

REGULAR COUNCIL MEETING
TUESDAY
AUGUST 24, 2021

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE RESUMED WITH LIMITED CAPACITY

The meetings will continue to be live streamed on the city's website
(<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings>)

*****PUBLIC COMMENT*****

WE ARE NO LONGER USING TELEPHONE COMMENTS

All verbal public comments will be given through a virtual public comment platform

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

[VIRTUAL PUBLIC COMMENT WAITING ROOM](#)

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

AGENDA

1. **CALL TO ORDER**

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. **ROLL CALL**

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI
COUNCILMEMBER SWEET

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

4. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation:** Camp Colton Week

6. **APPOINTMENTS**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body....., pursuant to A.R.S. §38-431.03(A)(1).

- A. **Consideration of Appointments:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Representative.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2021.

7. **LIQUOR LICENSE PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** Scott Michael McClelland, "Tiki Grill," 1509 S. Milton Road, Series 12, New Application.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- B. Consideration and Action on Liquor License Application:** Lauren Brooks King, "Kachina Kitchen," 1800 S. Milton Road Suite 21, Series 12, New Application.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- C. Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Museum Club," 3404 E. Route 66, Series 06, Owner Transfer.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

8. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. Ratification of City Staff's Approval of Contract:** City Council Ratification of Deputy City Manager Shannon Anderson's August 4, 2021, approval of the Second Amendment to Agreement for Video Streaming Services with Swagit Productions, LLC.

STAFF RECOMMENDED ACTION:

Ratify staff's August 4, 2021, approval of the Second Amendment to Agreement for Video Services with Swagit Productions, LLC, and an installation charge for a total amount of \$60,955 to provide streaming and closed captioning services and equipment.

9. ROUTINE ITEMS

- A. Consideration and Approval for a Digital Ad Server Contract:** Approve the service contract with See Source, LLC for a Digital Ad Server in the amount of \$160,000.00.

STAFF RECOMMENDED ACTION:

1. Approve the annual service agreement with See Source LLC and execute a \$160,000 contract.
2. Authorize the City Manager to execute the necessary documents.

10. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2021-41:** a resolution approving an Intergovernmental Agreement (IGA) between the City of Flagstaff and Coconino County for submission of a grant application and approval upon award of the U.S. Department of Justice, Fiscal Year 2021 Edward Byrne Memorial Justice Assistance (JAG) Grant.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-41 by title only
- 2) City Clerk reads Resolution No. 2021-41 by title only (if approved above)
- 3) Adopt Resolution No. 2021-41

- B. **Consideration and Adoption of Resolution No. 2021-40:** A resolution approving an amended intergovernmental agreement between Coconino County, Coconino County Juvenile Court Services Department, Coconino County Accommodation School District, and the City of Flagstaff for use of the City's Hal Jensen Recreation Center by the School District for the Juvenile Transition School.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-40 by title only
- 2) City Clerk reads Resolution No. 2021-40 by title only (if approved above)
- 3) Adopt Resolution No. 2021-40

- C. **Consideration and Adoption of Ordinance No. 2021-19:** An ordinance amending Chapter 5 of the City Code pertaining to the establishment of fees for fire department services outside the City Limits.

STAFF RECOMMENDED ACTION:

At the August 24, 2021 Council Meeting:

- 1) Read Ordinance No. 2021-19 by title only for the first time
- 2) City Clerk reads Ordinance No. 2021-19 by title only (if approved above)

At the September 7, 2021 Council Meeting:

- 3) Read Ordinance No. 2021-19 by title only for the final time
- 4) City Clerk reads Ordinance No. 2021-19 by title only (if approved above)
- 5) Adopt Ordinance No. 2021-19

- D. **Consideration and Adoption of Ordinance No. 2021-20:** An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Parks, Recreation and Open Space Division in City Code.

STAFF RECOMMENDED ACTION:

At the August 24, 2021 Council Meeting:

- 1) Read Ordinance No. 2021-20 by title only for the first time
- 2) City Clerk reads Ordinance No. 2021-20 by title only (if approved above)

At the September 7, 2021 Council Meeting:

- 3) Read Ordinance No. 2021-20 by title only for the final time
- 4) City Clerk reads Ordinance No. 2021-20 by title only (if approved above)
- 5) Adopt Ordinance No. 2021-20

- E. **Consideration and Possible Action:** Revisions to City Council Rules of Procedure and Un-Suspension of the Rules

STAFF RECOMMENDED ACTION:

1. Revise meeting times in Rule 3.01 "Regular Meeting" and Rule 3.03 "Work Sessions and Agenda Review" effective September 7, 2021.
2. Un-Suspend Rule 5.01 effective September 7, 2021.

11. **DISCUSSION ITEMS**

- A. **COVID-19 update on phases and special events**

12. **COUNCIL LIAISON REPORTS**

13. **FUTURE AGENDA ITEM REQUESTS**

After discussion and upon agreement by three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

- A. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition seeking to decriminalize unsheltered residents

14. **CITY MANAGER REPORT**

- A. **City Manager Report**

15. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

16. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2021.

Stacy Saltzburg, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration of Appointments: Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Representative.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2021.

Executive Summary:

The NAIPTA TAC currently consists of five voting members: Coconino County Manager or designee, Yavapai County Manager or designee, Flagstaff City Manager or designee, Northern Arizona University Vice President of Administration or designee, and a Flagstaff Citizen Representative. A Flagstaff Citizen Alternate is also appointed to serve when the Citizen Representative may not be available to attend or participate in meetings. The NAIPTA TAC reviews the draft Board of Directors' agenda and offers recommendations on transit-related issues within the NAIPTA boundary. The Citizen Representative and Alternate each serves a three year term and is appointed by the City Council. There is currently a vacant seat for the Citizen Representative.

There is one application on file for consideration by the Council:

Kevin Parkes (current representative)

In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Shimoni.

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

None.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint the Citizen Representative Member: By appointing at this time, the committee will be at full membership and able to continue to meet and provide recommendations.

2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: Board members and City staff have informed the community of these vacancies though word of mouth in addition to the vacancies being posted on the City's website.

Attachments: [NAIPTA Rules of Procedure](#)

RULES OF PROCEDURE
OF
NORTHERN ARIZONA INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY (“NAIPTA”)
(A corporate body and political subdivision
of the State of Arizona)

ARTICLE I – STATEMENT OF PURPOSE

Section 1.1 General Purposes. The Authority is a corporate body and political subdivision of the State of Arizona, established pursuant to state law for the purpose of designing, operating, and maintaining a public transportation system in the authority.

ARTICLES II – DEFINITIONS

Authority. Authority means the Northern Arizona Intergovernmental Public Transportation Authority, also known as “NAIPTA.”

Board of Directors (“BOD”). Board of Directors means the Board of Directors of NAIPTA, consisting of representatives of member agencies, appointed by the agency’s governing body.

Transit Advisory Committee (“TAC”). Transit Advisory Committee means the Committee consisting of the administrative head of each member agency, or the administrator’s designee.

ARTICLE III – POWERS AND DUTIES
OF THE BOARD OF DIRECTORS

The powers and duties of the Board of Directors include, but are not limited to:

- (a) Conduct a periodic survey of public transportation needs in the authority and determine an appropriate transportation system to meet those needs and the means to finance the system and produce a five-year public transportation program that is consistent with the regional transportation plan approved by the regional council(s) of governments.
- (b) Coordinate and implement the establishment and development of the public transportation system within the authority and among the participating governmental entities.

- (c) Adopt rules that are proper and necessary to regulate the use, operation and maintenance of the public transportation systems, property, facilities and services.
- (d) Employ a general manager and other employees as may be necessary and prescribe the duties, terms and conditions of employment.
- (e) Appoint an authority treasurer or may enter into an intergovernmental agreement with the county treasurer to provide financial services for the authority.
- (f) Manage, set policy and conduct the business of the Authority. Determine its organizational and procedural structure; adopt, amend and repeal bylaws and rules consistent with the requirements of state law, and prescribe an accounting system for the Authority.
- (g) Provide for payment of all debts and appropriate claims from the appropriate funds.
- (h) Issue an annual report on or before December 1 of each year, containing a full account of its transactions, activities and finances for the preceding fiscal year and other facts and recommendations, and transmit copies of the report to each member municipality, university and county, to the secretary of state, to the Arizona state library, archives and records, and, on request, to any member of the public.
- (i) Cause an annual audit to be conducted of the public transportation authority fund by an independent certified public accountant within 120 days after the end of the fiscal year.

ARTICLE IV – MEMBERS

Section 4.1 Initial Members. The initial Members of the Authority are Coconino County, Yavapai County, the City of Flagstaff, the City of Sedona, the City of Cottonwood, and the Arizona Board of Regents acting for and on behalf of Northern Arizona University (“Northern Arizona University”). Coconino County, Yavapai County, the City of Sedona, the City of Cottonwood and Northern Arizona University each have one representative on the initial BOD, appointed by its governing body; the City of Flagstaff has two representatives on the initial BOD, appointed by its governing body.

Section 4.2 New Members. Incorporated cities and towns within Coconino and/or Yavapai County may join the authority by petitioning the board of supervisors of the county or counties in which they are located and entering into the Master IGA by and between the Initial Members and dated on or about March 15, 2006, as the same may be amended (the “Master IGA”), provided that membership is to be apportioned among the participating municipalities according to their respective populations.

Section 4.3 Voting Rights of Members. Each member of the BOD and the TAC shall have one (1) vote. Other elected officials, staff members and citizens may attend public meetings and participate as provided by law, but may not vote.

Section 4.4 Voting Rights of the Chair. The Chair has the same voting rights as any other member.

Section 4.5 Dues, Fees, and Assessments. Each Member must pay, within the time and on the conditions approved by the Members, the dues, fees, and assessments in amounts to be fixed from time to time by a majority of all the Members.

Section 4.6 Resignation of Members. In the event that one or more Members resigns from the Authority, the resigning Member(s) shall no longer be represented on the Board. Vacancies on the Board shall be filled by the remaining Members as provided by the Master IGA and these Rules of Procedure.

ARTICLE V – OFFICERS

Section 5.1 Officers of the Authority. The officers of the Authority, who must also be Members of the BOD, shall be a Chair, a Vice Chair, and a Secretary.

- (a) A person may only hold one office at a time.
- (b) In the event of a vacancy in an office, a new officer shall be appointed as provided in Section 9.3 of these Rules.

Section 5.2 Duties of Officers.

- (a) *Chair.* The Chair shall: 1) preside at all meetings of the BOD; 2) sign all documents on behalf of the Authority; 3) be an ex-officio member of all committees.
- (b) *Vice Chair.* The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.
- (c) *Secretary.* The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of members' meetings. The minutes of meetings shall comply with the requirements of the Arizona open meeting law. The Secretary shall keep or cause to be kept, at the Principal Office, a copy of the articles of the Rules of Procedure, as amended to date.

Section 5.3 Election and Re-election of Officers. Officers shall be elected each year at the first BOD meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

Section 5.4 Absence or Disability of Chair. In the absence or disability of the Chair, (1) the Vice Chair of the Board, (2) the officers in order of their rank as fixed by the members or, if not ranked, (3) an officer designated by the members, shall perform all duties of the Chair. When so acting, the Vice Chair of the Board or officer shall have all powers of, and be subject to all restrictions on, the Chair. The said Vice Chair or officer shall have such other powers and perform such other duties as the members or the bylaws may prescribe.

ARTICLE VI - MEETINGS OF MEMBERS.

Section 6.1 Regular Meetings of Board of Directors and TAC. Regular meetings of the BOD shall be held at least once each quarter, at a place and time designated by the Board in the notice of meeting. Regular meetings of the TAC shall be held at least six (6) times per calendar year, at a place and time designated by the TAC in the notice of meeting.

Section 6.2 Special Meetings. The Chair of the body may call a special meeting of the BOD or the TAC for any lawful purpose at any time.

Section 6.3 Notice Requirements for Meetings. Notice of meetings shall be provided to the members of the body and the public as provided in the Arizona Open Meeting Law, A.R.S. §38-501 *et seq.* Additional notice may be provided as the BOD deems advisable.

Section 6.4 Quorum. A majority of members of the BOD or the TAC shall constitute a quorum for the transaction of business at any meeting of Members.

Section 6.5 Conduct of Meetings. In all matters not addressed by these Rules or Arizona law, meetings of the BOD and the TAC shall be governed by Robert's Rules of Order.

ARTICLE VII – TRANSIT ADVISORY COMMITTEE

Section 7.1 Members. The Transit Advisory Committee (“TAC”) shall consist of the Manager of each Member county, city or town or the Manager’s designee; the Vice President of Administration of each Member university or college or designee; and one citizen from each Service Area to be appointed by its governing body. The corporate

boundaries of each of the Member municipalities and counties constitutes a Service Area for the purpose of this Section 7.1.

Section 7.2 Term of Office of Citizen Members. Citizen members shall serve for terms of three years each.

Section 7.3 Responsibilities. The TAC shall: have the duties and responsibilities provided in the Master IGA and in such position descriptions and policy handbooks as are reviewed by the TAC and approved by the BOD.

Section 7.4 Officers. The officers of the TAC shall consist of a Chair, Vice Chair, and Secretary. The Chair and Vice Chair must be members of the TAC. The Clerk of the Board shall serve as Secretary.

Section 7.5 Duties of Officers.

(a) Chair. The Chair shall: 1) preside at all meetings of the TAC; 2) sign such documents as may be necessary on behalf of the TAC.

