essential to the operation of a town since they keep the financial records and file necessary reports, as required by law.

The Town's business has begun to outgrow the time that a volunteer treasurer can manage. In order to ensure that the financial functions are completed in a professional and timely way, it might be necessary to advertise and recruit for a part-time, contract Bookkeeper/Treasurer.

DISCUSSION AND ANALYSIS: The Arizona League of Cities and Towns collects salary information each year. This data shows that the average pay for a Town Treasurer in a small town is \$18 per hour. Tusayan's remote location and limited population makes it more difficult to recruit and hire this service.

The tasks that must be completed include reconciling books to produce a financial statement at least once a month, or in time for each Council meeting; payment of bills, tracking of revenue, and filing of all required paperwork and reports.

FISCAL IMPACT: The Town does have the funds to pay for a part-time employee or for accounting services.

RECOMMENDATION: If the Town Council desires recruit and hire a part-time contract Bookkeeper/Treasurer, direct the Town Manager to advertise and collect applications for bookkeeping services as a first step to hiring a contract Bookkeeper/Treasurer.

TOWN OF TUSAYAN STAFF REPORT

Date: December 11, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Building Services contract with Willdan and Associates

ISSUE: Should the Town of Tusayan approve a contract with Willdan and Associates for provision of building services?

BACKGROUND: For the first seven months since incorporation, 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 time, 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.)

The Town of Tusayan does currently have a few projects and permits in process, including building permits for garage and other structures. Because services were needed immediately, the Council directed the Town Manager to negotiate a contract for building services at the Dec. 1 Council Meeting. Willdan proved remarkable responsive, contacting the current customers seeking building permits in a matter of hours after being asked to do so.

DISCUSSION AND ANALYSIS: Willdan and Associates offers a broad range of services and the Town is in particular need of building services. In addition, Willdan is capable of providing engineering and planning services. They are ready and able to provide services.

FISCAL IMPACT: governments try to set their Building and Engineering fee and permit rates at a level that covers the cost for the services. 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 approve the attached contract with Willdan and Associates for on-call services.

TOWN OF TUSAYAN
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("Agreement") made this ____ day of December, 2010, by and between the Town of Tusayan, an Arizona municipality (the "Town"), and Willdan Engineering, Inc., a California corporation ("Consultant").

WHEREAS, the Town desires to enter into an agreement with Consultant to serve provide building services, and to provide for the terms and conditions under which Consultant might be so contracted; and

WHEREAS, Consultant desires to provide such services, under the terms and conditions outlined, herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows:

1. Scope of Services. The Scope of Services is attached hereto as **Exhibit A** (the "Scope"). Consultant agrees and covenants to fully perform all the acts contained in the Scope, in accordance with the time schedules or phases contained therein, except as may be modified in accordance with subsection 1.2.

1.1. Phase Structure. The Town may terminate this Agreement, without cause, upon completion of any phase of a project for which Consultant's services are utilized, with payment to Consultant for its work done on those phases completed to that point constituting full compensation .

1.1 .1. Within any proposal provided to Town by Consultant for services on a multi-phase project, all Consultant fees must be allocated for each of the phases in proportion to the amount of work for which Consultant is to be compensated for that phase.

1.1 .2. Consultant stipulates and agrees that the time frames stated within the Scope will be and are realistic for the work of each phase.

1.1.3. Consultant understands that the Town intends to, and should be entitled to, strictly enforce the time frames and other performance measures as indicated by Consultant within the Scope, but will allow for time extensions if conditions occur which are deemed to be outside the Consultant's control and the Consultant promptly requests an extension, in writing, and memorializes within such request the specific bases for such extension.

1.1.4 Approvals. Each work phase and selected sub-phases, especially including project cost estimates, are subject to Town approval and acceptance before the work proceeds further. The Town is responsible to respond within thirty (30) days to requests for approvals, disapprovals, or demand for corrections. The Town Manager is authorized to act on behalf of the Town throughout the entire project with respect to directions regarding the scope and the Consultant's work related thereto.

1.2. Change Orders. Change Orders are amendments to this Agreement. Consultant agrees that no Change Orders will be submitted to the Town except for unforeseeable circumstances which could not have been foreseen prior to the execution of this Agreement and are, therefore, otherwise outside of Consultant's control. For example, the conduct and performance of all consultants, financiers, and employees/sub-contractors of the Consultant are herein understood to be foreseeable matters, and therefore within the Consultant's control. Change Orders must be submitted within thirty (30) days of the date that the event or circumstance arises (or the first time such circumstance should have been reasonably discerned) justifying the Change Order, or the Change Order will be justifiably denied. The Town must respond in writing within thirty (30) days to accept, deny, or request additional information: failure by the Town to respond within thirty (30) days is presumed to be a request for additional information and not an approval or waiver.

1.3. Term. Unless terminated sooner pursuant to subsection 1.1, this Agreement will be for an initial term of three (3) years from the date first listed above, with three (3) automatic one (1) year extensions unless either party gives notice to the other in writing at least ninety (90) days prior to the beginning of the succeeding term.

1.3.1 Cancellation: Pursuant to the specific language and allowance of A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town of Tusayan is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement.

2. Fees and Payments.

2.1. The Fee and Payment Schedule for any and all compensation to be sought by Consultant, hereunder, is attached hereto as **Exhibit B** (the "Fee Schedule"). Consultant agrees to accept the compensation contained on the Fee Schedule as full compensation for all of the work contained in the Scope.

2.2. Fees are fully payable within thirty (30) days from the date upon which the related work has been completed and accepted, in writing, by the Town. Progress payments are appropriate for all but minor phases, based upon a mutually agreed state of completion, as specifically referenced and addressed within the Scope. Payments will be withheld if there are shortfalls in Consultant activity or delivery, or may otherwise be adjusted pending full and satisfactory completion of the Scope.

2.3. Consultant must include a statement, listing work done by specific task, of services completed as part of each invoice submitted for payment. Such a statement will justify the invoice based upon the method of compensation. For example, for "lump sum" compensation, the requirement will include the tasks or percentage of task(s) completed to date. For a cost-based contract, the statement must include an accounting for staff hours or days of services included in the invoice.

3. Consultant Project Staff. Consultant agrees that the key individuals (such as managers, firm principals, and technical experts responsible for fulfilling this Agreement, and named in *Exhibit C* will not be changed nor will the work allocated to such individuals change without the prior written consent of the Town. Removal or reappointment of the project manager-designate is hereby defined to constitute a material breach of this Agreement. The Town's interest in withholding or granting prior written consent is in ensuring continuity in the completion of work, avoiding costs of redundancy where possible, and that Consultant personnel replacements possess qualifications acceptable to the Town.

4. Miscellaneous.

4.1. Disputes.

4.1.1. Attorney's Fees. In the event of a material breach of this Agreement, the non-breaching party will be entitled to be compensated by the breaching party for the reasonable amount of their attorney's fees so incurred, regardless of whether the matter results in litigation.

4.1.2. Alternative Dispute Resolution. Any dispute arising, hereunder, will be resolved through mediation and, if thereafter necessary, binding arbitration as the sole remedy and recourse of either party. Both Parties hereby agree to participate in such proceedings in good faith. The parties also agree to engage in the cooperative defense of any third party suits, and the parties further agree to defer resolution of any issues which may arise between them in the course of this Agreement until any third party matters are resolved.

4.1.3. Jurisdiction and Venue. Except as provided by subsection 4.1.2, jurisdiction and venue for any and all matters arising pursuant to this Agreement will be in Coconino County, Arizona.

4.1.4. Applicable Law. The applicable law in regard to the interpretation of the provisions of this Agreement will be the laws and ordinances of the State of Arizona, Coconino County, and the Town as such are found to exist as of the date of the execution of this Agreement.

4.1.5. Provisions in Violation of Law. Any provision of this Agreement held to violate any law will be deemed void, and all remaining provisions will continue in full force and effect.

4.1.6. Waiver. Either Party's waiver of any term, condition, covenant or provision, or breach of any term, condition, covenant or provisions, must be in writing and will not constitute the waiver of any subsequent breach of any other term, condition or covenant.

4.2. Document issues.

4.2.1. Headings. The headings used in this Agreement are for general reference only and are not a part of the Agreement.

4.2.2. Drafting of Documents. This Agreement will be interpreted as having been drafted by both parties.

4.2.3. Documents Constituting Entirety of Agreement. This Agreement, along with all additional documents and exhibits attached and referred to by this Agreement, comprise the final and complete repository of the understandings between the Parties and supersede all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any of its exhibits, the terms should be attempted to be harmonized; but if that is not possible, then the terms of the Agreement will prevail over any language in any of the exhibits.

