



**CITY OF WILLIAMS  
HISTORIC PRESERVATION COMMISSION**

**WORK SESSION MEETING  
MARCH 08, 2022  
AFTER REGULAR MEETING**

**COUNCIL CHAMBERS  
113 S. FIRST STREET  
WILLIAMS, ARIZONA**

**AGENDA**

PURSUANT TO A.R.S. #38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE HISTORIC PRESERVATION COMMISSION AND THE GENERAL PUBLIC THAT THE COMMISSION WILL HOLD A REGULAR MEETING OPEN TO THE PUBLIC **TUESDAY, MARCH 08, 2022, AFTER 10:00 A.M. REGULAR MEETING** IN THE COUNCIL CHAMBERS, 113 S. FIRST STREET, WILLIAMS, ARIZONA. THE COMMISSION WILL DISCUSS AND MAY TAKE ACTION ON THE FOLLOWING MATTERS:

**PROCEDURES**

A. *Call to Order*

B. *Pledge of Allegiance*

C. *Roll Call*

\_\_\_\_\_ *Yvette Hudson*

\_\_\_\_\_ *Norma McDowell*

\_\_\_\_\_ *Margaret Hangan*

\_\_\_\_\_ *Mike Besler*

\_\_\_\_\_ *Andrea Dunn*

\_\_\_\_\_ *John Holst*

E. *Adopt the Agenda*

**II. AGENDA ITEMS**

A. *Commissioners to discuss the Contract for Tom Brownold Photography. Prepare information needed to move forward with Photos.*

**III. ITEMS**

A. *Commissioner*

B. *Staff Report*

**IV. ADJOURN**

*Certification of Posting*

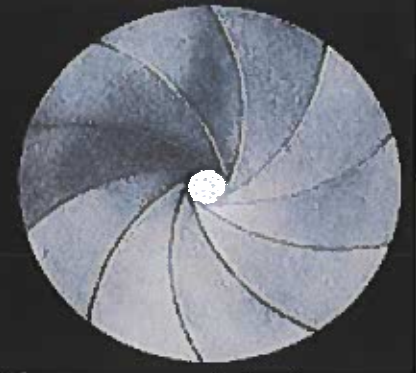
The undersigned hereby certifies that a copy of this notice was duly posted at Williams City Hall interior board and exterior board in accordance with the statement filed by the City Council with the City Clerk.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_  
*Sue Bennett, Deputy City Clerk*



# Tom Brownold Photography

801 W. Summit Ave.  
Flagstaff, Arizona, 86001  
928-779-1583



Invoice

Sue Bennett  
City of Williams  
113 South 1st. St  
Williams Arizona 86046

No: 8252047  
Date: 23 February, 2022

928-25-5472

## Job Description

### Digital Still Photography capture;

3 to 5 HDR captured store front TIFF photos of 60 buildings within the designated historic district using the already established National Register (NR) system. The still images will be organized in individual folders per building. Within each folder there will be a summarized description of the photo(s), street address and image description using camera meta data, a description of equipment and techniques used.

### DRONE CAPTURE;

Over flights of the entire Historical District to provide an overview of the buildings there in. There will be a single image grabbed from the accumulated footage of each building that has been designated with a NR number. The format for those still images will also be TIFF files. The frame grab images will have the appropriate meta data similar to the still image descriptions. The video(s) will have a written summary of the flights describing the methods used for the video capture. The final presentation for the video will be in a variety of video formats to accommodate the variety of media for ease of presentation.

### Delivery;

The project will be delivered on 2 thumb drives and permanently stored in my files.

**FAA sUAS part 107** rules require maintaining visual line of site for the duration of ALL drone flights. I will have my designated assistant for that purpose on the Walkie-talkie to me directly.

**Flight insurance** is provided on an hourly basis to cover injury to people or property damage.

## Usage License

Subject to the terms and conditions below, **Tom Brownold Photography** the creator of the work ("Work") referenced in this document ( 8252047 ) hereby grants to **City of Williams** defined herein ("Client") an Exclusive license to unconditionally use the Work Worldwide. This license shall be valid for An Unlimited Time and shall cover publication of the Work in the following media only: Unlimited Media.

A down payment of 30% of the total estimate is required for scheduling with the remainder(s) to be paid mid project and a final payment upon delivery.

Please sign this document send back to me.

## Invoice Terms

Invoice is payable upon receipt. A late charge of 1.5% per month will apply after 30 days. License usage rights are transferred upon full payment of this invoice. Failure to make payments voids any license granted and constitutes copyright infringement. All rights not specifically granted in writing, including copyright, remain the exclusive property of Tom Brownold Photography.