(b) Vice Chair. The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.

(c) Secretary. The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the TAC. The minutes of meetings shall comply with the requirements of the Arizona open meeting law.

Section 7.6 Election and Re-election of Officers. Officers shall be elected each year at the first TAC meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

ARTICLE VIII – VOTING PROCEDURES FOR THE BOARD OF DIRECTORS AND THE TRANSIT ADVISORY COMMITTEE

Section 8.1 Manner of Casting Votes. Voting may be by voice or ballot at the discretion of the chair.

Section 8.2 Voting. Each member appointed pursuant to Article 4 of these Rules shall be entitled to cast one vote on each matter submitted to a vote of the Members.

Section 8.3 Approval by Majority Vote. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be the act of the members, unless the vote of a greater number is required by Arizona law or these rules of procedure.

Section 8.4 Alternate Members of BOD and TAC. The governing body of each Member shall designate an alternate representative to both the BOD and TAC. The alternate representatives shall be authorized to attend BOD or TAC meetings and vote on all issues coming before the body, in the event that the regular representative is unable to attend a meeting. Members of the BOD or TAC may participate in a meeting by technological means, provided that the member can hear and participate in all discussions and the public can hear all statements made by the member so participating.

ARTICLE IX – AMENDMENTS

New bylaws may be adopted or these bylaws may be amended or repealed by the approval of a majority of all the appointed members of the BOD, provided, however, that any provision of these bylaws that requires the vote of a larger proportion of the Members than otherwise is required by law may not be altered, amended, or repealed except by vote of that greater number. No amendment may extend a director's term beyond that for which the director was elected.

DATED this 19th day of March, 2012.


Chair of the Authority

ATTEST:

Rhonda Cashman
Clerk of the Authority

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration and Action on Liquor License Application: Scott Michael McClelland, "Tiki Grill," 1509 S. Milton Road, Series 12, New Application.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Tiki Grill is a new business in Flagstaff. If approved it will be the 89th active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive [Liquor License Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:



City of Flagstaff

OFFICE OF THE CITY CLERK

8/17/2021

Scott McClelland
1031 N. Skyview Street
Flagstaff, AZ 86004

Dear Mr. McClelland:

Your application for a new Series 12 Liquor License for Tiki Grill located at 1509 S. Milton Road, Flagstaff, AZ was posted on August 3, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, August 24, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on August 23, 2021 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

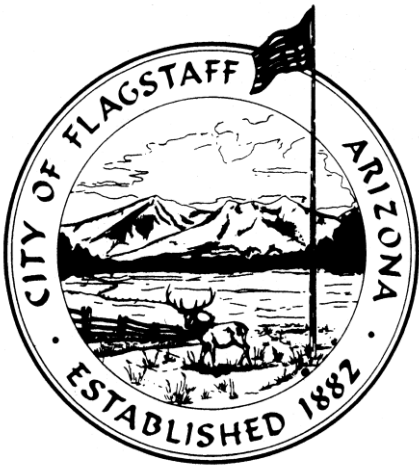
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.



FLAGSTAFF POLICE DEPARTMENT

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TDD 1-800-842-4681



Chief of Police
Dan Musselman

MEMORANDUM

Memo #21-059

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

DATE: August 4th, 2021

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Tiki Grill”

On August 4th, 2021, I initiated an investigation into an application for a series 12 (Restaurant) liquor license filed by Scott McClelland (Agent and Controlling Person). This is a new application, and the application number is 152870. It is for The Tiki Grill which is located at 1509 S. Milton Rd.

I conducted a query through local systems and public access on the applicant and discovered no derogatory records. I conducted a search for any current or previous liquor licenses held by the applicant and found none. I did not find any current or historical liquor violations for the applicant or the business. This business is not located within 300 feet of a school or church.

The restaurants hours are 11:00 am to 9:00 PM Monday through Saturday. I spoke to Scott who advised that he would be present for the council meeting on August 24th, 2021



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Alaxandra Pucciarelli, Interim Planning Director
Date: July 15, 2021
Re: Application for Liquor License #152870
1509 S. Milton Rd., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-20-058D
Scott Michael McClelland on behalf of Tiki Grill

This application is a request for a new Series 12 Restaurant liquor license by Scott Michael McClelland on behalf of Tiki Grill. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.



Active Liquor Licenses

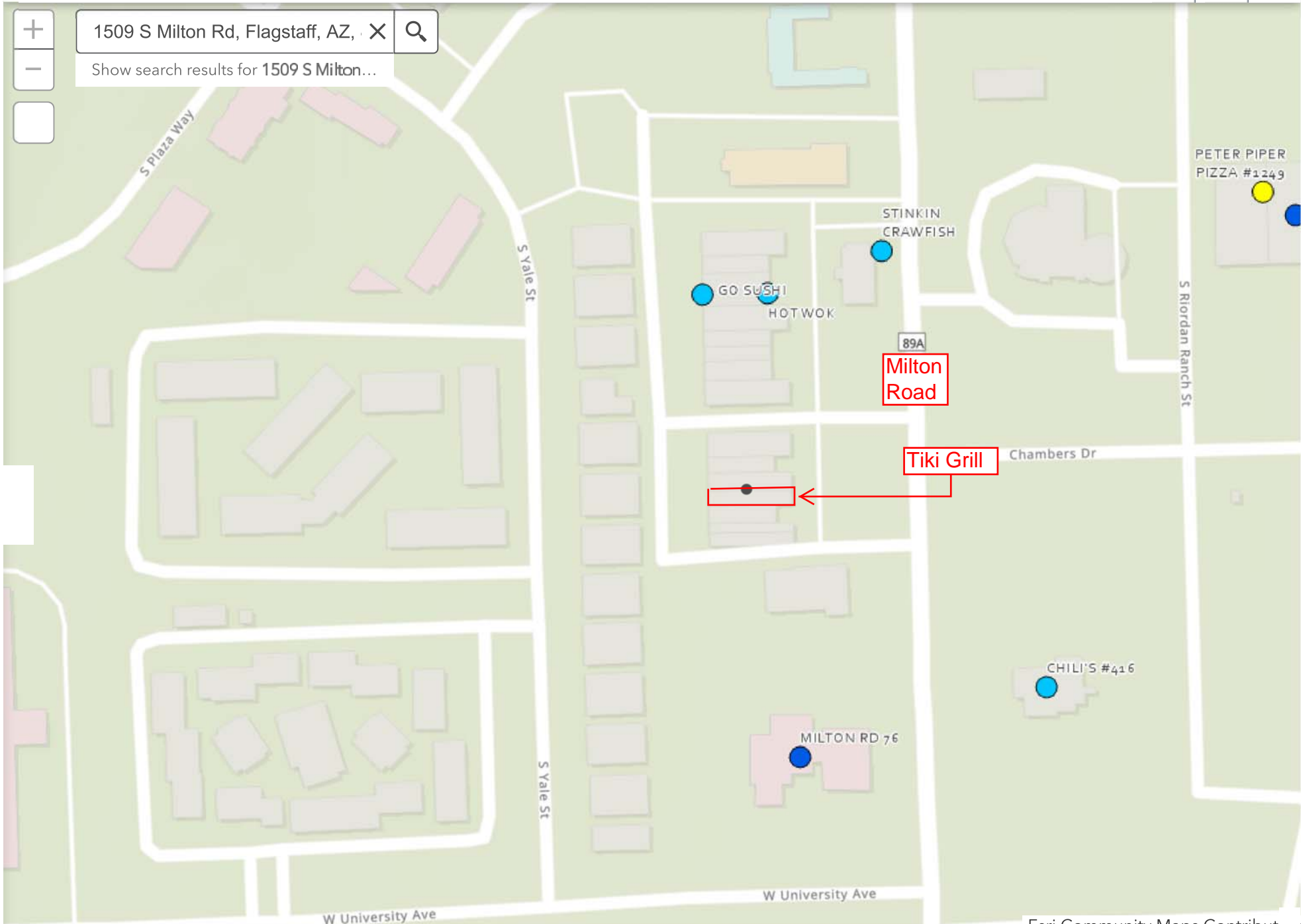
City of Flagstaff GIS



1509 S Milton Rd, Flagstaff, AZ, X



Show search results for 1509 S Milton...



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration and Action on Liquor License Application: Lauren Brooks King, "Kachina Kitchen," 1800 S. Milton Road Suite 21, Series 12, New Application.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Kachina Kitchen is a new business in Flagstaff. If approved it will be the 90th active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive [Liquor License Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is August 27, 2021.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on August 3, 2021. No written protests have been received to date.

Attachments: [Letter to Applicant - Kachina Kitchen](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [PD Memo - Kachina Kitchen](#)
 [Zoning Memo - Kachina Kitchen](#)
 [Map - Kachina Kitchen](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

8/17/2021

Lauren Brooks King
3654 N. Stone Crest Street
Flagstaff, AZ 86004

Dear Ms. King:

Your application for a new Series 12 Liquor License for Kachina Kitchen located at 1800 S. Milton Road Suite 21, Flagstaff, AZ was posted on August 3, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, August 24, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on August 23, 2021 and the application may be removed from the premises at that time.

There is an \$815 application fee which has been received. Thank you for your payment.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.



FLAGSTAFF POLICE DEPARTMENT

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TDD 1-800-842-4681



Chief of Police
Dan Musselman

MEMORANDUM

Memo #21-057

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

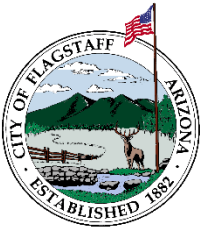
DATE: August 4th, 2021

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Kachina Kitchen”

On August 4th, 2021, I initiated an investigation into an application for a series 12 (Restaurant) liquor license filed by Lauren King (Agent and Controlling Person). This is a new application, and the application number is 153000. It is for The Kachina Kitchen which is located at 1800 S. Milton Rd # 21.

I conducted a query through local systems and public access on the applicant and discovered no derogatory records. I conducted a search for any current or previous liquor licenses held by the applicant and found none. I did not find any current or historical liquor violations for the applicant or the business. This business is not located within 300 feet of a school or church.

The restaurants hours are 11:00 am to 9:00 pm Monday through Thursday and 11:00 am to 10:00 PM Friday and Saturday. I spoke to Lauren who advised that she would be present for the council meeting on August 24, 2021.



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Alexandra Pucciarelli, Interim Planning Director
Date: July 15, 2021
Re: Application for Liquor License #15300
1800 S. Milton Rd. Ste.21, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-22-004D
Lauren Brooks King on behalf of Kachina Kitchen

This application is a request for a new Series 12 Restaurant liquor license by Lauren Brooks King on behalf of Kachina Kitchen. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

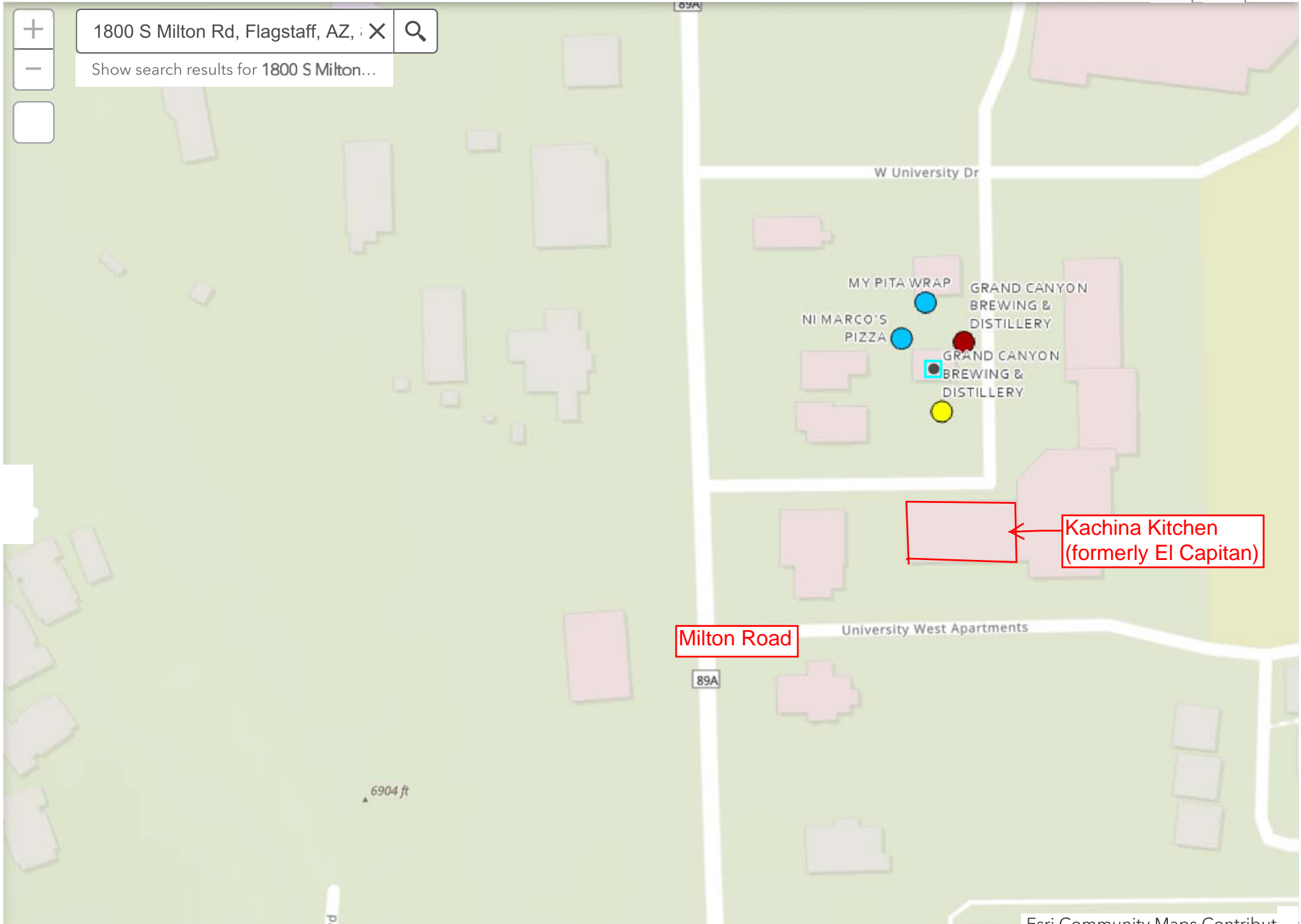


Active Liquor Licenses

City of Flagstaff GIS

+ 1800 S Milton Rd, Flagstaff, AZ, X

- Show search results for 1800 S Milton...