4.2.4. Writings Required. This Agreement, including the exhibits hereto, constitutes the entire Agreement between the parties. In that regard, the content, terms, provisions, understandings and entitlements of any and all additional documents, conversations, understandings, etc., alleged to otherwise exist or have occurred, will be deemed to have been merged into the specific contents of this Agreement, with the provisions of this Agreement being all that remains enforceable. This Agreement will only be amended or modified in writing executed by the parties, and this Agreement and any such modifications and amendments will be binding upon the parties. Notices are proper when sent by U.S. Mail or by facsimile to the following addresses.

If to the Town: Town of Tusayan
PO Box 709 Tusayan AZ 86023
Tel. No.: (928) 638-9909

If to Consultant: Willdan Engineering, Inc.
Attn: Grant Anderson PE, V.P.
7500 N. Dreamy Draw Dr., Ste. 130
Phoenix, AZ 85020
Facsimile: 602-870-7601

4.3. Risk Management.

4.3.1. Indemnification. Consultant shall indemnify and defend the Town and its officials, officers, employees and agents against any claim of wrongdoing and/or

negligence in regard to the services provided by Consultant, its principals, agents, representatives and/or employees, hereunder.

4.3.2. Insurance and Liability Issues. Consultant shall protect and hold the Town and its officials, officers, employees and agents harmless concerning any and all matters arising or alleged to have arisen in regard to the negligent acts or omissions of Consultant and Consultant's principals, agents, employees and representatives in their course of work engaged in pursuant to the Scope of this Agreement. To the extent permitted by law, the Town will protect and hold Consultant harmless concerning any and all matters arising or alleged to have arisen in regard to the negligent acts or omissions of the Town and its officials, officers, employees and agents. Consultant will maintain in force at its own cost and expense at all times during the performance of this agreement the following policies of insurance:

4.3.2.1. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.

4.3.2.2. Comprehensive General Liability Insurance (bodily injury and property damage), the limits of which will not be less than one million dollars (\$1,000,000) combined single limit per occurrence and three million dollars (\$3,000,000) general aggregate.

4.3.2.3. Automobile bodily injury and property damage liability insurance, the limits of which will not be less than one million dollars (\$1,000,000) combined single limit per occurrence. Such insurance will extend to owned, non-owned and hired automobiles used by Consultant's employees, agents or assigns in the performance of this contract.

4.3.2.4. Professional Liability Insurance covering negligent acts, errors or omissions of Consultant, the limits of which will not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate.

4.3.2.5. Each insurance policy required by this Agreement will provide for thirty (30) days prior written notice of cancellation to the Client, ten (10) days notice if cancellation is due to nonpayment of premium.

4.3.2.6. Each insurance policy required by this Agreement, except policies for Workers' Compensation/Employer's Liability and Professional Liability, will name the Client its officials and employees as additional insured and be primary and in excess of any coverage carried by the Client.

4.3.2.7. Prior to commencement of any work under this Agreement, Consultant will deliver to the Client insurance certificates confirming the existence of the insurance required by this Agreement, indicating policy expiration dates and including the applicable provisions referenced above.

4.3.3. Compliance with Civil Rights.

4.3.3.1. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Such actions will include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

4.3.3.2. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination in federally-assisted programs.

4.3.3.3. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitation, either by competitive bidding or negotiation, made by Consultant for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor will be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex or national origin.

4.3.3.4 Immigration Law Compliance.

a. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty")

b. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.

c. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.

d. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.

e. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has

complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

f. The foregoing provisions of subparagraphs a-e of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.

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.

4.4. Relationship of the Parties.

4.4.1. Independent Contractor Status. Consultant will be an independent contractor and will have responsibility for and control over the details and means of providing the services anticipated pursuant to this Agreement.

4.4.2. Successors and Assigns. This Agreement will be binding upon the successors and assigns of the Parties, but will not be assigned by either party without written consent of the other party.

4.4.3. Representational Authority. Consultant has no authority to commit the Town or make significant decisions on the Town's behalf, especially with respect to right-of-way acquisitions, sole source specifications, award of contracts, and approval of construction payments and change orders. Additionally, Consultant and Consultant's agents, employees and representatives will not make public statements or respond to media inquiries regarding any condition, circumstances, aspect or element of any work done, to be done, or which is anticipated to be done by Consultant for the benefit of the Town.

4.4.4. Confidentiality. Consultant may not release information (including future Consultant publication of project information, such as in papers, articles, or advertising) related to the Agreement except upon written approval of the Town, or as required by law.

4.4.5. Ownership of Documents and Innovative Solutions. All original materials, concepts, methods, or products created by Consultant pursuant to this Agreement are the property of the Town and must be delivered to the Town on or before final completion of the work contained in the Scope. The Town agrees that it will not modify documents without Consultant's consent, in keeping with professional license laws; however, there are no such restrictions/limitations on the Town's reuse or sale of such intellectual property.

4.4.6. Authority to Execute. Those natural persons executing this Agreement on behalf of the actual Parties assert, through their signatures, that the

entity they represent has reviewed this Agreement, understands its content, has authorized its execution by the natural person signing the Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN:

Town of Tusayan, an Arizona
municipality

CONSULTANT:

Willdan Engineering, Inc., a California
corporation

By:

Cynthia Seelhammer
Town Manager

Grant Anderson PE, V.P.

ATTEST:

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

Scope of Work

Consultant will perform all of the following duties as an officer of the Town.

1. Consultant Administrative Duties.

1.1. Services.

1.1.1. Analyze the needs and prepare and administer long- and short-range programs consistent with the economic capabilities of the Town.

1.1.2. Attend staff level meetings with the staff, developers, contractors, and the general public at the request of the Town.

1.1.3. Attend Town Council meetings and other Town meetings at the request of the Town.

1.1.4. Review and comment on infrastructure planning programs and land development design standards.

1.1.5. Recommend regulations pertaining to engineering matters.

1.1.6. Provide technical assistance for Town personnel.

1.1.7. Advise the Town as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding as a miscellaneous service assignment.

1.1.8. Establish working relationships and coordination with Town citizens, other public agencies such as Coconino County, and private utilities and districts, involving engineering and development matters affecting the Town.

1.1.9. For development, once plats and plans are approved for compliance with planning and engineering aspects, establish bonding requirement and provide for the issuance of construction permits of the development and posting and release of securities as necessary.

1.1.10. Check civil plans and specifications and provide construction administration and observation for Town projects designed by others.

1.1.11. Revision or preparation of a five (5) year road maintenance plan, including preparation of relevant criteria and any necessary public meetings.

1.2. Deliverables.

1.2.1. The Consultant will perform these services via phone and e-mail. Specific meetings will be made at the Town's request.

1.2.2. The Consultant will be on-site one day per week, or at the Town's request or at the Town's offices and available for attendance to meetings for Council and other boards and commission as necessary.

1.2.3. The Consultant will prepare a monthly report outlining duties performed during the month. Said report will be provided to the Town Manager for review.

2. Plan Review/Inspection. From time to the time the Town will require the Consultant to review and inspect plans for development. Said plans may be either engineering or building plans. Consultant will perform said plan reviews as follows:

2.1. Building Safety Plan Review. Consultant will provide administration, supervision, inspectors, and plans examiners to the Town as needed to provide for the continuing operation of the Town's Development and Building Code operation to include plan check covering the following construction design elements:

Architectural and Life-Safety	(2006 IBC)
Structural.....	(2006 IBC)
Electrical	(2005 NEC)
Plumbing	(2006 IPC, IFGC)
Mechanical.....	(2006 IMC)
Fire Review	(2006 IFC)
Disabled Access Regulations.....	(2003 ANSI A117.1)
Residential Zoning	(2006 IRC)

2.2. Civil Plan Review. Consultant will provide review of plats, improvement plans and other submittals for land divisions for proposed developments and other permitting requests in accordance with the Town's adopted codes and ordinances. Consultant will also establish performance bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of such development review. Additionally, Consultant will provide such necessary and related functions as are the normal practice of the Town in the Town engineering review of private developments.

2.3. Services.

2.3.1. Administration.

2.3.1.1. Consultant will, at the request of the Town, examine plans for compliance with the applicable Development, Building, Plumbing, Mechanical, Electrical and Fire Codes and other pertinent and State regulations falling within the purview of the Town Engineer and Building Official including zoning and accessibility requirements.