## Fees

### Fees

1 Advance @ 3,563.33 ea./unit for 1 unit (This is for the first payment installment for Bid 8252047)	3,563.33
Fees total:	<b>3,563.33</b>

**Tom Brownold Photography**

Sub Total	3,563.33
Total	3,563.33
Balance Due In (USD)	<b>3,563.33</b>



23 February, 2022

- 1. Definitions and terms:** This Agreement is by and between Tom Brownold Photography (Licensor) and City of Williams (Client), its heirs, successors and representatives. Licensor is an independent contractor. "Image" refers to the visual, in any form, including as digital information, supplied by Licensor to Client. "Service" refers to the photography, related digital or other post- production services Client is commissioning Licensor to perform. "Written consent" includes email correspondence if receipt of the email correspondence is confirmed. All paragraph captions in the Agreement are for reference only.
- 2. Payment:** Client and Client's representatives are jointly and severally responsible for full payment of all fees, charges and advances as set forth in this Agreement. In order to be placed on the schedule a NON REFUNDABLE 50% down payment for the total fee is due no later than two weeks prior to the shoot date.
- 3. Rights:** Licensor is the sole creator and sole copyright owner of the image(s). Except for rights specifically licensed or transferred elsewhere in this Agreement, Licensor reserves all rights in the image(s) without limitation, and including digital or electronic publishing and use rights in any and all media now existing and yet unknown throughout the world.
- 4. Licenses:** Unless otherwise stated in this Agreement, all licenses are non-exclusive and limited to English language use in the United States of America only. The license lasts for one year from the date of Licensor's invoice. The licensed rights are not transferred until and unless a) Client accepts all terms contained in this agreement, and b) Licensor receives full payment for images and services rendered.
- 5. Release:** Licensor does not warrant that he or she has secured any underlying or third party rights in the image unless Licensor submits a separate release signed by a third party model, property owner, trademark owner or any other owner of any underlying right. If no such release is submitted, no release exists for any underlying rights in any image nor are any such rights secured.
- 6. Reshoots:** Unless otherwise specifically negotiated, Client shall pay 100 percent of Licensor's fees, charges and expenses if Client requests that an image be reshot or a service redone unless such a request is the result of an image being lost or rendered unusable prior to delivery, because of a technical error such as defective materials or damage, or equipment or processing malfunction. In the event of such technical error Licensor will reshoot the image or redo the service at no additional fee, if Client advances and pays all charges, and has paid in full all fees and charges for the original image or service.
- 7. Assignment:** Client shall not assign any of its rights or obligations under this agreement without the written consent of the Licensor. Licensor will not consent to such transfer or assignment unless the assignee or transferee agrees in writing to be bound by all terms of this Agreement.
- 8. Loss or Damage:** Client assumes all risk for loss or damage to any image, regardless of format, supplied by Licensor until Client returns the image to the possession and control of Licensor. If a duplicate image is lost, Client and Licensor agree that the reasonable value of each duplicate is \$500. If an original image is lost or damaged, regardless of cause, Client and Licensor agree that the reasonable value of each original image is \$2500. Client agrees to pay Licensor \$2500 for each lost or damaged original image and Licensor agrees to limit his or her claim to \$2500 without regard to the actual value of the image. An image will be considered an original if no high reproduction quality duplicate exists or in the case of an image or images captured digitally, if no high-resolution duplicate digital file exists.
- 9. Return of Images:** Client assumes all risk for the image(s) as defined in paragraph eight above. Unless otherwise stated on the front of this Agreement or on a related delivery memo, Client shall return the image(s) in its original form within 30 days after the first publication or use of the image, whichever occurs first. Client warrants that it will not retain any digital scans, or any digital copies of any image after the images are deemed returned, as defined in this paragraph. Client further warrants that it will not change, remove or alter the metadata from the image

# CITY of WILLIAMS

*Gateway to the Grand Canyon®*



John W. Moore  
*Mayor*

Don Dent  
*Vice Mayor*

Bernie Hiemenz  
Craig Fritsinger  
Frank W. McNelly  
Lee Payne  
Mike Cowen  
*City Council*

Tim Pettit  
*City Manager*

2/28/2022

Tom Brownold  
801 W. Summit Ave  
Flagstaff, AZ 86001

Re: Contract Agreement – Historic Preservation Photography Project

Based on conversations with the Historic Commissioners, noted below are the items agreed upon.

**Payments:** Depending on needed approvals, these could be 30 to 60 days out from invoice. He is good with this and that the bid amount is the total cost of the project. He has already started with a walk through of the district and apparently decided to start the invoice process. The contract should contain the payment schedule. I think processing the invoice should start with a signed contract.

**Scope:** The number of buildings and total photos remain the same however some of the buildings the Commission wanted documented are outside of the Historic Business District but are within the Overlay Zone that the Commission oversees. The drone flight will also cover the properties of both areas from public streets and alleys. Tom has received a copy of the map titled Williams Historic Business District and Historic Preservation Overlay Zone that was reviewed by the Commission and is good with the scope.

**Documentation:** I let Tom know that we would provide him with a spreadsheet containing the National Register number (or Overlay number), address, business name and significant details to be captured if any for each building to aid in his filing process.

Additionally, Tom wondered if the City would be notifying the owners of the businesses and properties. I felt this wasn't necessary but we agreed that the Grand Canyon Railway would probably be the exception and would need notification.

Handwritten signature of Tim Pettit.

Tim Pettit, City Manager