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration and Action on Liquor License Application: Jeffrey Craig Miller, "Museum Club," 3404 E. Route 66, Series 06, Owner Transfer.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. The applicant is requesting approval of an owner transfer of a **Series 06** (bar) license at this location.

A Series 06 license allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 06 (bar- all spirituous liquor) licenses are obtained through the person and/or location transfer of an existing license from another business. If approved, this license will be one of the 22 active **Series 06** licenses. Zookeeper LLC purchased the existing business, "Museum Club," from 3404 Entertainment, LLC on February 25, 2021.

To view surrounding liquor licenses, please refer to the online interactive [Liquor License Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.



City of Flagstaff

OFFICE OF THE CITY CLERK

8/17/2021

Jeffrey Craig Miller
PO Box 2502
Chandler, AZ 85244

Dear Mr. Miller:

Your application for a new Series 6 Liquor License for Museum Club located at 3404 E. Route 66, Flagstaff, AZ was posted on August 3, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, August 24, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on August 23, 2021 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 06 Bar (all spirituous liquor)

Transferable (From person to person and/or location to location within the same county only)

On & off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

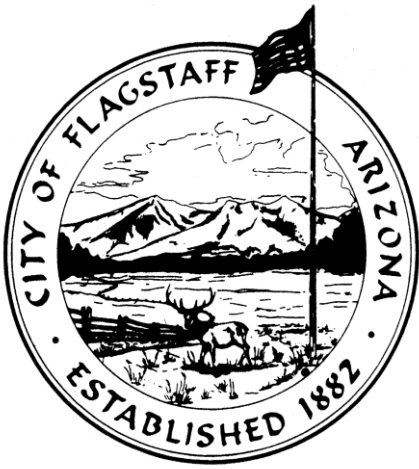
A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar.

A hotel or motel with a Series 06 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m. Monday through Saturday and 2:00 a.m. and 10:00 a.m. on Sundays.

Bar, beer and wine bar, and restaurant licensees must pay an annual **SURCHARGE** of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.



FLAGSTAFF POLICE DEPARTMENT

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Chief of Police
Dan Musselman

MEMORANDUM

Memo #21-056

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

DATE: August 3rd, 2021

RE: LIQUOR LICENSE APPLICATION – SERIES 6- FOR “Museum Club”

On August 3rd, 2021, I initiated an investigation into an application for a series 6 (bar) liquor license filed by Craig Miller (Agent) and Michael Thompson (Controlling Person and Premises Manager). This is an owner transfer application, and the application number is 153393. It is for The Museum Club which is located at 3404 E. Route 66.

I conducted a query through local systems and public access on all applicants and discovered no derogatory records. I conducted a search for any current or previous liquor licenses held by the the applicants, and I found that Craig Miller had several as he works for Arizona Liquor Consultants. I did not find any current liquor violations for the applicants or the business. This business is not located within 300 feet of a school or church.

The bar hours are 11:00 am to 2:00 PM. I spoke to Craig who advised that he would be present for the council meeting on August 24th, 2021



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Alexandra Pucciarelli, Interim Planning Director
Date: July 15, 2021
Re: Application for Liquor License #153393
3404 E. Route 66, Flagstaff, Arizona 86004
Assessor's Parcel Number 108-06-003D
Jeffrey Craig Miller on behalf of Museum Club

This application is a request for a transfer Series 6 Bar liquor license by Jeffrey Craig Miller on behalf of Museum Club. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

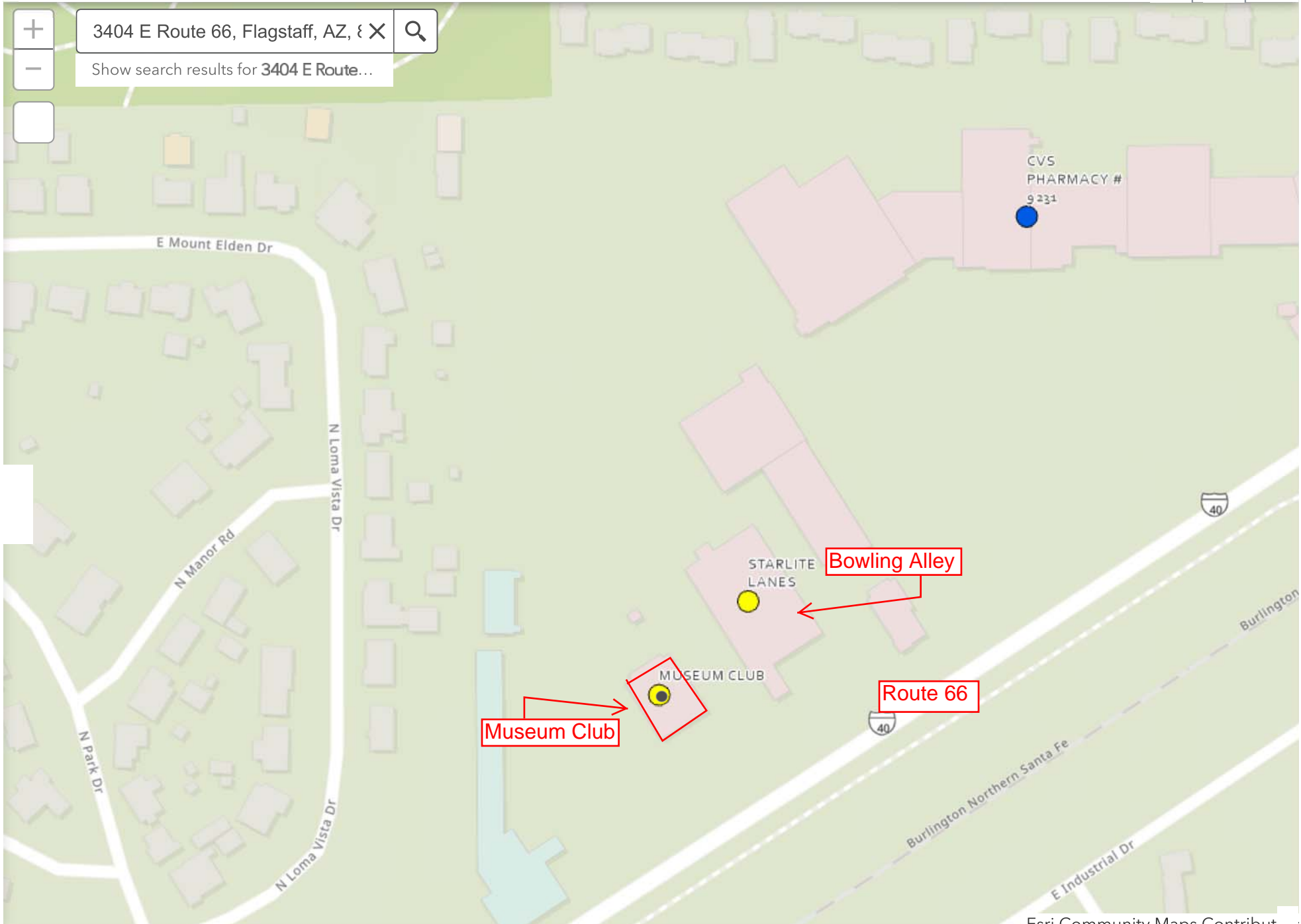


Active Liquor Licenses

City of Flagstaff GIS

+ 3404 E Route 66, Flagstaff, AZ, ☒ X

- Show search results for 3404 E Route...



8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Co-Submitter: Stacy Saltzburg

Co-Submitter: Stacy Saltzburg

Date: 08/19/2021

Meeting Date: 08/24/2021



TITLE:

Ratification of City Staff's Approval of Contract: City Council Ratification of Deputy City Manager Shannon Anderson's August 4, 2021, approval of the Second Amendment to Agreement for Video Streaming Services with Swagit Productions, LLC.

STAFF RECOMMENDED ACTION:

Ratify staff's August 4, 2021, approval of the Second Amendment to Agreement for Video Services with Swagit Productions, LLC, and an installation charge for a total amount of \$60,955 to provide streaming and closed captioning services and equipment.

Executive Summary:

Staff requests City Council ratification of Deputy City Manager Shannon Anderson's approval of the Second Amendment to Agreement for Video Streaming Services (Second Amendment) with Swagit Productions, LLC (Swagit) in the total amount of \$60,955. While the City Council was on summer break, in preparation for the upcoming City Council session, on August 4, 2021, Deputy City Manager Shannon Anderson approved the Second Amendment with Swagit. The City Council's ratification will adopt a one-time charge for closed captioning equipment and software licensing in the amount of \$19,195 as well as an annual streaming meeting services package (including closed captioning services), in the amount of \$41,760 annually and a one time installation fee of \$2,675.

Financial Impact:

There will be an annual charge in the amount of \$41,760 (billed in monthly installments of \$4,600), a one-time capital charge of \$19,195 for equipment, licensing, and software associated with closed captioning capabilities and a one time installation fee of \$2,675. This purchase was included in the FY2021-22 Budget in the amount of \$73,000 in the General Fund; IT Division.

Policy Impact:

N/A

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

- Foster clear and consistent communication strategies and products.
- Encourage public trust through transparency, accessibility and use of the City's public participation policy

Inclusive and Engaged Community

- Foster community pride and civic engagement
- Ensure city facilities, services, and programs are accessible for all residents

Has There Been Previous Council Decision on This:

The City Council approved the recommended FY2021-22 Budget which included specific funds set aside for the purposes of adding closed captioning services to all for streaming City Council meetings.

Background/History:

The City Council approved the City Budget for FY2021-22 which included funds for adding closed captioning services to streaming City Council Meetings, effective July 1, 2021.

In an effort to keep the upgrade process moving, during City Council summer break, the Information Technology Division worked closely with the Purchasing Department, the City Attorney's Office, and the City Manager's Office to review the Second Amendment.

On August 4, 2021, Deputy City Manager Shannon Anderson approved the Second Amendment with the understanding that the Second Amendment would need City Council ratification upon their return from summer break. By receiving approval of the Second Amendment while the City Council was unavailable, Staff was able to continue the important work of supporting virtual meetings for upcoming City Council meetings.

Because the total amount of the Second Amendment is in excess of \$50,000 dollars, Staff is seeking appropriate City Council ratification of the previously staff-approved contract.

The Procurement Section executed a Proprietary Source justification for the Second Amendment due to the ongoing relationship with Swagit and the need for continuity with the services and equipment already in place.

Community Benefits and Considerations:

The City Council ratification of the Second Amendment will ensure that the City of Flagstaff can begin to offer closed captioning services for all City Council live-streaming meetings. This will allow those with hearing difficulties to participate in City Council meetings, remain informed, and better enable Council-to-public communication efforts, enhancing Flagstaff citizen's ability to interact with their local government.

Attachments: [Swagit Second Amendment](#)
 [SwagIT Installation](#)



**SECOND AMENDMENT TO
AGREEMENT FOR VIDEO STREAMING SERVICES**

This Second Amendment is entered into this 10th day of August, 2021 by and between the City of Flagstaff, a political subdivision of the state of Arizona ("CITY") and Swagit Productions, LLC ("SWAGIT"), and amends the original Agreement for Video Streaming Services, dated December 30, 2019, as amended by the First Amendment dated January 24, 2020 (collectively "the Agreement");

WHEREAS, the City is requesting an increase in the yearly meeting allotment and that closed captioning services be included as part of the broadcast and streaming services; and

NOW THEREFORE, the parties agree that paragraphs 1 and 2 of the Agreement are amended as follows (deletions shown as stricken, and additions are shown as underlined):

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services, as set forth in detail in the Exhibit A attached hereto a hereby incorporated as part of this Agreement and adopted by reference.

Effective August 1, 2021, the scope of work for Streaming Video Monthly Managed Services shall be replaced with the scope as set forth in the attached Attachment A.2. Swagit shall purchase and install Closed Caption Encoder Hardware as set forth in Attachment B.2.

2. COMPENSATION OF PROVIDER

The City Agrees to make monthly payments in the amount of One Thousand One Hundred Twenty Dollars (\$1,120.00) incurring an annual amount of Thirteen Thousand Four Hundred Forth Dollars (\$13,440) through July 31, 2021.