2.3.1.2. Consultant will have the protection from liability afforded by applicable Building Code to the maximum extent permitted by law when Consultant is

acting pursuant to such work outlined herein. This provision is not intended and will not operate in any way to increase Town's liability or to decrease its lawful immunity from liability.

2.3.1.3. Consultant will serve as an extension of the Town staff and will provide the necessary process of plan review and development documentation and background to the Town to support Town decisions on projects.

2.3.2. Plan Review. Consultant will perform plan review for projects, after receipt of reasonable complete plans and all necessary supporting data. Consultant will document any individual circumstance, non-compliance or anticipated difficulty, which may have an affect on plan review, permitting or inspection services. Upon request by the Town that a plan review is ready for review, Consultant will perform the following tasks:

2.3.2.1. Consultant will obtain plans, calculations, applications and other related documents through one of several means. The preferred method is to use Willdan's electronic plan check program through our web site. Other methods of delivery include picking up the plans from the Town either through a courier or by mail from the Town. Pick-up and delivery of plans will be cost-free to applicants and the Town by utilizing the services of Federal Express, California Overnight.

2.3.2.2. Once received at Consultant's office, project details are entered into an exclusive computerized plan check tracking system (PCTS) accessible by the Town through website access. The project documents will be given a preliminary review for completeness, thus ensuring all materials required for review are present. Each plan set will be assigned a project task tracking number, and entered into a distribution network that ensures all disciplines requiring plan review are evaluated by professionals in that field, whether it be architectural, structural, life safety, mechanical, electrical, plumbing, fire, accessibility, engineering, platting or zoning compliance.

2.3.2.3. Consultant will review building plans for conformance with the Town's adopted development and building codes and related Department policies, directives, and other applicable laws.

2.3.2.4. Plans Examiners will coordinate reviews and enter comments through our plan check tracking software that provides customized reports suitable to each client. Consultant provides all administrative, professional, and other technical resources necessary to review designs for completeness and correctness. The reviews are defined by drawings, specifications, design calculations, and special reports based upon the Town's adopted editions of codes, ordinances, regulations, and standards.

2.3.2.5. Upon completion of the review, comments will be forwarded to the applicant for their response.

2.3.2.6. Plan review comments or notification will be in the form of a letter identifying that this is a first or second or subsequent review of the plans and listing all items for correction, including the code reference requiring the correction.

Communications between Consultant and the applicant will be cost-free to the applicant, including toll-free telephone communications. Upon completion of a plan review, the Town will receive a copy of the review letter and be notified of completion of the review.

2.3.2.7. Resolution of comments will be accomplished by telephone or meetings prior to receipt of submitting corrected plans and documents. Consultant will respond to all inquiries regarding code requirements and plan check procedures relating to assigned projects. Such inquiries will be made to the applicant's place of business or at the Town's offices.

2.3.2.8. Upon final review of the plans Consultant will provide an approval letter with all approved plans and will identify the plans as approved. Upon approval, Consultant will stamp each sheet of the plans reviewed, verifying that the plans are in compliance with the Town adopted codes and ordinances and State regulations, before returning to the Town for final dispensation. A letter of transmittal will accompany all approved plans. Consultant will maintain all records regarding plans reviews and turn-around times inclusive of web access for the Town's records or review through our exclusive plan check tracking software.

2.3.2.9. Permits may be issued once all conditions of approval have been met.

2.3.2.10. Frequently, on larger or complex projects, Consultant will provide up-front consultation services with the applicant, and designer to ensure that all parties completely understand the Town's standards and submittal requirements, as well as timelines to assure completion as scheduled.

2.3.3. Inspection. Consultant's inspectors will function as the Town's inspection staff and, as such, will conform to all of the Town's policies and procedures. Consultant staff will develop all forms and processes for the Town..

2.3.4. Consultant will, upon request of Town, perform inspections as outlined and defined by the Town's adopted Codes to effect compliance with the adopted Code and any other pertinent Town and State regulations falling within the purview of the Town.

2.3.5. When requested, a qualified inspector(s) will be assigned to the Town to perform multi-disciplined or specialized inspections as required. Inspection records and reports will be maintained at Town's offices for use in documentation of projects and statistical reports.

2.3.6. The assigned inspector(s) will respond to construction inspection requests, as required by the codes and ordinances adopted by the Town, as well as complaints, reported zoning violations, and observed construction activity without permits.

2.3.7. Consultant inspectors and supervisors will report to the Town prior to any inspection and at the end of each regular work assignment to complete required paperwork and record inspection results. Consultant will provide its inspectors with a cell phone, hand tools, necessary reference books and safety equipment and a vehicle insured in compliance with the Town's requirements to satisfactorily perform the complex task of combination building or public works inspections. All Consultant inspectors possess valid Arizona driver's license.

2.3.8. Consultant will respond to telephone inquiries about code requirements and inspection procedures relating to assigned projects. Inquiries may be related to in-progress or completed inspections.

2.3.9. Consultant will develop correction notices and forms and establish all policies and procedures for the Town's inspection section.

2.3.10. Consultant will maintain the highest level of customer service to the Town's staff and community. In addition to the Town's established workday schedule, our staff will be available, as directed by the Town, beyond scheduled hours.

2.3.11. When requested, qualified Consultant staff will be available to provide technical code assistance on projects under construction in Town. This assistance will be available over the telephone or in person.

2.3.12. For public works inspection of developments, the public works/civil inspector will be available at times requested by the Town or as construction progress dictates. The developer will be responsible to retain an engineer of record for the overall responsibility for compliance inspection and "As-Built" preparation. The Consultant-supplied inspector will facilitate a pre-construction meeting with the Engineer of Record, the representatives of testing companies, and the contractors regarding permitting for inspection requirements and compliance testing. Additionally the inspector will hold regularly scheduled construction meetings with the Town and the Engineer of Record to facilitate project scheduling, changes or costs. The inspector will review the engineer or record's weekly progress reports, including the results of all tests taken during that week.

2.4. Deliverables.

2.4.1. Civil and Building Safety Plan Review. Consultant will provide the services indicated above which include, comment letters, tracking system available to the Town through Consultant's website and upon approval stamped plans stating that the plans are in compliance with the Building, Plumbing, Mechanical and Electrical Codes, General Plan, Subdivision Ordinance, Zoning Ordinance and other pertinent Town and State regulations. Consultant will also be available for the attendance at review meetings with staff or applicants to facilitate compliance.

Plan review will be performed within the following timelines:

Type of Plan	Initial Review	Recheck	Expedited
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			Initial/Recheck
Residential, including additions and/or accessory buildings	10 working days	5	5/3
Single-Family Dwelling	10 working days	5	5/3
Duplex Dwelling	10 working days	5	5/3
Multi-Family Residences (Three Units or more)	14 working days	7	7/5
Commercial/Industrial Buildings	14 working days	7	10/7
Plats/Subdivision Improvements	14 working days	7	10/7
Site/Encroachment Permits	10 working days	5	5/3

* Times begin on the date which the plans are received from the Town and working days are defined as a normal workday, Monday through Friday, except for legal holidays observed by the Town.

2.4.2. Building Safety and Encroachment Permit Inspections. Upon request by the Town, building and encroachment permit inspections will be performed on the same business day as assigned, with a 24-hour notice of request by the Town.

2.4.3. Development/Subdivision Inspections. Upon approval of subdivision or development plans for construction, Consultant will provide a construction permit for the facilities through the Town Engineer and provide inspection and coordination of construction as outlined in Item 2.3.3 above. Scope of these services will be detailed and authorized by the Town prior to proceeding with the inspection.

3. Capital Projects. From time to the time, the Town may request that the Consultant perform design and construction of infrastructure projects. Consultant will perform these services based upon an agreed upon scope and deliverables with the Town per each project assignment and authorization to proceed with the work. Work tasks may include:

3.1. Preparation of plans and specifications;

3.2. Design survey; construction survey; construction administration and observation; or

3.3. Preparation of special engineering reports regarding such matters as drainage, traffic/transportation or water/wastewater.

4. Miscellaneous Services. As the Town may from time to time have the need for other services not specifically listed in this Agreement, which Consultant has the necessary

experience and capabilities to provide, the Town may authorize Consultant to perform such selected services on an as-needed basis. Services may include such work items as assessment district formation, annexations, rate schedules, capital improvement plan preparation, grant application, etc. Consultant will perform these services based upon an agreed upon scope, and deliverables with the Town per each project assignment and authorization to proceed with the work.

EXHIBIT B

Fee and Payment Schedule

1. **Consultant Administrative Duties.** The Town will compensate the Consultant for Town Engineer Administrative Duties provided under **Exhibit A** subsection 1 at rate of:

1.1. Hours spent by Consultant for attendance to Town Council or Commission Meeting or other duties as requested by the Town will be documented and charged at an hourly rate of one hundred fifty dollars (\$150) per hour.

1.2. Mileage and time spent in traveling to and from the Town facilities will be limited to 4 hours plus one way mileage at the legal IRS rate.

1.3. Hotel and meals for overnight stays will be charged at cost.

2. **Plan Review Services.** The Town will compensate the Consultant for Plan Review services provided under **Exhibit A subsection 2** as follows:

2.1. **Building Safety Plan Review.**

Structure Type	First and Second Review	Third/Additional Reviews
Single-Family Residences/Duplexes/Garages/Other Structures	85% of Town Plan Check Fee	Hourly per Exhibit B-1
Multiple Residences	85% of Town Plan Check Fee	Hourly per Exhibit B-1
Commercial Buildings/Industrial Buildings/Other Related Structures	85% of Town Plan Check Fee	Hourly per Exhibit B-1

2.2. **Preliminary and Final Plat Review.** The Town will compensate the Consultant for Preliminary and Final Plat Review services at the rate of two hundred fifty dollars (\$250) per plat plus ten dollars (\$10) per lot. This fee includes attendance at one (1) Planning and Zoning Meeting, one (1) Technical Advisory Committee Meeting and one (1) Council Meeting. To receive this rate, the Town must ensure that submitted plats have a minimum scale of 1"=20' reproduction and includes one (1) Title Report with Schedule B items included. Preliminary Drainage Reports and Phase I Environmental Site Assessment Reports are separately compensated per the rates on **Exhibit B-1**.

2.3. **Improvement Plan/Site Plan/Encroachment Permit Review.** The Town will compensate the Consultant for Improvement Plan/Site Plan/Encroachment Permit Review at the rate of two hundred fifty dollars (\$250) per sheet for the 1st and 2nd Review. This fee includes one (1) meeting at the Town to review redline comments with Town staff, developer or applicant, and developer's engineer. Third and subsequent reviews will be separately compensated per the rates on **Exhibit B-1**. To receive this rate, the applicant must ensure that submitted sheets feature plans separated (Paving/Grading/Water/Sewer/Final Plat) and at a minimum scale of 1"=40'

2.4. Report Review. The Town will compensate the Consultant for Report Review at the rate of four hundred dollars (\$400) for up to four (4) hours of review time for the 1st and 2nd reviews. Later reviews and hours in excess of four (4) hours will be separately compensated per the rates on **Exhibit B-1**. Consultant is capable of reviewing at least the following classes of report: Drainage Report, Traffic Report, Geotechnical Reports, Water Distribution Report, and Sewer Report.

3. Inspection Services. The Town will compensate the Consultant for Inspection Services provided under **Exhibit A subsection 2** as follows:

3.1. Building and Encroachment permit inspections. The Town will compensate the Consultant for Building and Encroachment permit inspections on an hourly basis per the rates on **Exhibit B-1**. With a minimum 4 hour charge.

3.2. Development/Subdivision Inspections. The Town will compensate the Consultant for Development/Subdivision Inspections on a negotiated fee basis. Fees for such requests will be detailed and confirmed by an Authorization of Services in the form of **Exhibit B-2**.

4. Capital Projects Services. The Town will compensate the Consultant for Capital Projects services provided under **Exhibit A subsection 3** on a negotiated fee basis. Fees for such requests will be detailed and confirmed by an Authorization of Services in the form of **Exhibit B-2**.

5. Miscellaneous Services. The Town will compensate the Consultant for Other Miscellaneous services provided under **Exhibit A subsection 4** on a negotiated fee basis. Fees for such requests will be detailed and confirmed by an Authorization of Services in the form of **Exhibit B-2**.

EXHIBIT B-1
Schedule of Hourly Rates

Community Development.

Principal Project Manager	\$150.00
Principal Planner	\$115.00
Senior Planner	\$100.00
Associate Planner	\$80.00
Assistant Planner II	\$75.00
Assistant Planner I	\$65.00
Planning Tech	\$60.00

Engineering.

Sr. Principal Project Manager.....	\$165.00
Principal Project Manager	\$150.00
Town Engineer	\$140.00
Project Manager	\$140.00
Supervising Engineer	\$125.00
Senior Engineer.....	\$120.00
Supervisor Survey/Mapping	\$125.00
Associate Engineer II	\$115.00
Associate Engineer I	\$100.00
Sr. Design Manager	\$115.00
Design Manager	\$100.00
Sr. Designer II	\$100.00
Sr. Designer I	\$85.00
Designer II.....	\$75.00
Designer I.....	\$70.00
Design Engineer II.....	\$75.00
Design Engineer I.....	\$75.00
Sr. Drafter.....	\$75.00
Drafter II	\$70.00
Drafter I	\$60.00
Technical Aide.....	\$55.00

Construction Management.

Principal Project Manager	\$150.00
Project Manager	\$140.00
Senior Construction Manager.....	\$120.00
Construction Manager.....	\$110.00
Assistant Construction Manager.....	\$95.00
Utility Coordinator.....	\$100.00
Supv. Public Works Observer.....	\$100.00
Sr. Public Works Observer II	\$90.00
Sr. Public Works Observer I	\$85.00
Public Works Observer II.....	\$75.00
Public Works Observer I.....	\$70.00
Assistant Public Works Observer	\$65.00

Building.

Principal Project Manager	\$150.00
Building Official.....	\$125.00
Deputy Building Official	\$115.00
Supervising Plan Check Engineer.....	\$120.00
Plan Check Engineer (FP).....	\$115.00
Sr. Plans Examiner.....	\$100.00
Plans Examiner II	\$90.00
Plans Examiner I	\$90.00
Plans Examiner Aide	\$55.00
Inspector of Record	\$110.00
Supervising Building Inspector	\$105.00
Sr. Building Inspector	\$90.00
Building Inspector (Fire)	\$80.00
Assistant Bldg Inspector I.....	\$70.00
Supervising Construction Permit Specialist.....	\$80.00
Sr. Construction Permit Specialist.....	\$75.00
Construction Permit Specialist.....	\$70.00
Assistant Construction Permit Specialist.....	\$60.00

Code Enforcement.

Principal Project Manager	\$150.00
Code Enforcement Supervisor	\$90.00
Sr. Code Enforcement Officer	\$70.00
Code Enforcement Officer	\$65.00
Assistant Code Enforcement Officer	\$55.00

Administration.

Admin Supervisor II	\$80.00
Admin Supervisor I	\$65.00
Admin Assistant I & II	\$55.00
Word Processor.....	\$50.00
Information Specialist.....	\$45.00

Additional billing classifications may be added during the year as new positions are created. The above schedule is for straight time. Upon prior written approval from the Town, overtime will be charged at 1.50 times the standard hourly rates including Saturdays, while Sundays and holidays will be charged at 1.70 times the standard hourly rates. Mileage and staff time spent traveling to or from the Town are not reimbursable or chargeable. Mileage to other locations measured from Town Hall is reimbursable at the IRS legal rate (currently \$0.50 per mile). Subconsultants approved by the Town in writing will be charged with 10% markup of their current rate schedule.

EXHIBIT B-2

Authorization of Services

The Town of Tusayan has previously entered into a Master Agreement for engineering services on the above referenced project with Willdan. The Town now desires additional services to be rendered. It is hereby agreed that the following services are authorized and approved.

SCOPE OF SERVICES: _____

SCHEDULE: _____

COST OF SERVICES: Unless provided herein, it is agreed that the cost of services will be as provided in Attachment 1 to this authorization. The agreed upon services are estimated to cost: \$ _____

PROJECT MANAGER: will be the Engineer's Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the Master Agreement.

MASTER AGREEMENT: The Master Agreement between the parties is incorporated and amended herein as if fully set forth.

DATED this ____ day of December, 2010.

TOWN:
Town of Tusayan, an Arizona Municipality

CONSULTANT:
Willdan, Inc., a California corporation

Cynthia Seelhammer, Town Manager

By: _____
Grant Anderson, P.E., V.P.,
Sr. Principal Project Manager

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

EXHIBIT C

Key Personnel

All Consultant administrative duties will be provided by the Principal Project Manager for Municipal Services, Grant I. Anderson, P.E., by Project Manager; James S. Paustian, P.E., R.L.S., or by City Engineer; David P. Gue, P.E.; and Building Safety Principal Project Manager; Roger A. Brooks, C.B.O., however, support staff may be used to provide clerical, graphics or report production as needed.