Effective August 1, 2021, the City agrees to make monthly payments to Swagit in the amount of Four Thousand Six Hundred Dollars (\$4,600.00), for an estimated annual amount of Forty One Thousand Seven Hundred Sixty and No/100 Dollars (\$41,760.00). The City shall pay a one-time charge to Swagit not to exceed Nineteen Thousand One Hundred Ninety-Five and No/100 Dollars (\$19,195.00) for Closed Caption Encoder systems' hardware/software and other related (including, without limitation, Remote Installation) costs. This amount is due upon installation and acceptance by City.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties below have caused this Second Amendment to be executed.

City of Flagstaff

Shannon Anderson

for Greg Clifton, City Manager

8/4/2021

Date

Swagit Productions, LLC

Bryan Halley

Bryan Halley, President

August 2, 2021

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Anya Wendal

City Attorney

Attachment A.2

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 5: Up To 125 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, Social Media eXstream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free). Includes: Remote switching for up to 125 meetings per year. Live and video on-demand automated closed captioning for 75 meetings per year.	\$4,600.00

Attachment B.2

Closed Caption Encoder Hardware/Software

Item Description	Cost
CaptionPrime Streaming Software Upgrade for Existing 2D Encoder	\$4,105.00
Advanced Caption Encoder/Decoder (Voice over IP capable)	\$9,090.00
Sound Search for Past Council Meeting Content (24 months)	\$6,000.00
Total One-Time Cost:	\$19,195.00



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO: The City of Flagstaff, Arizona

Paul Santana (PSantana@flagstaffaz.gov)

Created Date: 8/18/2021

Valid for 60 days

Hardware and Onsite Installation

Item & Description	Unit Cost	Quantity	Total
Matrix Switch MSC-HD42L <ul style="list-style-type: none">3G/HD/SD-SDI 4x2 Mini Router	\$ 825.00	1	\$ 825.00
Onsite Installation <ul style="list-style-type: none">Standard Day Rate	\$ 1,850.00	1	\$ 1,850.00
Total One Time Cost:			\$ 2,675.00

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

SIGNATURE & DATE  8/20/21

CONTACT NAME Paul Santana

PHONE NUMBER (928) 213-2842

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Co-Submitter: Trace Ward

Date: 08/20/2021

Meeting Date: 08/24/2021



TITLE:

Consideration and Approval for a Digital Ad Server Contract: Approve the service contract with See Source, LLC for a Digital Ad Server in the amount of \$160,000.00.

STAFF RECOMMENDED ACTION:

1. Approve the annual service agreement with See Source LLC and execute a \$160,000 contract.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This is a reoccurring budget item for a digital ad server vendor in the amount of \$170,000 which is the same dollar amount administered in previous years. Staff spent \$10,000 on preliminary website work to develop a dash board in preparation of the Digital Ad Service, the remaining \$160,000 will be spent on the Digital Ad Service.

The digital ad server is a critical portion of Discover Flagstaff's overall strategy in driving quality visitation to our destination supporting citywide stakeholders and partners -- accommodations, restaurants, breweries, attractions, and additional businesses reliant on the tourism economy.

This vendor relationship is needed because of the technology and speed of their real-time bidding platforms that leverage the budget to serve an advertisement to the right person at the right time. Here's an example: Discover Flagstaff could be bidding to serve an ad to a customer in Dallas that has expressed interest in visiting a national park, at this split second, Durango (and many destinations competing for national park business) are bidding to reach the same person at the same time. It's the digital ad server's algorithms, real-time bidding desk, that immediately identifies a person in a buying funnel -- the someone who is shopping for experiences at a national park -- and then serves the advertisement. These transactions occur in nanoseconds.

Further, the digital ad server's technology provides additional benefits such as creating lookalike audiences (if a person is attending a blues festival in Telluride, they may be served an ad to visit Flagstaff's blues festival ad) and so on. The ad server can identify key audiences -- one example is travelers preferring visits during off/shoulder seasons. These laser-focused abilities allow us to deliver various messages to a very interested audience which provides less budget waste.

This platform also enables us to serve ads supporting Stay, Play, Distance and Mask Responsibly, Stay and Play Responsibly, Winter Recreation safety, leave no trace messaging, and fire awareness initiatives. One way Discover Flagstaff's digital ad server's strengths and successes can be measured is

when viewing tourism metrics, such as hotel occupancy and average daily rate. These numbers demonstrate the current strategy is driving above-average results when compared to the state.

In FY'21, the digital ad server pushed out nearly 400 Discover Flagstaff digital ads supporting our stakeholders and partners. These ads were served to audiences with a propensity to travel, to people highly targeted, qualified and engaged.

Our current contract is nearing expiration and therefore an RFP process has been completed, and a new vendor has been selected by an evaluation committee which included.

83% of the \$170,000 budget allocation will be applied to ad placement and the balance applies to account management and reporting.

Financial Impact:

\$170,000 has been the budget in previous years and will remain for FY '22 which was recommended by the Tourism Commission and approved by the Budget team and adopted in the final City budget. This is funded from 053.07.214.0851.4.4271.

Policy Impact:

N/A

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High-performance governance
Robust and resilient economy
Livable community
Environmental stewardship

Has There Been Previous Council Decision on This:

Yes - Discover Flagstaff has been utilizing digital ad placement services since the beginning of digital ads -- more than 20-years.

Options and Alternatives:

1. Approve the agreement with See Source
2. Not approve the agreement with See Source

Background/History:

In the Executive Summary section we shared the history of using a digital ad server vendor.

On June 14, 2021 the Purchasing Section posted a Request for Proposals (RFP) solicitation for a Digital Ad Server on the PlanetBids website, and advertised the RFP in the Arizona Daily Sun on June 20 and June 27, 2021. There were six (6) proposals received on July 1, 2021. A five (5) member Selection Committee consisting of four (4) City staff and one (1) outside consultant, evaluated the proposals. Based upon the numerical scoring, the Selection Committee determined See Source LLC to be top scoring firm. All scores are below in order of rank:

See Source, LLC	454
Sojern	433
Adara	430
Media News Group	368

Inuvo	361
Az Daily Sun	356

The vendor that has been selected to render the digital ad service is See Source. See Source was selected because they are data-rich and have the ability to utilize historical geo-geography location data. This is important because they can generate a custom audience of known past visitors. Our mission is to not only welcome new visitors but to serve advertisements to prior visitors to encourage a repeat visit. See Source's reporting metrics can even tell us if a person we served an advertisement to actually comes into our market. As we get more familiar with all the options afforded, we will continue to share the metrics with our stakeholders, Commission and Council.

Key Considerations:

See Source received the highest evaluation score from the panel.

Expanded Financial Considerations:

The overall cost of our digital ad server program is \$170,000 which has been budgeted.

Community Benefits and Considerations:

A strong consideration is that See Source is well versed in Arizona with clients that include Experience Scottsdale, Visit Sedona, Travel Southern Oregon, Visit Santa Fe, Visit Breckenridge and mountain towns such as Ogden, Tacoma and more. See Source also has over 500 data partners with amazing resources. We feel that our destination will receive great results with this partnership.

Community Involvement:

Terry Madeksza gave invaluable input as she sought input from her downtown partners throughout the process. Terry is also familiar with our current digital ad server and saw how we can take the next step with the same budget and be more strategic with See Source.

Attachments: [Presentation](#)
 [Contract](#)
 [Contract scope and pricing](#)

Digital Ad Server

Discover Flagstaff | 08-24-21





Digital Ad Server



- 400 ads served annually
- Real-time Bidding (RTB) platform
- Targeted approach
- 30M impressions producing demand for Flagstaff businesses



Digital Ad Server



SEEKING
SOLUTIONS
FOR
YOUR
BUSINESS



Recovery

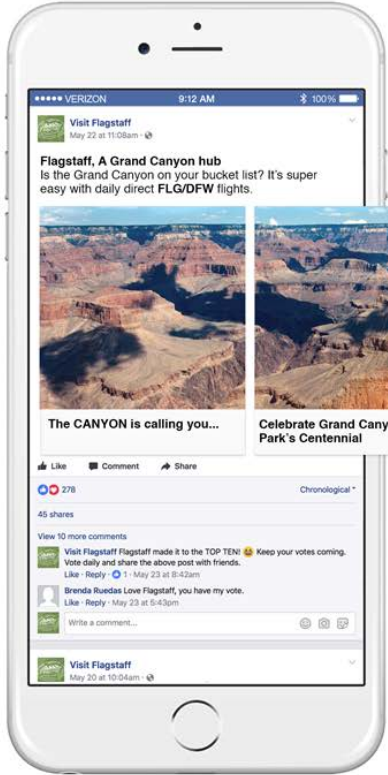


YTD-June	ADR FLG	Occ FLG
2021	\$116.24	72.8%
2020	\$79.75	48.4%
% Diff	45.7%	50.5%
State of AZ	1.1%	21.1%
2019	\$103.27	70.5%

BBB Tax Collection - June	
2021	\$1,033,792
2020	\$560,489
2019	\$752,074



Paid digital ad creative

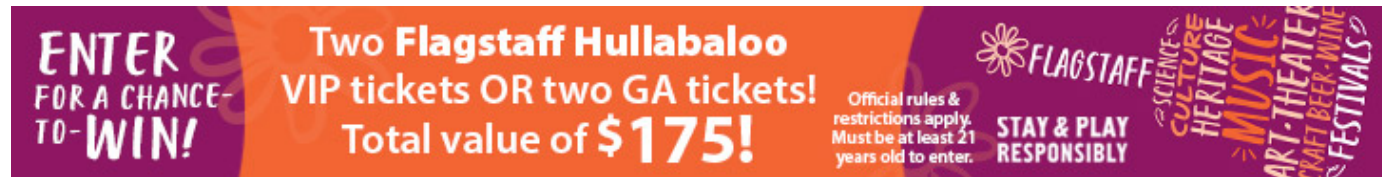
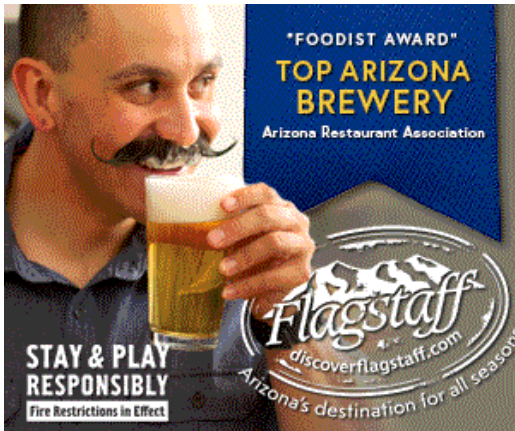


NEW logo image





Paid digital ad creative





Paid digital ad creative



Flagstaff
discoverflagstaff.com
Arizona's destination for all seasons

Keep our wild places **WILD.**
Learn how.

TO MAKE A DONATION TO THE FLAGSTAFF TRAILS INITIATIVE, TEXT **WILD4FLAG** TO **44321**

STAY, PLAY, DISTANCE AND **MASK** RESPONSIBLY.

Get Your **FREE**
Winter Recreation
Snowplay Map

Flagstaff
discoverflagstaff.com
Arizona's destination for all seasons

STAY, PLAY, DISTANCE AND **MASK** RESPONSIBLY.

FLAGSTAFF
365
EVENTS CALENDAR .com

THE ORPHEUM THEATER
HAS RE-EMERGED
WITH SUMMER EVENTS

STAY & PLAY
RESPONSIBLY

FLAGSTAFF
365
EVENTS CALENDAR .com

CELEBRATING **40 YEARS**
1981-2021
THE Arboretum
AT FLAGSTAFF
OPENING MAY 1

STAY, PLAY, DISTANCE AND **MASK** RESPONSIBLY.

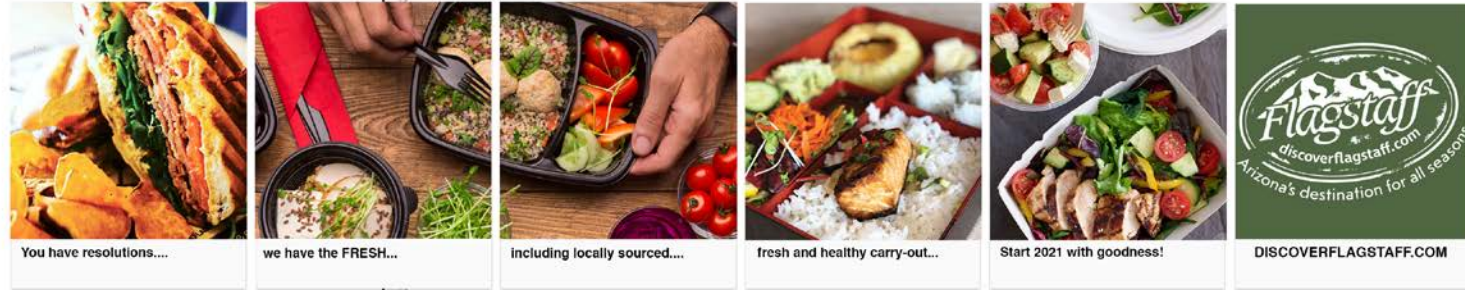
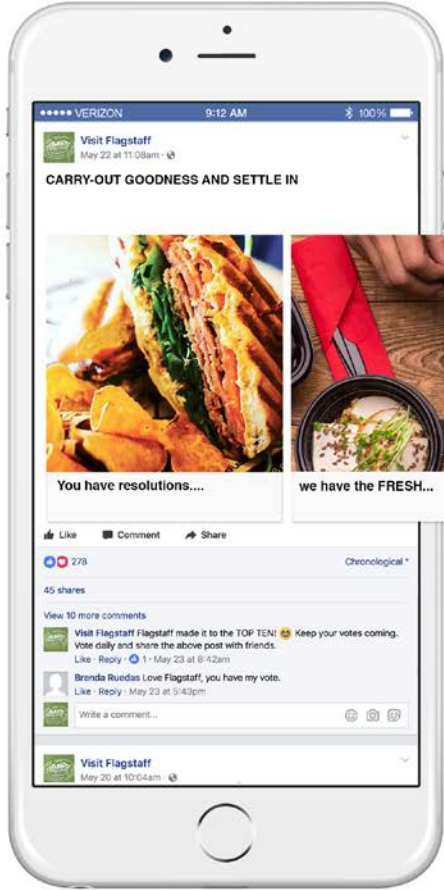


Paid digital ad creative





Paid digital ad creative



January 2021

<https://www.flagstaffarizona.org/dining-nightlife/restaurants/>



Digital Ad Server Vendor: See Source

- Reoccurring budgeted item
 - \$170,000
- **See Source** will:
 - Serve hyper targeted campaigns to higher intent audiences
 - Optimize to travelers showing the most intent
 - A/B testing and optimize to performance



Digital Ad Server
Vendor:
See Source

Request to approve
selected contract.