Other services may be provided by such personnel as Consultant determines necessary and appropriate to fully carry out the duties and responsibilities identified in this contract.

TOWN OF TUSAYAN

Citizen Committee Application Form

DATE 12/15/10

Town Board or Committee
in which interested _____ Housing Committee _____

Name: Joseph Fortenberry Phone (Home) (928)522-4811

Phone (Work) _____ N/A _____ Phone (Cell) (928)522-4811

Address: P.O. Box 3243, Tusayan, AZ 86023 (19 Buck Ln)

Email Address: coachjoe2012@msn.com

Occupation/Employer: Visitor Services Supervisor- Western Discovery Museum

- 1. Please explain why you would like to serve on the board or committee:** (If additional space is needed, please use the back of this form) I am interested in serving on this board, to plot the future for affordable, low-cost housing for this town. I believe that good, affordable housing is essential to any long-term resident.
- 2. What skills, specific experiences, training or interests which you have that you feel would be useful in the work of this Board or Committee:** I have great knowledge of the area, and the needs of this community. I do not have specific experience in the housing market, but am aware of the laws and certain programs that could be useful in the future development of this town's housing needs. I feel that I can understand various options, and make a proper decision on anything brought to me concerning housing.
- 3. How much time would you be willing to commit to the work of the committee, including meetings?** As many hours as needed, to accomplish the goals set forth by the town/council.

Signature *J. O. Fortenberry*

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

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

TOWN OF TUSAYAN STAFF REPORT

SD

Date: December 13, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Lease with the airport for a town hall location

ISSUE: Should the Town of Tusayan approve a lease with the Grand Canyon Airport for a location for a modular to serve as Town Hall?

BACKGROUND: The Town of Tusayan Council has been investigating the purchase of a modular for use as a new Town Hall and needs a location for siting the modular. Council directed the Town Manager to investigate options and work with the airport director on a possible lease.

DISCUSSION AND ANALYSIS: A lease is available at the airport for a site next to the Airport Administration building for \$400 a month.

FISCAL IMPACT: The Town does have general funds available for this expense.

RECOMMENDATION: That the Town Council approve the lease with the Grand Canyon Airport for a site to locate the Town Hall.

**Grand Canyon National Park Airport
Administrative Services Division
Arizona Department of Transportation**

**RENTAL AGREEMENT FOR AIRPORT PROPERTY
TO PLACE GOVERNMENT BUILDING**

The State of Arizona by and thru the Arizona Department of Transportation, herein referred to as LESSOR, does hereby authorize the Town of Tusayan, Arizona hereinafter referred to as LESSEE, to occupy 6875 square feet of airport property "Property" located in the Airport Administration Area, GRAND CANYON NATIONAL PARK AIRPORT in the town of Tusayan. Said property is more particularly described as GRAND CANYON NATIONAL PARK AIRPORT, AIRPORT ADMINISTRATION AREA TOWN HALL LOCATION, as shown on attached Exhibit A.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1) Term of the Agreement

That the term of this Agreement will be for a period of one (1) month, commencing 2011 and each successive month thereafter. Either party may terminate this lease by sending written notice of such action at least six (6) months prior to the intended effective date of cancellation. It is understood by both parties that if the property is needed for airport use this lease will be terminated with six (6) months notice.

2) Rental Rate

That the rental rate is established at \$400.00 per month, payable by check or money order made payable to Grand Canyon National Park Airport. The rent will be adjusted annually at a rate equal to the CPI increases for the previous 12 months to a maximum of 3%. Additional increases may be mutually agreed upon due to overall improvements to the airport administration area. The rent will become due and payable commencing _____ and be due on the Fifth day of each month thereafter.

3) Cancellation Clause

That this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38.511.

4) Use of Subject Property

That the Property is for the sole use of Lessee, and shall only be used for the purpose of placing a modular building and associated vehicle parking area to serve as the Town Hall for the Town of Tusayan. Lessee shall make no alterations, addition or improvement or demolition without first obtaining written permission from the Lessor. Lessee also agrees to use the Property without creating or causing to be created, nuisances or hazards to the public health or safety and also not to use or permit any use of the Property for any illegal or immoral purposes and to comply with all State laws or local ordinances concerning said property and the use thereof. Lessee agrees that use of subject property shall be conducted in such manner so as to insure the quiet enjoyment of the neighboring properties. Lessee understands and agrees that the parking or storage of any type of vehicle or trailer on any unpaved area shall be permitted only with the written consent of Lessor, and that no vehicle or trailer shall be driven on or over any landscaped or grass area without permission of Lessor.

5) Improvements to Subject Property

If Lessee desires to construct improvements on the subject Property Lessee shall first submit a request in writing to Lessor. Lessee shall have written permission from Lessor prior to the start of any said construction. On or before termination of this Agreement, if directed by the Lessor, Lessee at Lessee's expense shall remove any and all improvements placed on the Property by Lessee. If removal of said improvements defaces the Property, Lessee at Lessee's expense, shall be responsible for replacing or repairing any damage caused by such removal prior to termination of this Agreement. Should it be the Lessee's desire to allow said improvements to remain on the Property and the Lessor does not object to said improvements remaining on the Property, the improvements shall become the sole and separate property of the Lessor at no cost to Lessor.

6) Repairs to Subject Property

That Lessor will perform repairs and maintenance necessary to permit pedestrian, vehicle and utility access to the Property. Lessee is expected to perform all repairs and maintenance on the Property as may from time to time be required, except those required as a result of airport or Lessor action.

7) Zoning and Permits Required

That Lessee shall obtain zoning clearance and/or building permits from all governmental agencies having jurisdiction over the Property prior to the start of activities as detailed in the paragraph entitled IMPROVEMENT TO SUBJECT PROPERTY. **Copies of the documents shall be provided to Lessor by Lessee.** Lessee further agrees that said zoning clearance and/or building permits shall be obtained at no cost to Lessor.

8) Maintenance of Subject Property

That Lessee will keep the Property in a neat, clean and orderly condition at all times during occupancy, including the watering, weeding and trimming of shrubs, trees, lawns, planters, and other landscaped areas and not permit debris to accumulate at any time, not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

9) Mechanics Liens

That Lessee shall keep the Property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall, to the extent permitted by law, indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

10) Untenantable Property Due to Damage

That in the event the Property is partially damaged or totally destroyed by flood, accident or acts of God, the Lessor shall have the option to terminate this Agreement by delivering written Notice of Immediate Termination to Lessee.

11) Right of Entry by Lessor

The Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies to be made from time to time, thereby Lessor specifically reserves a right of entry to the Property at any and all reasonable times for such purposes as shall be required by Lessor.

12) Inspections by Lessor

That Lessor reserves the right to inspect the Property periodically to determine the general condition and upkeep of the Property. Lessor will give Lessee not less than two-days notice of such inspection. Lessee will not unreasonably withhold permission for such inspection

13) Liability of Lessor

That this Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to the Property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence or intentional actions of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, board commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, or invitees, willful or negligent act during occupancy of the Property.

14) Utilities

That the Lessee is responsible for connecting all utilities to the Property and that the following utilities are to be in the name of and paid by Lessee: WATER AT \$10.00 Per Month paid to the Lessor and that all other utilities required by Lessee shall be in the name of and paid by Lessee.

15) Prior Lease and Agreements

That in the event there is any prior or existing lease or rental Agreement covering the Property, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

16) Relocation Provisions

That notwithstanding anything to the contrary, this Agreement is not subject to the provisions of A.R.S. §28*-1841, et seq. and rules promulgated there under and 42 U.S.C. 4601-4639 and regulations promulgated there under both as now existing or as may hereafter be amended during the term of this Agreement. This clause shall not extend any right to Lessee or impose any liability or duty upon Lessor provided for the herein referenced statutes and regulations.

17) Sale of Subject Property by Lessor

That Lessee agrees in the event Lessor desires to sell the Property, Lessee will make no claim to prevent such sale. Said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

18) Transfer of Ownership by Lessor

That any transfer of ownership of, or rights in, the subject property by the Lessor to any other governmental agency shall be subject to this Agreement.

19) Assignment of Agreement of Lessee

That Lessee shall not assign its interest herein, and shall not sublease the aforesaid premises or permit same to be used by unauthorized person or firm.

20) Nondiscrimination Regulations

That Lessee for him/herself, his/her personal representatives, successors in interest and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishings of services thereon, no person on the grounds of race, color, creed, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. (3) Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A, Office of the Secretary, Part 21, Nondiscrimination conveyances, Lessor shall have

the right to terminate this Agreement and to re-enter and repossess said land and dwelling thereon, and hold the same as if said Agreement had never been made or issued.