Digital Ad Server Contract

Thank you.



FOR PURCHASE OF SERVICES

Contract No. 2021-119

This Contract is entered into this _____ day of _____, 20____ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and See Source LLC, a Utah Limited Liability Company, ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

1. Scope of Work: Contractor shall provide the services generally described as follows:

DIGITAL AD SERVER

and as more specifically described in the Scope of Work attached hereto as Exhibit A.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor One Hundred Sixty Thousand Dollars and Zero Cents (**\$160,000.00**) as defined by Exhibit A. Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual contract price is less than \$50,000; otherwise City Council approval is required.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. City Representative: The City Representative is Lori Pappas, Marketing and Media Relations Manager, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.
5. City Cooperation: The City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.
6. Contract Term: The Contract term is for a period of one (1) year unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties.
7. Renewal: This Contract may be renewed for up to Four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

9. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

INSURANCE

10. Insurance: Contractor shall maintain \$2,000,000 in general commercial liability and \$500,000 in workers' compensation.

MISCELLANEOUS

11. Notice: Any formal notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Brian Eilerts
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Brian.Eilerts@Flagstaffaz.gov

Lori Pappas
Marketing and Media Manager
City of Flagstaff 211 W.
Aspen Ave.
Flagstaff, AZ 86001
LPappas@flagstaffaz.gov

To Contractor:

Lauren Rogers
See Source LLC
1100 Country Hills Drive
STE 100
Ogden, Utah 80182-
3008
Lauren@seesource.com

12. Authority: Each party warrants that it has authority to enter this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

(SIGNATURES ON THE FOLLOWING PAGE)

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT A

SCOPE OF WORK

SPECIFICATIONS

1. Contractor must have a core competency in the travel business that includes:
 - a minimum of five (5) years of experience serving and managing ads inclusive of display, video, native, and social
 - at least five (5) destination marketing organizations (DMOs) as past clients
 - at least two (2) current clients that are DMOs
2. Contractor must demonstrate and provide monthly robust overall campaign performance data on the targeted audience of travelers engaged which should include:
 - projected ROI
 - where the travelers are originating and include the economic impact of their travel
 - reporting on travelers who were served impressions and arrived in Flagstaff
 - additional metrics to include served impressions, click-throughs, and conversions such as visitor guide requests and website sessions
 - comparisons to year-over-year performance
 - campaign impact
3. Contractor must demonstrate the ability to serve real time ads behaviorally and geographically to travel audiences with high propensity to travel, to those that have searched Flagstaff and similar destinations.
4. Contractor must demonstrate the ability to identify new prospective and likely to visit Flagstaff travelers
5. Contractor should demonstrate the ability to drive hotel bookings
6. Contractor must demonstrate knowledge and adaptability to leverage the traveler's path to purchase and from where they are searching
7. Contractor must demonstrate the ability to be proactively adapt to search engine changes including algorithm updates and policy changes (elimination of third-party cookies) well in advance of the change

EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non- exclusive, and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

PAYMENT

6. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped, or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
7. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
8. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

9. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
10. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
11. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
12. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
13. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

14. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
15. **CONTROL:** Contractor shall be responsible for the control of the work.
16. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
17. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
18. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION. RECORDS. ADMINISTRATION

19. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

20. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
21. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential”, the City will endeavor to notify Contractor prior to release of such information.
22. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City’s Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

23. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney’s fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City’s Specific Terms and Conditions.
24. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

25. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
26. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
27. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
28. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

29. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
30. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
31. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

32. **SUBCONTRACTING:** Contractor may subcontract work in whole, or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
33. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
34. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
35. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration

Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions 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(A).

DEFAULT AND TERMINATION

- 36. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non- defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non- defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 37. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 38. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 39. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 40. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 41. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 42. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 43. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

44. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor service to a public servant ("Gratuities") in connection with award or performance of the Contract.
45. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.


MISCELLANEOUS

46. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
47. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
48. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
49. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
50. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
51. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
52. **FORCE MAJUERE:** There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

53. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

	See Source, LLC 1100 Country Hills Drive, STE 100 Ogden, UT 84403 801-823-0083	SEE SOURCE MEDIA ORDER 8/17/2021
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Advertiser Information: Discover Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001	Billing Information (if different from advertiser): Lori Pappas 928-213-2916 lpappas@flagstaffaz.gov
Service: See Source MAID Advertising Campaign, along with additional services and customizations described in attached Exhibit A, hereto the "Services".	
Payment Terms: First payment of 50% is due on the first day of the campaign by ACH. 25% is due mid-campaign and final 25% is due within 10 days of the campaign end date. Payments will be automatically charged with the payment information on file (ACH). A 1.5% late fee will be applied to all past due payments.	
Campaign: 2021/2022 Flagstaff Digital Ads	Campaign Dates: September 1, 2021 – August 31, 2022

Service Fees:

Service Item	Details	Total												
Programmatic Media Buy & Management	Programmatic media buy through in-house DSP and media management, based on target audience requirements of the customer, to maximize the ROI/ROAS of the Customer while utilizing the MAIDs derived from Premium Insights Report. *Sample CPM's Across Multiple Media Types Including Data/MAID Fees <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Static Display Ads</td> <td>\$5.00 – \$8.00</td> </tr> <tr> <td>HTML 5 or Animated GIF Ads</td> <td>\$5.00 – \$8.00</td> </tr> <tr> <td>Native Ads</td> <td>\$11.00 - \$15.00</td> </tr> <tr> <td>Video</td> <td>\$25.00</td> </tr> <tr> <td>Digital Radio</td> <td>\$15.00 - \$30.00</td> </tr> <tr> <td>Connected TV</td> <td>\$50.00</td> </tr> </table>	Static Display Ads	\$5.00 – \$8.00	HTML 5 or Animated GIF Ads	\$5.00 – \$8.00	Native Ads	\$11.00 - \$15.00	Video	\$25.00	Digital Radio	\$15.00 - \$30.00	Connected TV	\$50.00	\$160,000
Static Display Ads	\$5.00 – \$8.00													
HTML 5 or Animated GIF Ads	\$5.00 – \$8.00													
Native Ads	\$11.00 - \$15.00													
Video	\$25.00													
Digital Radio	\$15.00 - \$30.00													
Connected TV	\$50.00													
Geo-location MAIDs	Geo-location Mobile Advertiser IDs (MAIDs) for repeat visitors and MAID-driven look-a-like audiences. Audience requirements TBD.	Included												
Creative Asset Development	Client to provide	N/A												
Campaign Dashboard & Reporting	Advertising Campaign dashboard based on key performance indicators, TBD. Includes attribution report at campaign completion.	Complimentary												
Total Contracted		\$160,000												

Payment Schedule:

Service Item	Qty	Total
Total Due 9/1/21	50%	\$80,000
Total Due 1/1/22	25%	\$40,000
Total Due 8/1/22	25%	\$40,000
Total Contracted		\$160,000

SERVICES AGREEMENT TERMS

This Services Agreement ("Agreement") is entered into on this 1st day of September, 2021 (the "Effective Date") between See Source, LLC. ("Company"), and the Advertiser listed above ("Customer"). This Agreement includes and incorporates the above Media Order, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations.

By signing below, I hereby represent and warrant that I am duly authorized to execute this binding contract on behalf of the Company or the Customer.

See Source, LLC (Company):

By (Signature):



Name: Alex Lawrence

Title: CEO

Discover Flagstaff (Customer):

By (Signature):

Name:

Title:

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services outlined in the Order Form and customization described in Exhibit A.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable product and technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer represents, covenants, and warrants that Customer will use the Services only in compliance this agreement and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding prices, promotions, features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data that has been created by the Customer, an official representative of the Customer, or a third-party at the direction of the Customer and is provided by Customer to Company to enable the provision of the Services ("Digital Media Placement"). Customer warrants that they have received permission from respective third-party data provider(s) to distribute Customer Data to Company for the purpose of performance of the Services. Any restrictions of Customer Data usage that will impact or limit the provision of Services must be disclosed in writing to the Company. The Receiving

Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party and the Receiving Party agree that the foregoing shall apply with respect to the Proprietary Information and the Customer Data for a period of two (2) years following the disclosure thereof, and shall not apply to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

3.2 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data, data or information regarding Customer's activities on Company's website or in connection with the Services, including frequency of visits to the website, data entered when using the website, vital statistics and trends, general information regarding Customer's use of the Services, correlations identified or categorical information regarding the kinds of Customer Data provided, and data derived therefrom ("Aggregate Data")), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose Aggregate Data in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement

in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Campaign Dates as specified in the Media Order, either party may terminate this Agreement for convenience and without penalty by providing the other party thirty (30) days written notice. Customer will pay in full for the Services and media costs up to and including the last day on which the Services are provided.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services and media costs up to and including the last day on which the Services are provided. Upon any termination, Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily delayed either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR WITH

RESPECT TO ANY MARKETING OR INVESTMENT DECISION MADE WHILE USING THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.2 Company shall use reasonable efforts to maintain availability of data sources required for the provision of Services. COMPANY DOES NOT WARRANT THAT THE DATA UTILIZED IN THE PERFORMANCE OF SERVICES WILL BE AVAILABLE IN PERPETUITY, AND THE DATA MAY, DUE TO CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL, BECOME UNAVAILABLE. Under such circumstances, Company may, at its option and expense (a) replace or modify the Services to utilize available data sources, provided that such modification or replacement contains substantially similar features and functionality, (b) seek to renegotiate mutually agreeable terms of the Services with Customer including consideration of alternative data sources and costs that may be associated with obtaining access to those sources.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement

contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

Customer shall hold Company harmless from liability to third parties resulting from (i) infringement by any Customer Data, including any third-party data subscribed to by Customer and provided to Company for the provision of the Services, of any United States patent or any copyright or misappropriation of any trade secret, (ii) any nonfulfillment or breach of any covenant, agreement or other provision of this Agreement by the Customer, (iii) any marketing or investment decision made while using the Services, or (iv) any losses which Company may suffer, sustain or become subject to as a result of any claims or threatened claims against Company arising out of the actions or inactions of Customer with respect to the Customer's business or the terms of this Agreement.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL DATA, EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OUTSIDE COMPANY'S REASONABLE CONTROL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; (D) FOR ANY MARKETING OR

INVESTMENT DECISIONS MADE BY CUSTOMER WHILE USING THE SERVICES; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent, which shall not be unreasonably withheld. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions.

EXHIBIT A

Media Campaign

MAID/Programmatic Advertising – Company will perform all steps necessary to launch media campaign based on input from Customer. Company will identify the target audiences identified by Customer, will acquire the Mobile Advertiser IDs (MAIDs) for these audiences, and will place digital media advertisements to those audiences. It is assumed that Customer will be available and play a proactive role in providing all requested assets, approvals, and feedback in a timely manner.

A campaign brief and media plan will be provided to Customer for approval prior to campaign launch and will outline:

- Campaign Objective
- Flight Dates
- Ad Spend
- Target Audiences (Geo/Demo/Psycho)
- Ad Type(s)
- CPM
- Impressions
- KPIs/Measurements of Success

Reporting – Reports will be provided to Customer on a period agreed upon by Company and Customer. Reports will show campaign spend, number of impressions and click through rate for the campaign to date, and where ads were served, among other key indicators as agreed upon, such as attribution.

Company will provide reporting information on a dynamic dashboard for Customer.

EXHIBIT B

Support Terms

Company will provide product assistance and technical support (e.g. explanation of data and visualization, corrections) to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Mountain Time, with the exclusion of Federal and State (Utah) Holidays ("**Support Hours**"). Customer may contact the Company for product assistance or support by dialing 801-823-0083 or by emailing support@seesource.com.

Whereas Customer has requested product customization, support will also include up to two rounds of revisions of the format and structure of the customized analysis and report. Additional modifications and customization requests will be billed separately at an hourly rate.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Allison Hughes, Support Services Manager
Co-Submitter: Stacey Brechler-Knaggs
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-41: a resolution approving an Intergovernmental Agreement (IGA) between the City of Flagstaff and Coconino County for submission of a grant application and approval upon award of the U.S. Department of Justice, Fiscal Year 2021 Edward Byrne Memorial Justice Assistance (JAG) Grant.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-41 by title only
- 2) City Clerk reads Resolution No. 2021-41 by title only (if approved above)
- 3) Adopt Resolution No. 2021-41

Executive Summary:

Approval of the IGA will enable the City of Flagstaff to pass through U.S. Department of Justice funding to the Coconino County Sheriff's Department for the purchase of four (4) Glock model 45 pistols with sights, holster, magazine pouch, optic, and weapon mounted light. CCSO will also purchase five (5) sets of sights, holster, magazine pouch, optic, and weapon mounted lights to go with existing agency owned handguns.

Financial Impact:

The Fiscal Year 2021 JAG funds have been requested in the amount of \$27,366 of which the City will receive \$19,156 and will pass through \$8,210 to the County.

There is no significant financial impact to the City of Flagstaff in terms of expenditures. This grant is budgeted in FY 2022 in the amount of \$27,366 account number 001-04-062-6101-2-4273.

Policy Impact:

Allows us to provide additional funding to assist Flagstaff Police Department in meeting the communities' expectations in regards to our community policing efforts.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Safe & Healthy Community: Provide public safety with the resources, staff, and training to respond to community needs.
- Inclusive & Engaged Community: Enhance community outreach and engagement opportunities.

Regional Plan

- Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.
- Policy PF.3.4. Maintain emergency management operations to protect life and property during disaster events in natural hazard areas and built environments.

Has There Been Previous Council Decision on This:

Yes - Council approved the previous Intergovernmental Agreement in order to benefit from the Fiscal Year 2020 JAG grant.

Options and Alternatives:

- Approve the Intergovernmental Agreement between the City and County.
- Not approve the IGA between the City and County.

Background/History:

The U.S Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA), was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and spend funds where they are most needed. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state.

Key Considerations:

The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state. The City has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. The disparate allocation occurs when the City is scheduled to received one and one half times more than the County, while the County bears more than 50% of the costs of prosecution of incarceration that arise for Part 1 violent crimes committed in the city. City funds will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we can identify an area that would benefit from additional police presence, these funds will be beneficial in assuring we can provide these necessary services. As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of \$8,210.00 for the JAG funds upon successful award.

Expanded Financial Considerations:

The Fiscal Year 2021 JAG funds have been requested in the amount of \$27,366.00 of which the City will agree to the terms of the Intergovernmental Agreement and pass on the appropriate funds to the County. The County will request a total of \$8,210.00 to be used to purchase four (4) Glock model 45 pistols with sights, holster, magazine pouch, optic, and weapon mounted light. CCSO will also purchase five (5) sets of sights, holster, magazine pouch, optic, and weapon mounted lights to go with existing agency owned handguns.

Community Benefits and Considerations:

The Intergovernmental Agreement will allow the Flagstaff Police Department and the Coconino County Sheriff's Office to utilize the Fiscal Year 2021 Grant funds to prevent and control crime, administer justice and assist crime victims.

Community Involvement:

Inform the Council and public on the application of this grant and intended use of these funds.

Expanded Options and Alternatives:

1. Approve as recommended.
2. Disapprove the IGA with the County and potentially reduce the full funding to City and County.

Attachments: [Res. 2021-41](#)
 [IGA](#)
 [JAG FY21 Program Narrative](#)
 [JAG FY21 Budget Narrative](#)
 [JAG FY21 Review Narrative](#)
 [JAG FY21 Abstract Narrative](#)

RESOLUTION NO. 2021-41

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2021 LOCAL SOLICITATION / CFDA #16.738

RECITALS:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statutes Section 11-952 as a joint exercise of powers; and

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 24th day of August, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A – IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, AZ AND COUNTY OF COCONINO, AZ

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2021 LOCAL SOLICITATION / CFDA #16.738

This Agreement is made and entered into this ____ day of _____, 2021, by and between COCONINO COUNTY, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of FLAGSTAFF, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Coconino County, State of Arizona:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statutes Section 11-952 as a joint exercise of powers; and,

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to serve as fiscal agent for purposes of accepting the JAG program grant award and to pay COUNTY a total of \$8,210.00 (\$7,964 direct amount/\$246 NIBRS 3% set-aside) of JAG funds.

Section 2.

COUNTY agrees to use \$8,210.00 for the purposes outlined in the FY 2021 JAG Program award period of October 1, 2020 through September 30, 2024.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against either party other than claims for which liability may be imposed by the Federal Tort Claims Act. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. Neither party agrees to indemnify or hold harmless the other party.

Section 5.

Notwithstanding any other provision contained herein, this Agreement may be terminated if either party does not receive sufficient grant funds to carry out their purposes under the JAG program. Each party agrees to appropriate funds to continue its effort to apply for funding from the JAG program. If JAG funds are not awarded, the obligations of the parties shall terminate.

Section 6.

Before this Agreement can become effective and binding on either party, it must be approved by the respective governing bodies and the legal counsel of each party.

Section 7.

This Agreement shall remain in effect for the period of October 1, 2020, through September 30, 2024.

Section 8.

The County and the City, as co-applicants, agree to comply with the and Mandatory Award Terms and Conditions, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, and Standard Assurances provisions attached as Exhibit A to this Agreement.

Section 9.

This Agreement may be cancelled pursuant to Arizona Revised Statutes Section 38-511.

Approved by Resolution of the respective governing bodies hereto:

Dated: _____ Dated: _____

CITY OF FLAGSTAFF, AZ

COUNTY OF COCONINO, AZ

Paul Deasy, Mayor

Matt Ryan, Chairman

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM AND PROPER
AUTHORITY:

APPROVED AS TO FORM AND PROPER
AUTHORITY:

City Attorney

Deputy County Attorney

EXHIBIT A

"General Conditions" for OJP Awards in FY 2021

Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "[DOJ Grants Financial Guide](https://ojp.gov/financialguide/DOJ/index.htm)") available at <https://ojp.gov/financialguide/DOJ/index.htm>, including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that

statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant

adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform

Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit

the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any

subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award

appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION**

PROGRAM NARRATIVE (Attachment 1)

The Employer Identification Number (EIN) on the SF-424 is the City of Flagstaff Municipal Government EIN. The Flagstaff Police Department has a vendor number that is 86-6000282, The City of Flagstaff's DUNS number is 088302625, SAMS expiration date 07/09/2022. The Coconino County's DUNS number is 838150878, SAMS expiration date 01/07/2022.

Program Objectives

Flagstaff Police Department (FPD) –

City of Flagstaff, Flagstaff Police Department FPD is applying for \$27,366.00 under the purpose of: LAW ENFORCEMENT PROGRAMS. The FPD portion of \$19,156.20 will fund approximately 319 person-hours of discretionary overtime for officers. As the economy continues to struggle, budget cuts and economic crisis increase the likelihood of crimes therefore the financial impact of these funds cannot be minimized. We will be hard-pressed to meet minimum manning levels and respond to emergencies without going over budget on overtime, even without staffing the extra programs that the community has come to expect.

Coconino County Sheriff's Office (CCSO) –

CCSO is applying for \$8,210.00 under the purpose of: LAW ENFORCEMENT PROGRAMS. The designated Coconino County funds will be utilized to purchase equipment needed to outfit our deputies. In specific, CCSO will purchase four (4) Glock model 45 pistols with sights, holster, magazine pouch, optic, and weapon mounted light. CCSO will also purchase five (5) sets of sights, holster, magazine pouch, optic, and weapon mounted lights to go with existing agency owned handguns. The equipment is essential for Sheriff's deputies to successfully accomplish the goals and objectives of this grant program. The Coconino County Sheriff's Office is seeing increased violent crime in our rural county. Sheriff's deputies patrol rural communities alone with backup sometimes hours away. Most of our county is made up of geographically rugged terrain and rural communities. Our deputies are outfitted with less lethal equipment as well as sidearms. Our agency is transitioning from deputy purchased handguns to agency purchased and issued handguns. Having agency issued handguns will help ensure proper maintenance and repair of handguns as well as reduce agency liability.

Organization Capabilities/Competencies

FPD - We know our strategies work – in calendar year 2020 alone, we were able to focus on Part One crimes, Property crimes and work toward the reduction of DWI-related collisions. The department's effective and consistent application of the methods and principles of CompStat and Community Policing have improved the safety and quality of life for the citizens of Flagstaff.

The City of Flagstaff Grants Management Team (GMT) is composed of the Grants and Contracts Manager, Grants Specialist, Financial Officer/Accountant, and the Project Representative. This team approach has assured the city's success in grant compliance from application to closeout. The GMT ensures all terms and conditions of the grant agreement are followed, provides oversight and monitoring for necessary financial and performance reports,

monitors contract performance, and ensures all evaluation, audit and closeout procedures are met.

The City of Flagstaff has a full-time Grants and Contracts Manager position which involves researching, monitoring, and applying for available municipal-related grants, monitoring, implementing, evaluating, and assuring the compliance of terms and conditions, and in general, is the central coordinator for all grants; which may involve internal auditing and internal accountability for proper grant compliance. The Grants Specialist position provides support to the Grant and Contracts Manager in these functions. The Accountants assigned to the grants have a high level of technical expertise in governmental budgeting and accounting. In addition, the Project Representatives have extensive knowledge in the targeted areas in which they are seeking funds and are responsible for administering the programs.

The City receives numerous federal grants, which are audited yearly by an Independent Auditor on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB 2 CFR Part 200. The Single Audit Report, Schedule of Expenditures of Federal Awards for the past five years, have reflected no audit findings.

The Coconino County Sheriff's Office is highly capable of implementing this project. Key players have been identified to oversee this project. We have a full-time Grants Manager that will monitor, evaluate, and assure the compliance of terms and conditions along with coordinating the implementation and reporting of the project. We have armory staff that will provide required inventory, maintenance, repair, and documentation of the equipment.

Program Activities - Design and Implementation

FPD – When not actively responding to citizen-initiated calls for service, officers will use these funds to conduct proactive enforcement and education in neighborhoods and business areas to reduce crime and improve quality of life. These funds will pay for 319 hours of officer overtime, which will help preserve jobs and be a huge economic benefit to staff. Adding so many hours of “feet-on-the-street” for these community policing, Neighborhood Block Watch and CompStat initiatives will greatly enhance all our efforts toward our public safety mission.

Community Policing programs provide positive community relationships and excellent customer service to the community. Programs included in community policing include the following:

Neighborhood Block Watch: Neighborhood Block Watch meetings serve as a forum for officers to reach the public. Officers attend community support meetings bi-monthly to identify community concerns and crime patterns and make community policing contacts in the form of educational presentations and clean-up projects. In addition to sharing of information, officers develop problem-solving strategies which result in special enforcement projects, and surveillances details.

CompStat is a multifaceted, dynamic approach to crime reduction. Data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using these strategies, department personnel and resources are rapidly deployed. CompStat is a valuable tool for the Flagstaff Police Department and effectively reduces crime and protects property.

CCSO will enter into a Memorandum of Understanding (MOU)/Intergovernmental Agreement with the City of Flagstaff. Once this document has been fully executed, we will follow the County's established best practices procurement methods to purchase the equipment. The armory staff will inventory the handguns, assign to deputies, and provide training.

Project Plan - Impact/Outcomes, Evaluation, and Sustainment

FPD - In line with our community policing philosophy, field personnel use problem-solving methods to address crime, fear of crime and quality of life issues. In addition to sharing information, officers develop problem-solving strategies which resulted in numerous special enforcement projects, surveillances, and assisting nearby agencies with local projects. Many of these activities are a direct result of increased criminal activities in a specific location or neighborhood and the citizen complaints or concerns over these activities. Our various "Safe" programs - Safe Streets, Safe Nights, and Safe Neighborhoods - are examples of programs that have been welcomed by our citizens and merchants. The law-abiding citizens of our community deserve and expect our streets and neighborhoods to be places where they feel safe. The numerous letters, comments and accolades we receive from citizens reinforce the need for these beneficial programs.

Officers apply CompStat process to address citizens concerns of criminal activity, fear of crime and public intoxication in high crime areas. Specific initiatives, directed patrol efforts, and undercover surveillance have proved extremely effective. Officers also worked closely with community members to improve the environmental design and security of high traffic/high crime locations.

CCSO- The impact of transitioning to agency-owned handguns and accessories will be felt on several different fronts. It will provide the deputies with a departmental issued handgun and accessories, which will improve officer safety by providing them an adequate tool for their job. It will also reduce liability to the Coconino County Sheriff's Office and the County. It will also ensure that maintenance will be completed at the required time intervals, as well as ensure proper documentation of the maintenance and repairs of the equipment. Deputies will complete required training prior to being issued the equipment. CCSO Armory staff along with Command Staff will continually evaluate this program and its effectiveness to ensure it remains successful.

The Sheriff's Office is utilizing multiple revenues and grant funding to make the initial purchases of agency owned handguns.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2019 LOCAL SOLICITATION**

BUDGET NARRATIVE (Attachment 2)

The total **\$27,366.00** JAG funds will be divided between the disparate City of Flagstaff (\$19156.20), Flagstaff Police Department (FPD) and Coconino County Sheriff's Office (CCSO) (\$8,210.00). The City share is slated for use as discretionary overtime for our Officers to carry out Community Policing programs and CompStat initiatives.