21) Default by Lessee

That should Lessee default on any term or condition of this Agreement, specifically failure to submit the monthly rental payment as specified, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee due to excessive damage to the Property or illegal activity being conducted, the Agreement shall terminate in three (3) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor lessee will pay the prevailing party, courts costs and attorney's fees in a reasonable sum in any legal action relating to the lease.

22) Return of Subject Property to Lessor

That upon vacating, Lessee agrees to leave the Property in as good a condition or better than existed on the 1st day of occupancy, allowing for ordinary and normal usage during occupancy, and to reimburse Lessor for any damage done to Property caused by Lessee's occupation or tenancy, other than due to normal use. Nothing herein shall be deemed a waiver of any rights to Lessor to demand and obtain possession of the Premises in accordance with the law in the event of a violation on part of Lessee of any of the terms and conditions hereof.

23) Addenda

That any addenda to this Agreement agreed to in writing by the parties are by this reference made a part hereof as though fully set forth herein.

24) Addresses of Lessor and Lessee

That any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered to the other party or forwarded by registered mail, postage paid, addressed as follows:

To Lessor at:

**Grand Canyon National Park Airport
Airport Manager's Office
Grand Canyon, AZ 86023**

(928) 638-2446

To Lessee at:

(928) _____

Signature (Lessee)

Signature (Lessor-Airport Manager)

Date _____

Date _____

Draft

Town of Tusayan, AZ (December 8, 2010)

Position Title: Part-Time Bookkeeper-Treasurer

BRIEF DESCRIPTION:

The purpose of this part-time, contract position is to perform work of routine difficulty maintaining financial records and reports. Perform intermediate accounting, financial, and budget work for various municipal accounting functions and budget compliance tasks. This includes responsibilities for payroll, general ledger, cash investments, budget, audit, fixed assets, grants and other special assignments.

ESSENTIAL FUNCTIONS:

Primary responsibility for managing the Town's accounting, including the responsibility to ensure that all payments have been approved by Council and comply with budget allocation. Assist with budget maintenance and compliance, audits, CAFR, and annual reporting requirements ensuring compliance with applicable laws, regulations and recommended budget practices. Prepare and distribute payroll and benefit payments. Maintain the general ledger, accounts payable, and accounts receivable. Monitor accounts, perform account reconciliations, and provide analysis.

FORMAL EDUCATION:

The work requires broad knowledge in a general professional or technical field such as that acquired through an Associate's Degree in Accounting or five years of equivalent experience in accounting. Requires knowledge of principles, practices, methods of municipal finance, accounting and budget, accounting theory, principles, objectives and procedures. Knowledge of federal, state and local laws, codes and regulations applicable to governmental accounting and budget. Knowledge of Generally Accepted Accounting Principles (GAAP) and of bookkeeping, payroll, fiscal terms and cost accounting.

EXPERIENCE:

One year of experience as a Town Treasurer, or five years of experience in bookkeeping or accounting, or other financial record keeping position

SUPERVISION: The employee in this position does not supervise others. The person in this position is supervised by the Town Manager, but the employee must communicate regularly with the Town Council, Town Attorney, other Town Clerks, and the staff of the League of Arizona Cities and Towns.

TECHNICAL SKILLS: The work requires advanced skills in keyboarding, and using computer and related software applications for computer based financial activities sufficient to complete the essential duties listed above. Skills in accounting, budget preparation, auditing, contract administration, or closely related fiscal activities.

CERTIFICATIONS AND OTHER REQUIREMENTS: Valid driver's license

D Cojt

Town of Tusayan, AZ (December 8, 2010)

Position Title: Part-Time Town Clerk

BRIEF DESCRIPTION:

The purpose of this part-time, contract position is to serve as official clerk to elected officials and maintain records for the town. This is accomplished by ensuring all services and programs are in legal compliance, creating and posting agendas, attending Council and Planning and Zoning Commission Meetings to take minutes, writing the minutes and ensuring their approval, and overseeing the records keeping for the Town. Other duties include participating on committees, representing the town, and coordinating with city attorneys on legal matters.

ESSENTIAL FUNCTIONS:

Planning and prioritizing tasks, ensuring policy and procedure compliance, ensuring legal compliance, manage record retention, ensure historic documents are preserved, support council and management activities by preparing and posting agendas for all meetings, recording documents, attending meetings, taking notes and preparing minutes, responding to requests and inquiries, and working cooperatively with elected officials, staff and the public.

FORMAL EDUCATION:

The work requires broad knowledge in a general professional or technical field such as that acquired through two years of college or equivalent experience.

EXPERIENCE:

One year of experience as a Town Clerk, or five years of experience in secretarial or other administrative and record keeping position.

SUPERVISION: The employee in this position does not supervise others. The person in this position is supervised by the Town Manager, but the employee must communicate regularly with the Town Council, Town Attorney, other Town Clerks, and the staff of the League of Arizona Cities and Towns.

TECHNICAL SKILLS: The work requires advanced skills in reading and writing, and the ability to read and understand legal documents. In addition, the work requires substantial skills at word processing, filing, document reproduction, office organization, and use of the internet.

CERTIFICATIONS AND OTHER REQUIREMENTS: Valid driver's license

No housing

TOWN OF TUSAYAN STAFF REPORT

86

Date: December 9, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Position Description and Ad for Part-time/Contract Town Clerk

ISSUE: Should the Town of Tusayan advertise and recruit a paid Town Clerk?

BACKGROUND: The Town of Tusayan has functioned with a volunteer Town Clerk for the first eight months of its existence. The Clerk's functions are essential to the operation of a town since the clerk must certify and attest that agendas are posted and minutes approved, as required by law.

The Town's business has begun to outgrow the time that a volunteer clerk can manage the duties. In order to ensure that the Clerk functions are completed in a professional and timely way, it might be necessary to advertise and recruit for a part-time, contract Clerk.

DISCUSSION AND ANALYSIS: The Arizona League of Cities and Towns collects salary information from all Arizona cities and towns each year. This data shows that the average pay for a Deputy Town Clerk in a small town is \$14 per hour. Preparing and posting the agenda, attending meetings, and writing minutes for two council meetings a month is equivalent to about a half-time job, requiring 20 hours a week, on average. Tusayan's remote location and limited population makes it more difficult to recruit and hire a clerk.

The Council could approve creation of a half-time position for a Town Clerk, or could advertise for a contract Clerk.

FISCAL IMPACT: A contract Clerk could be paid hourly, or per meeting, assuming that the time needed for any one meeting covers a two-week period and includes everything from agenda prep to final minutes. $\$14 \text{ per hour} \times 20 = \280 . The Town does have funds available for payment of a Clerk.

RECOMMENDATION: If the Town Council desires recruit and hire a part-time contract Town Clerk, direct the Town Manager to advertise and collect applications as a first step to hiring a Clerk.

advertise
no housing
provided

evaluate fee per
meeting

$\$15.00$

TOWN OF TUSAYAN STAFF REPORT

84

Date: December 9, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Position Description and Ad for Part-time/Contract Bookkeeper/Treasurer

ISSUE: Should the Town of Tusayan advertise and recruit a paid Town Bookkeeper/Treasurer?

BACKGROUND: The Town of Tusayan has functioned with a volunteer Town Treasurer for the first nine months of its existence. The Treasurer's functions are essential to the operation of a town since they keep the financial records and file necessary reports, as required by law.

The Town's business has begun to outgrow the time that a volunteer treasurer can manage. In order to ensure that the financial functions are completed in a professional and timely way, it might be necessary to advertise and recruit for a part-time, contract Bookkeeper/Treasurer.

DISCUSSION AND ANALYSIS: The Arizona League of Cities and Towns collects salary information each year. This data shows that the average pay for a Town Treasurer in a small town is \$18 per hour. Tusayan's remote location and limited population makes it more difficult to recruit and hire this service.

The tasks that must be completed include reconciling books to produce a financial statement at least once a month, or in time for each Council meeting; payment of bills, tracking of revenue, and filing of all required paperwork and reports.

FISCAL IMPACT: The Town does have the funds to pay for a part-time employee or for accounting services.

RECOMMENDATION: If the Town Council desires recruit and hire a part-time contract Bookkeeper/Treasurer, direct the Town Manager to advertise and collect applications for bookkeeping services as a first step to hiring a contract Bookkeeper/Treasurer.