CITY OF FLAGSTAFF –

A. Personnel

Overtime Cost	Approx. Hrs.	Approx. Hrly Wage (includes ERE)	Total
Police Officer	319	\$ 36.00	\$11,484.00
Overtime Cost	319	\$24 Fringe	\$7,656.00

Fringe Benefits – Fringe benefits are for the personnel listed in budget category B and only for the percentage of time devoted to the project. The fringe benefits on overtime hours are only for FICA; Workman's Compensation, Arizona Public Safety Personnel Retirement employer's contribution, and Long-Term Disability benefit. The percentages shown for these items on the Budget Detail Worksheet are the City of Flagstaff's burden rates for police officers' overtime hours.

COCONINO COUNTY SHERIFFS OFFICE -

G. Subawards / Subrecipient

CCSO is applying for \$8,210.00 under the purpose of: LAW ENFORCEMENT PROGRAMS. The designated Coconino County funds will be utilized to purchase equipment needed to outfit our deputies. In specific, CCSO will purchase four (4) Glock model 45 pistols with sights, holster, magazine pouch, optic, and weapon mounted light. CCSO will also purchase five (5) sets of sights, holster, magazine pouch, optic, and weapon mounted lights to go with existing agency owned handguns. The equipment is essential for Sheriff's deputies to successfully accomplish the goals and objectives of this grant program. The Coconino County Sheriff's Office is seeing increased violent crime in our rural county. Sheriff's deputies patrol rural communities alone with backup sometimes hours away. Our deputies are outfitted with less lethal equipment as well as sidearms. Our agency is transitioning from deputy purchased handguns to agency purchased and issued handguns. Having agency issued handguns will help ensure proper maintenance and repair of handguns as well as reduce agency liability.

GMS APPLICATION NUMBER 2021-

Glock 45	4	\$470.00	\$1,880		\$1,880
Sight	9	\$350.00	\$3,150		\$3,150
Light	9	\$132.00	\$1,188		\$1,188
Holster	10	\$120.00	\$1,200		\$1,200
Night Sight	9	\$56.00	\$504		\$504
Magazine pouch	10	\$28.00	\$280		\$280
Total(s)			\$8,202	\$0	\$8,202

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION**

REVIEW NARRATIVE (Attachment 3)

The City Staff Summary Report for the FY 2021 JAG grant application and the Intergovernmental Agreement will be presented at the August 24, 2021 City Council meeting. These meetings are open to the public and posted in City Hall and on the City's website. To comment on an item that is on the agenda citizens are asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, their name will be called to address the council and provide comment.

In addition, the Coconino County Board of Supervisors will address an agenda item on August 10, 2021 certifying approval of the grant application and an Intergovernmental Agreement between the disparate City of Flagstaff and Coconino County. The County Board meetings are also open to the public to comment on any agenda item.

This year's City funds will be spent to supplement overtime for officer's community policing, special task forces and CompStat initiatives. These funds will pay for approximately 319 hours of Officer overtime which will help our efforts to prevent or reduce property crime and violence. Finally, adding so many "feet-on-the-street" for these important public safety initiatives will greatly enhance all our efforts toward our core mission.

The designated Coconino County funds will be utilized to purchase equipment needed to outfit our deputies. In specific, CCSO will purchase four (4) Glock model 45 pistols with sights, holster, magazine pouch, optic, and weapon mounted light. CCSO will also purchase five (5) sets of sights, holster, magazine pouch, optic, and weapon mounted lights to go with existing agency owned handguns and 1 additional holster. The equipment is essential for Sheriff's deputies to successfully accomplish the goals and objectives of this grant program. The Coconino County Sheriff's Office is seeing increased violent crime in our rural county. Sheriff's deputies patrol rural communities alone with backup sometimes hours away. Our deputies are outfitted with less lethal equipment as well as sidearms. Our agency is transitioning from deputy purchased handguns to agency purchased and issued handguns. Having agency issued handguns will help ensure proper maintenance and repair of handguns as well as reduce agency liability.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION**

ABSTRACT (Attachment 4)

Applicant's Name: City of Flagstaff, Flagstaff Police Department (FPD)

Title of Project: FPD & CCSO – FY 2021 JAG Program

Goals:

FPD - Funding to pay for approximately 319 hours of officer overtime, which will help our continued efforts to prevent or reduce crime and violence. In addition, funds will be applied for the use of allowable administrative costs for the City as the applicant/fiscal agent.

CCSO – The goal of this project is to transition to agency issued handguns assigned to deputies. This will ensure required maintenance and repair adheres to operating standards.

Description of Strategies:

FPD has a proven track record of establishing and maintaining crime prevention programs that elicit cooperation between community members and law enforcement personnel to control, detect and investigate crime. Using Community Policing principles and a CompStat policing model we have achieved a multifaceted, dynamic approach to crime reduction, improving quality of life and resource allocation. Crime data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using CompStat data, department personnel and resources are rapidly deployed to most effectively reduce crime and protect property and relentless follow-up and assessment helps ensure results are achieved.

Coconino County is the second largest county in the United States, spanning over 18,600 square miles. Within our jurisdiction is rugged terrain and in rural areas. Deputies patrol areas alone and backup can take hours to arrive. Having properly maintained equipment is essential for officer safety.

Project Identifiers:

The five project identifiers that meet the criteria for the Edward Byrne Memorial Justice Assistance grant are Community Policing, Community Based Programs, Policing, Crime Prevention and Overtime.

CCSO – The project identifiers that meet the criteria for the FFY21 Edward Byrne Memorial Justice Assistance grant are Community Policing, Community Prosecution, Equipment – General, Officer Safety, Policing, and System Improvements.

Major Deliverables:

FPD – Approximately 319 hours of officer overtime, which will help our efforts to prevent or reduce crime and violence and allowable administrative costs.

CCSO – We will transition to agency issued handguns for deputies over the next two years. With funding from this opportunity, we will be able to begin the process. After purchase, armory staff will inventory, inspect and test weapons, and train deputies.

Coordination Plans:

FPD – Administer Officer Overtime to achieve the project goal by the end of the grant period.

CCSO – We will enter into an Intergovernmental Agreement with the City of Flagstaff. Once this document has been fully executed, we will obtain approval from the County to purchase the equipment, inventory, inspect and test.

This grant will not coordinate with any other justice-related funding and will be used solely for overtime by the City of Flagstaff and for the purchase of the handguns and accessories for the County.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jon Wilson, Recreation Manager
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-40: A resolution approving an amended intergovernmental agreement between Coconino County, Coconino County Juvenile Court Services Department, Coconino County Accommodation School District, and the City of Flagstaff for use of the City's Hal Jensen Recreation Center by the School District for the Juvenile Transition School.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-40 by title only
- 2) City Clerk reads Resolution No. 2021-40 by title only (if approved above)
- 3) Adopt Resolution No. 2021-40

Executive Summary:

City Council approved the original intergovernmental agreement (IGA) for use of the City's Hal Jensen Recreation Center by the School District for its Juvenile Transition School at the July 6, 2021, council meeting. After City Council's approval of the IGA, the State identified two mandatory provisions that needed to be added to the Agreement. The State added Section 3(B)(5), which conditions the parties' obligations under the IGA on the availability of funds, and new Section 11, which pertains to records retention. The State also limited the IGA to one five-year renewal instead of two. These additions do not alter the fundamental terms of the IGA.

With the Transition School scheduled to start classes on August 16, while Council was still on its Summer break, and knowing the minor amendments did not change the fundamental terms of the IGA that had already been approved by Council, the amended IGA was provided to the Mayor for his signature on August 13. The Transition School was, therefore, allowed to start classes on time. The Council is now being asked to ratify the approval of the amended IGA.

Financial Impact:

There might be a slight increase in Utility costs such as water and electricity due to school usage.

Policy Impact:

No policy impacts.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

RESOLUTION NO. 2021-40

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, COCONINO COUNTY JUVENILE COURT SERVICES DEPARTMENT, COCONINO COUNTY ACCOMMODATION SCHOOL DISTRICT AND THE CITY OF FLAGSTAFF FOR USE OF THE CITY'S HAL JENSEN RECREATION CENTER BY THE SCHOOL DISTRICT FOR ITS JUVENILE TRANSITION SCHOOL

RECITALS:

WHEREAS, Coconino County, Coconino County Juvenile Court Services Department, Coconino County Accommodation School District, and the City of Flagstaff desire to enter into an intergovernmental agreement for the use of space in the City's Hal Jensen Recreation Center by the School District for its Juvenile Transition School; and

WHEREAS, the City owns and operates a facility located at 2403 North Izabel Street, Flagstaff, Arizona, commonly known as The Hal Jensen Recreation Center; and

WHEREAS, the School District and Juvenile Court currently operate the Transition School and Juvenile Court Services' Prosocial Success Skills Development Programming, which includes a recreational component; and

WHEREAS, the Transition School is in need of a new location and the Center has sufficient excess space for operation of the Transition School; and

WHEREAS, the parties desire to enter into an agreement establishing the terms and conditions under which the Juvenile Court and the School District will be permitted to utilize space in the Hal Jensen Recreation Center for the express purpose of operating the Transition School; and

WHEREAS, City Council adopted Resolution No. 2021-36 which approved the original version of the intergovernmental agreement (IGA) at the July 6, 2021, council meeting; and

WHEREAS, after City Council's approval of the IGA, the State identified two mandatory provisions that needed to be added to the IGA and limited the renewal term, none of which altered the fundamental terms of the IGA; and

WHEREAS, in order to allow the Transition School to begin classes on time, the amended IGA was executed on August 13, 2021, and Council is now being asked to approve the amended IGA and ratify its execution.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby approves the amended intergovernmental agreement attached hereto as Exhibit A and ratifies the Mayor's execution of the Agreement.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 24th day of August, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT
by and between
Coconino County,
Coconino County Juvenile Court Services,
Coconino County Accommodation School District,
and the
City of Flagstaff

This Intergovernmental Agreement (“Agreement”) is made this ____ day of _____, 2021 by and between Coconino County, a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue, Flagstaff, Arizona, (“County”), the Coconino County Accommodation School District (“School District”), and the City of Flagstaff, an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona (“City”). , and the Coconino County Juvenile Court Services department (“Juvenile Court”) for the use of the City’s Hal Jensen Community Recreation Center (“Center”) by the School District for its Juvenile Transition School (“Transition School”), and Juvenile Court Services’ Prosocial Success Skills Development Programming including Recreational Programs (“Court Programs”). The City, School District, County, and the Juvenile Court may be referred to individually in the Agreement as a Party or collectively as Parties.

RECITALS

- A. The City owns and operates a facility located at 2403 North Izabel Street, Flagstaff, Arizona, commonly known as The Hal Jensen Recreation Center (“Center”); and
- B. The School District and Juvenile Court currently operate the Transition School and Court Programs; and
- C. Funding for the teacher or teachers of the Transition School is funded by the School District; and
- D. The Center has sufficient space for operation of the Transition School and Court Programs; and
- E. The County, Juvenile Court, School District, and City desire to enter an intergovernmental agreement establishing the terms and conditions under which the Juvenile Court and the School District will be permitted to utilize the Center for the express purpose of operating the Transition School and implementing the Court Programs.

NOW THEREFORE, pursuant to A.R.S. § 11-952, authorizing contracts between public agencies for the services or the joint exercise of powers common to both, and the inherent powers of each Party to protect the health and welfare of its constituents, for and in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. DURATION AND TERMINATION.

This Agreement shall be effective on the date first set forth above and shall continue in force and effect for an Initial Term of five (5) years. Upon expiration of the Initial Term, this Agreement may be renewed for up to one (1) successive five (5) year term (each “Renewal Term”) subject to the provisions of this Agreement upon mutual written consent of the Parties. This Agreement may be terminated by any Party upon thirty (30) days written notice of termination delivered to the other Parties. Any Party may terminate this Agreement if sufficient funding is no longer available to carry out that Party’s responsibilities under the Agreement. This Agreement may be terminated by any Party without penalty or further obligation, in accordance with the provisions of A.R.S. § 38-511(A).

2. USE OF THE CENTER FOR TRANSITION SCHOOL

The Transition School will be operated in the upstairs multipurpose room at the Center. In addition to the multipurpose room, the Transition School will have access to the Center restrooms and designated areas for recreational use by students. The Juvenile Court’s Director, the School District’s Superintendent, and the City’s Parks and Recreation Director will develop and maintain an ongoing mutually agreed upon schedule for building utilization and program implementation (“Schedule”). As needed, with a 45 day notice, the schedule may be modified by the City’s Parks and Recreation Director as the City manages its resources. Use of the Center for the Transition School will be limited to school days and programs as agreed upon in the Schedule. School days for the Transition School will correspond to the Flagstaff Unified School District Academic Calendar and hours of operation will be from 8:30am to 2:00pm, unless an alternative schedule is agreed to by the Parties. City staff will be on site to open the Center at the beginning of each school day and a staff member will ensure the complete departure of the Transition School’s staff and student body at the end of each school day. In no event is the Transition School to operate within the Center without a member of City staff being on site.

3. FUNDING; FINANCIAL RESPONSIBILITIES.

A. School Operations:

The County shall be responsible and pay for all expenses associated with the operation of the Transition School and Court Programs except the School District shall be responsible and pay for the salary, benefits, and other related expenses of the teacher or teachers.

B. Multipurpose Room Improvements and Maintenance

The County shall be responsible and pay for the following expenses:

1. Any cost related to increasing the capacity of the upstairs multipurpose room of the Hal Jensen Recreation Center, including providing classroom furniture, equipment such as computers, and storage for school materials.
2. In conjunction with the School District, costs to improve flooring in upstairs classroom as approved by the City’s Parks and Recreation Director.