* Bonding
* CPA?



TOWN OF TUSAYAN STAFF REPORT

81

Date: December 8, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Town logo contest

ISSUE: Should the Town of Tusayan sponsor a logo contest for the Town Logo?

BACKGROUND: Cities and Towns create logos to visually represent their municipality. The logo is used on signage, letterhead, newsletters, website, business cards, t-shirts, uniform patches and promotional materials.

Some cities hire graphic designers to create a logo and the cost for this ranges from \$1,500 to tens of thousands of dollars, depending on the research, citizen participation, and number of variations required. Other communities hold a contest in hopes of attracting media attention and finding a usable logo.

DISCUSSION AND ANALYSIS: Hiring a professional is a simpler, faster method of selecting a logo. A contest takes more time but can generate a large amount of public interest. This is especially true if a substantial prize is offered and the contest is advertised widely.

Possible negative consequences of a logo contest include not attracting very many entries, or not liking the entries. However, contest rules can be written to allow the Town to cancel the contest if the submissions are found to not be what is wanted.

If there is a contest, the Council will need to choose a method of selecting a winner. Sometimes a panel of community members and artists is asked to choose a final three and a choice is made from there. Some communities have the Council make the final choice, others ask residents to vote on their favorite before choosing a winner.

FISCAL IMPACT: The Town will pay for either a designer or for prize money for this contest. There will be staff time needed to design, promote and operate any contest, or to select and work with a designer. The Town does have adequate funds to pay for this.

RECOMMENDATION: If the Town Council desires to hold a contest to promote the Town and select a new logo, it is recommended that the Town Council direct the Town Manager to create and promote a Town Logo Contest and offer a first prize of \$1,000.

Or

The Town Council directs the Town Manager to review the qualifications of several graphic designers and negotiate a contract for the production of a Town logo, costs not to exceed \$2,000.

offer mfg to local area Vall & Goodenough

TOWN OF TUSAYAN, AZ LOGO CONTEST OFFICIAL CONTEST RULES AND GUIDELINES

1. Description of the Contest: The Town of Tusayan Logo Contest encourages designers to create a logo to represent Arizona's newest Town.

2. Binding Agreement: In order to enter the Contest, you must agree to these Official Rules ("Rules"). If you are a minor, you must obtain the prior permission of your parent and/or legal guardian and your parent and/or legal guardian must also agree to these Rules on their and your own behalf before you can enter this Contest. Because you will be bound by these Rules and these Rules will form a legally binding agreement with respect to this Contest, please read them carefully. You may not submit an entry to the Contest and you will not be eligible for the prizes described in these Rules unless you agree to these Rules. You agree that registration for this Contest and/or a submission of an entry in the Contest constitutes your agreement to these Rules. By submission of a design, if said design is selected, you are expressly granting the Town of Tusayan, AZ a full and complete assignment of the intellectual property rights you have in the submitted design or image including copyright, trademark and/or patent interests.

3. Eligibility: Internet access is required to register for the Contest. Minors must obtain parents' or legal guardians' prior permission before entering, and their parents and/or legal guardians must have consented to be bound, on their children's and on their own behalf, to these Rules.

4. Contest Period: The Contest ends at 11:59:59 P.M. Mountain Standard Time (EST) on xxxxxxxxxxxxxxxxxxxx.

5. How To Enter: Submissions must be complete (as determined by the Town of Tusayan), be in English, and must be received by the Town of Tusayan no later than 11:59:59 P.M. Mountain Standard Time (EST) on xxxxxxxxxxxx to be considered eligible entries. Design Submission must include full name, mailing address, telephone number and email address. Multiple designs from any one source will be accepted, but send each design in separate email. Submit designs to XXXXXXXXXXX and be sure to write LOGO CONTEST in subject line. The Town of Tusayan accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused.

6. Design Requirements: Submissions must include elements connected to the Town's location, history and/or environment. The logo must have sharp contrast for printing in either black and white or color, and be clearly visible if reduced for use on letterhead or a patch. It must convey a positive impression of the Town. Design submission should be accompanied by a short written description of design concept, including why you chose to submit the entry, what each part of the artwork means (especially if symbolism is used), and how the artwork represents the Town of Tusayan.

7. Design Submission: Artwork can be computer or non-computer generated, but must be a resolution of 600 dpi at a size of 8.5" x 11". Formats accepted: EPS, JPG, TIF, PSD, PDF. Compressed files should be submitted by ZIP. Design Submission must include full name, mailing address, telephone number, email address, and a short written description of design concept. Submit designs to XXXXXXXXXXX and be sure to write LOGO CONTEST in subject line.

8. Original Artwork: Entrants certify that their entry is original and that they are the sole and exclusive owner and rights holder of the submitted entry (or if they are not sole and exclusive owner and rights holder of the submitted entry, that they have obtained the necessary permission to include the entry in the Contest, and that they have the right to submit the entry in the Contest.) Each entrant agrees not to participate in the Contest in any manner that might (1) infringe any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violate applicable law in any countries in the world.

Design submission has have been used previously in public. Entrant certifies that the design submission has not been used previously in public, was not created as a work for hire, and has not been licensed to any other entity.

9. Judging and Selection of Winners: All entries will be judged by the Town of Tusayan. Decisions of the Town are final and binding. The Contest winner will be contacted via email or phone by xxxxxxxxxxxxxxxxxxxx. The Town of Tusayan reserves the right to cancel the contest.

10. Winning Design: The winning design will become the official Town of Tusayan logo and will be used for Town signage, stationary, business cards, and in various promotional materials, potentially including but not limited to: website, brochures, banners, signs, posters, tee-shirts and advertisements. The Contest Winner will receive XXXXXXXXXXXXXXXXXXXX. By participating in this Contest, you agree and hereby grant the Town of Tusayan permission to use, copy, modify and make available your submissions to the public (with or without attribution to you) for any purpose, such as, but not limited to, press and media communications, without further compensation to you. The winning submission will become the property of the Town of Tusayan, but you will be able to use your entry for educational purposes and portfolio submissions.

TOWN OF TUSAYAN STAFF REPORT

8J

Date: December 13, 2010

To: Tusayan Town Council

From: Interim Town Manager Cynthia Seelhammer

Subject: Options for new street lights

ISSUE: How should the Town of Tusayan purchase the new street lights?

BACKGROUND: In connection with the landscape improvements that ADOT will be making along the state highway, the Town Council has been investigating methods to install new, energy efficient streetlights. APS has provided options as to how 32 poles and 64 luminaires could be acquired.

DISCUSSION AND ANALYSIS: APS provided three scenarios for the Town to consider.

1. The first is that APS purchase the new lighting and recoup the costs as part of the rates they charge the Town over about 60 months. The Town would pay APS for electricity, maintenance, and the capital and financing costs. Estimated cost is \$1,500 per month.
2. The second scenario has the Town acquiring the lights for APS, bearing the capital cost upfront, and paying APS for the electricity and maintenance of the lights. Estimated cost is \$500 per month.
3. The third scenario would be that the Town pay APS only for electrical use and find a third party to purchase and maintain the lights. Cost is not known.

FISCAL IMPACT: The Town of Tusayan can use HURF money, funds from a street lighting district, or general funds to pay these costs. It will be necessary for the Town to set up a street lighting district to replace the County district, and accept the funds that the County has collected for this purpose.

When comparing the options above, there is a higher cost to have APS purchase the poles and the Town repay those capital costs over time. However, the alternative would require that the Town create a procurement process and collect bids for the light poles, and undertake the administrative tasks associated with the procurement. The Town lacks the staffing to do this work and the time delay might have an effect on the project. In addition, APS is a major purchaser of street lights and has arranged advantageous contracts and pricing that the Town cannot duplicate.

RECOMMENDATION: That the Town Council approve the purchase of 32 street lights and 64 luminaires using the first option. and direct the Town Manager to work with APS to complete this purchase in time to coordinate the installation with the ADOT improvements. In addition, direct the Town Manager to work with the Town Attorney on the creation of a Town street lighting district to replace that of the County.

APS

10/27/10

Tusayan Street Lighting Options

32 poles with 64 Luminaires

6 Luminaires already donated by GE

3 poles on the north end, will need replaced for accessories

APS works with 2 st. lite manufacturers Syntec and Southwest Luminare.

Southwest provided the quote –

Tusayan only quote, similar to APS

Luminaires are a pass thru from a distributor.

HD supply could provide a Luminare quote through an industrial side distributor

APS and Southwest work with the Utility Rep, which breakdown the costs

Industrial Distributor will quote luminare and pole together.

E-58 \$1500 per month

Investment by Company

32) 38' arch poles = 545.60

58) 7400 LED Arch = 997.60

6) 7400 LED Arch (Donated/IBO) = 39.90

Total = 1,583.10

\$-taxes and fees

E-58 IBO \$500 per month

If the town were to purchase the light equipment they could take the depreciation on those assets (after first consulting with their tax attorney) as APS typically does not show a valuation on our books for IBO assets?

For example if APS builds (and retains ownership of) a \$100 asset for another utility and that utility gave us \$25 to build it. APS would capitalize and depreciate a \$75 asset. The other utility would record an intangible asset of \$25 and amortize (which is similar to depreciation) that over an estimated life.

1. Who would actually own the poles and fixtures if the Town were to purchase the equipment but then turn it over to APS? Typically in an IBO ("investment by other" scenario) APS would own the equipment upon inspection/energization and be responsible owners from then on. The E-58 tariff includes the future maintenance/replacement etc. for the pole/fixture, etc.

These are one-of-a kind type poles, we can keep a few on hand, or build per spec on demand when needed. There will be a 4-6 week turn-around time.

Tusayan Streetlight Cost Estimate

E-58

Acct # 962512281

Investment by Other

32) 38' arch poles = 94.72

58) 7400 LED Arch = 385.70

6) 7400 LED Arch (Donated/IBO) = 39.90

Total = 520.32

\$-taxes and fees

E-59 \$ Only Charged for usage on 64 Luminaires per month

a ball park figure would be around \$250k". But, we would need to take a more comprehensive look at the whole project before we could accurately say

that number could change significantly once scrutinized fully

Contracts –

Energy usage

Parts and pole replacement



Southwest Fabrication, LLC

PROJECT QUOTE

Date: October 26, 2010

Kevin Hartigan
APS
Via E-mail to Kevin.Hartigan@aps.com

Quote #: 2516
(Valid for 30 Days)

Re: Tusayan lighting ADOT Project

Description	U of M	Qty	Unit Cost	Total Cost
Fabricate and powder coat 5" x .188" x 38' square direct bury pole with same specifications as APN 33701419 except modified to include 3/4" banner holders, GFI receptacle with photo control and removable flag bracket. Fabricate and powder coat 6" architectural mast arm with same specifications as APN 88370 except modified to include double 6" arms at 180 degrees.	Each	32	\$765.00	\$24,480.00
Furnish two GE Evolve LED series area lights one with right light distribution (APN 116525) and one with left light distribution (APN 116526) including photo controls.	Set of 2	32	\$2,090.00	\$66,880.00
				\$0.00
Subtotal:				\$91,360.00
Delivery to Tusayan, AZ:				\$600.00
Total:				\$91,960.00
Payment Terms:		1% 10 Days, Net 30 Days		

Notes:

For weld on flag holder instead of removable bracket deduct \$15.00/pole.

Your signature on a copy of this proposal returned to us shall indicate your acceptance of this document and shall become a contract between us and shall be binding on both parties.

Sales Tax, Permits, Bonds, Engineering and Fees are NOT included in the proposal amount above.

Accepted By:
APS

Company

Signature

Date

Proposed By:
Southwest Fabrication, LLC

Company

Signature

October 26, 2010

Date

APS RATE SCHEDULE E-59

CLASSIFIED SERVICE

ARIZONA PUBLIC SERVICE COMPANY A.C.C. No. 5748

Phoenix, Arizona Canceling A.C.C. No. 5672

Filed by: David J. Rumolo Rate Schedule E-59

GOVERNMENT OWNED STREET LIGHTING SYSTEMS

AVAILABILITY

This rate schedule is available in those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the customer has installed or purchased a multiple or series street lighting system and the Company has distribution facilities of adequate capacity for the service to be rendered.

APPLICATION

This rate schedule is applicable to Standard Offer electric service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of the customer's facilities where such service for the whole area is contracted for from the Company pursuant to the terms set forth herein by the city, town, other governmental entities, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

The customer will own, operate, and maintain the street lighting system including lamps and glass replacements but excluding distribution facilities installed by the Company to serve the lighting system.

RATES

The bill shall be computed at the following rates plus any adjustments incorporated in this schedule:

Service Charge: \$2.79 per installed lamp

Energy Charge: \$ 0.06088 per kWh

ADJUSTMENTS

1. The bill is subject the Renewable Energy Standard as set forth in the Company's Adjustment Schedule RES pursuant to Arizona Corporation Commission Decision No. 70313.
2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744, Arizona Corporation Commission Decision No. 69663, and Arizona Corporation Commission Decision No 71448.
3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.
4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. 69663.

5. The bill is subject to the Competition Rules Compliance Charge as set forth in the Company's Adjustment Schedule CRCC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

6. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

Title: Manager, Regulation and Pricing Revision No. 9

Original Effective Date: November 18, 1997 Effective: January 1, 2010

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RATE SCHEDULE E-59

CLASSIFIED SERVICE

ARIZONA PUBLIC SERVICE COMPANY A.C.C. No. 5748

Phoenix, Arizona Canceling A.C.C. No. 5672

Filed by: David J. Rumolo Rate Schedule E-59

GOVERNMENT OWNED STREET LIGHTING SYSTEMS

ADJUSTMENTS (cont)

7. The bill is subject to the Demand Side Management Adjustment charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No.67744 and Arizona Corporation Commission Decision No. 71448.

8. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Billed energy is based upon the summation of the contracted energy rating of installed facilities specified in the streetlighting contract.

2. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

3. Presently installed units which do not conform to the types specified in Rate Schedule E-58 will be billed in accordance with the type which is most nearly like such units.

EXTENSION OF COMPANY DISTRIBUTION SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in Section 6.1.2 of the Company's Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the customer's request, the Company will provide such earthwork for a contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and

above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

CONTRACT PERIOD

The contract period for service under this rate schedule shall be a fixed period of not less than 1 year and not more than 20 years, as agreed to by the customer and as specified in the streetlighting contract.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.

Title: Manager, Regulation and Pricing Revision No. 9

Original Effective Date: November 18, 1997 Effective: January 1, 2010

Page 2 of 2

**APS RATE SCHEDULE E-58 CLASSIFIED SERVICE ARIZONA PUBLIC SERVICE COMPANY A.C.C. No. 5747 Phoenix, Arizona
Canceling A.C.C. No. 5689 Filed by: David J. Rumolo Rate Schedule E-58 STREET LIGHTING SERVICE**

AVAILABILITY

This rate schedule is available in those portions of cities, towns and unincorporated communities in which Company does a general retail electric business and where Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

APPLICATION

This rate schedule is applicable to service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities where such service for the entire area is contracted for from the Company by the city, town, other governmental agencies, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

RATES

The bill shall be computed at the following rates for each type of standard facility and/or service utilized to provide street lighting, plus any adjustments incorporated in this schedule:

I. FIXTURES (Includes Mounting Arm, if Applicable) RATES				
Lumen	Watts	kWh	Investment by Company	In' by Ot

9B

Please Conserve Water



Hydro Resources Inc.
P.O. Box 3246
Grand Canyon, AZ 86023

December 12, 2010

Dear Tusayan Town Council;

During the process of determining the value of incorporation one of the matters discussed was the enhanced ability and political advantages of the town controlling the community water system. Should the town eventually determine that ownership and control of this utility, critical to the sustainability of the business activities that financially supports the local government, is in the best interest of the residents the ownership of Hydro Resources is open to discuss the options of the transfer of assets and ownership to the Town of Tusayan.

Currently the Tusayan Water Development Association (TWDA) holds the Certificate of Convenience and Necessity (CC&N) that allows it to sell potable water to the Tusayan community. Two private wholesalers, Hydro Resources and Anasazi Water Company wholesale water to TWDA. The Arizona Corporation Commission (ACC) is currently reviewing the CC&N it issued to TWDA along with scrutiny of both private Tusayan water companies.

What the final decision of the ACC will be is open to speculation, however with municipal ownership of the water system the state would not be the controlling entity, the cost of water would become a non-profit operation, fire safety infrastructure enhanced, bonding, WIFA funding and grants for system improvements available. Water rates would be set by the town council. This would mean added security and economy for the businesses and residents of a guaranteed continued adequate supply of potable water under the control of the town government.

We suggest that the Tusayan Town Council take the question of municipal ownership of the water system under advisement with the knowledge that Hydro Resources is ready, willing and able to enter into discussions should there be reasonable interest.

Thank you,

Barry J. Baker

Vice-President, Hydro Resources, Inc.