3. In conjunction with the School District, costs to install and maintain improved broadband and internet access for the benefit of the Transition School and the general Center participants.
4. Any multipurpose room maintenance costs that are attributable to the Transition School's increased use of the area.
5. Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature or other applicable appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the affected party at the end of the period for which funds are available. No liability shall accrue to the affected party in the event this provision is exercised, and the affected party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4. UTILITIES

The City shall pay for all utility costs in the Center, except for upgraded internet services for the Transition School, which will be paid as described in the above Section. The City, School District, and County may join together to improve the overall internet services to the entire Hal Jensen Recreation Center.

5. DAILY OPERATIONAL STANDARDS.

Juvenile Court will provide supervision for all youth under the jurisdiction of Juvenile Court involved in the Transition School and Court Programs. Juvenile Court will ensure Transition School and Court Programs youth will be well-behaved and courteous to City staff and participants co-utilizing the facilities. If Transition School or Court Programs utilize City equipment, Juvenile Court staff will ensure the City's building and equipment are respected, utilized, and taken care of properly. Any damage—intentional, unintentional, or newly identified—will be immediately reported to City staff. If City staff become aware of damage or misuse, they will report the damage to the assigned Juvenile Court staff. The County will repair or replace damaged property when participants under the jurisdiction of Juvenile Court are responsible. The School District will be responsible to repair or replace damaged property if the Transition School youth is not under Juvenile Court jurisdiction. All parties shall work cooperatively to identify any youth who damages property utilizing any available video surveillance systems or witness statements.

Juvenile Court and City staff will have short, daily check-ins with each other to confirm functioning operations or identify areas needing special attention when Transition School or Court Programs are occurring. For the initial six months of operations, the assigned lead staff from the City, School District, and Juvenile Court will have a monthly meeting to determine what improvements or changes are required. After the initial six months, these lead staff will meet quarterly. Changes to Transition School or Court Programs utilization of the Center will be made as needed.

6. FACILITIES AND EQUIPMENT USE AND MAINTENANCE; SUPPLIES.

The City will maintain its facilities and equipment per its normal operating standards.

7. IMPROVEMENTS AND EQUIPMENT AT TERMINATION

The Parties acknowledge that property and equipment used for operation of the Transition School and Court Programs will be purchased and stored at the Center. Upon termination of this Agreement, non-permanent improvements and equipment purchased or created through this Agreement shall revert to the entity that purchased or created the property. For purposes of this Agreement, permanent improvements will be defined as assets and equipment that are not detachable without damaging the Center, such as flooring and other fixed improvements.

8. EMPLOYMENT STATUS.

Juvenile Court employees and volunteers shall at all times remain employees of Juvenile Court, and employees of the School District shall at all times remain employees of the School District. The City shall not have supervisory authority or control over the day-to-day work of the employees or volunteers associated with the Juvenile Court or School District as they deploy the Transition School or Court Programs.

9. INSURANCE.

The County, City, and School District shall each maintain sufficient liability insurance to cover each Party's respective activities associated with this Agreement.

10. INDEMNIFICATION.

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee" from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

11. RECORDS RETENTION.

Pursuant to A.R.S. §§ 35-214 and 35-215, the City, County and the School District shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the City, County and the School District shall produce to the Juvenile Court the original of any or all such records.

12. NOTICES.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

If to the County:	If to the City:	If to the School District:
Steve Peru County Manager 219 East Cherry Avenue Flagstaff, AZ 86001	Greg Clifton City Manager 211 West Aspen Avenue Flagstaff, AZ 86001	Superintendent Coconino County Accommodation School District 2384 North Steves Boulevard Flagstaff, AZ 86004

If to the Juvenile Court:

The Juvenile Court
 Services Director
 Coconino County Juvenile
 Court Services
 1001 East Sawmill Road
 Flagstaff, AZ 86001

13. AUTHORITY TO CONTRACT.

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authority the same.

14. GOVERNING LAW.

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

15. DISPUTE RESOLUTION.

The Parties shall have the right to litigate any disputes which arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party. To the extent required by A.R.S. § 12-1518, the parties to this Agreement agree to resolve all disputes arising out of or relating to this contract through arbitration.

16. AGENTS, EMPLOYEES, AND CONTRACTORS.

Agents, employees and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.

17. LEGAL WORKERS.

As mandated by A.R.S. § 41-4401, each Party (a) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with A.R.S. § 23-214(A); (b) acknowledges that a breach of the warranty in subsection (a) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and (c) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

18. CONSTRUCTION.

This Agreement shall be construed and in accordance with its fair meaning. This Agreement shall not be construed for or against either Party.

19. INTEGRATION; MODIFICATION.

All Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

20. NO ASSIGNMENT; BINDING EFFECT.

This Agreement is not assignable by any of the Parties. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the non-assigning Party.

21. SEVERABILITY.

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.

22. WAIVER.

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

23. NON-DISCRIMINATION

Each Party shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

24. HEADINGS.

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be implemented as of the day and year first above written.

City of Flagstaff

Coconino County

**Coconino County
Accommodation School
District**

Paul Deasy
Mayor

Matt Ryan
Chairman, Board of Supervisors

Superintendent

Dated: _____

Dated: _____

Dated: _____

Attest:

Attest:

Attest:

City Clerk

Clerk of the Board

The Justice Court

Dated: _____

Dated: _____

Dated: _____

Approved as to form and as being within the powers and authority granted under the laws of the State of Arizona to the City of Flagstaff:

Approved as to form as being within the powers and authority granted under the laws of the State of Arizona to Coconino County:

City Attorney

Deputy County Attorney

School District Counsel

Dated: _____

Dated: _____

Dated: _____

**Coconino County Juvenile
Court**

Director

Dated: _____

Attest:

Dated: _____

Court Council Attorney General

Dated: _____



Casie Lightfoot
Director

Honorable Ted S. Reed
Presiding Juvenile Court Judge

Honorable Angela R. Kircher
Judge Pro Tempore

August 11, 2021

Flagstaff City Council,

Attached, please find the signed IGA between the City of Flagstaff, Coconino County, the Accommodation School District and the Coconino County Juvenile Court for the use of the Hal Jensen Recreation Center. After the city signed the original IGA, but prior to the other parties signing the form, it came to our attention that it lacked two mandated clauses to meet the statutory requirements of an IGA through the Attorney General's Office. Those requirements do not change the overall nature of the agreement but should be highlighted as changed from the original form. Those changes were:

1. *Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature or other applicable appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the affected party at the end of the period for which funds are available. No liability shall accrue to the affected party in the event this provision is exercised, and the affected party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.*
2. *Pursuant to A.R.S. §§ 35-214 and 35-215, the City, County and the School District shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the City, County and the School District shall produce to the Juvenile Court the original of any or all such records.*
 - A. *The renewal periods exceed the ten year maximum set forth in A.R.S. § 11-952J for Court related IGAs.*

The attached IGA reflects these additions and the change to the original term.

Thank you for your support of this project and joint endeavor. We, and the Attorney General's office, apologize for the added step in this process.

Respectfully,



Casie Lightfoot
Director, Coconino County Juvenile Court
clightfo@courts.az.gov
928-226-5506

INTERGOVERNMENTAL AGREEMENT

**by and between
Coconino County,
Coconino County Juvenile Court Services,
Coconino County Accommodation School District,
and the
City of Flagstaff**

This Intergovernmental Agreement (“Agreement”) is made this ____ day of _____, 2021 by and between Coconino County, a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue, Flagstaff, Arizona, (“County”), the Coconino County Accommodation School District (“School District”), the City of Flagstaff, an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona (“City”), and the Coconino County Juvenile Court Services department (“Juvenile Court”) for the use of the City’s Hal Jensen Community Recreation Center (“Center”) by the School District for its Juvenile Transition School (“Transition School”), and Juvenile Court Services’ Prosocial Success Skills Development Programming including Recreational Programs (“Court Programs”). The City, School District, County, and the Juvenile Court may be referred to individually in the Agreement as a Party or collectively as Parties.

RECITALS

- A. The City owns and operates a facility located at 2403 North Izabel Street, Flagstaff, Arizona, commonly known as the Hal Jensen Recreation Center (“Center”); and
- B. The School District and Juvenile Court currently operate the Transition School and Court Programs; and
- C. Funding for the teacher or teachers of the Transition School is funded by the School District; and
- D. The Center has sufficient space for operation of the Transition School and Court Programs; and
- E. The County, Juvenile Court, School District, and City desire to enter an intergovernmental agreement establishing the terms and conditions under which the Juvenile Court and the School District will be permitted to utilize the Center for the express purpose of operating the Transition School and implementing the Court Programs.

NOW THEREFORE, pursuant to A.R.S. § 11-952, authorizing contracts between public agencies for the services or the joint exercise of powers common to both, and the inherent powers of each Party to protect the health and welfare of its constituents, for and in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. DURATION AND TERMINATION.

This Agreement shall be effective on the date first set forth above and shall continue in force and effect for an Initial Term of five (5) years. Upon expiration of the Initial Term, this Agreement may be renewed for up to two (2) successive five (5) year terms (each "Renewal Term") subject to the provisions of this Agreement upon mutual written consent of the Parties. This Agreement may be terminated by any Party upon thirty (30) days written notice of termination delivered to the other Parties. Any Party may terminate this Agreement if sufficient funding is no longer available to carry out that Party's responsibilities under the Agreement. This Agreement may be terminated by any Party without penalty or further obligation, in accordance with the provisions of A.R.S. § 38-511(A).

2. USE OF THE CENTER FOR TRANSITION SCHOOL.

The Transition School will be operated in the upstairs multipurpose room at the Center. In addition to the multipurpose room, the Transition School will have access to the Center restrooms and designated areas for recreational use by students. The Juvenile Court's Director, the School District's Superintendent, and the City's Parks and Recreation Director will develop and maintain an ongoing mutually agreed upon schedule for building utilization and program implementation ("Schedule"). As needed, with a 45-day notice, the schedule may be modified by the City's Parks and Recreation Director as the City manages its resources. Use of the Center for the Transition School will be limited to school days and programs as agreed upon in the Schedule. School days for the Transition School will correspond to the Flagstaff Unified School District Academic Calendar and hours of operation will be from 8:30am to 2:00pm, unless an alternative schedule is agreed to by the Parties. City staff will be on site to open the Center at the beginning of each school day and a staff member will ensure the complete departure of the Transition School's staff and student body at the end of each school day. In no event is the Transition School to operate within the Center without a member of City staff being on site.

3. FUNDING; FINANCIAL RESPONSIBILITIES.

A. School Operations:

The County shall be responsible and pay for all expenses associated with the operation of the Transition School and Court Programs except the School District shall be responsible and pay for the salary, benefits, and other related expenses of the teacher or teachers.

B. Multipurpose Room Improvements and Maintenance

The County shall be responsible and pay for the following expenses:

1. Any cost related to increasing the capacity of the upstairs multipurpose room of the Hal Jensen Recreation Center, including providing classroom furniture, equipment such as computers, and storage for school materials.
2. In conjunction with the School District, costs to improve flooring in the upstairs classroom as approved by the City's Parks and Recreation Director.
3. In conjunction with the School District, costs to install and maintain improved broadband and internet access for the benefit of the Transition School and the general Center participants.

4. Any multipurpose room maintenance costs that are attributable to the Transition School's increased use of the area.

4. UTILITIES.

The City shall pay for all utility costs in the Center, except for upgraded internet services for the Transition School, which will be paid as described in the above Section. The City, School District, and County may join together to improve the overall internet services to the entire Hal Jensen Recreation Center.

5. DAILY OPERATIONAL STANDARDS.

Juvenile Court will provide supervision for all youth under the jurisdiction of Juvenile Court involved in the Transition School and Court Programs. Juvenile Court will ensure Transition School and Court Programs youth will be well-behaved and courteous to City staff and participants co-utilizing the facilities. If Transition School or Court Programs utilize City equipment, Juvenile Court staff will ensure the City's building and equipment are respected, utilized, and taken care of properly. Any damage—intentional, unintentional, or newly identified—will be immediately reported to City staff. If City staff become aware of damage or misuse, they will report the damage to the assigned Juvenile Court staff. The County will repair or replace damaged property when participants under the jurisdiction of Juvenile Court are responsible. The School District will be responsible to repair or replace damaged property if the Transition School youth is not under Juvenile Court jurisdiction. All parties shall work cooperatively to identify any youth who damages property utilizing any available video surveillance systems or witness statements.

Juvenile Court and City staff will have short, daily check-ins with each other to confirm functioning operations or identify areas needing special attention when Transition School or Court Programs are occurring. For the initial six months of operations, the assigned lead staff from the City, School District, and Juvenile Court will have a monthly meeting to determine what improvements or changes are required. After the initial six months, these lead staff will meet quarterly. Changes to Transition School or Court Programs utilization of the Center will be made as needed.

6. FACILITIES AND EQUIPMENT USE AND MAINTENANCE; SUPPLIES.

The City will maintain its facilities and equipment per its normal operating standards.

7. IMPROVEMENTS AND EQUIPMENT AT TERMINATION.

The Parties acknowledge that property and equipment used for operation of the Transition School and Court Programs will be purchased and stored at the Center. Upon termination of this Agreement, non-permanent improvements and equipment purchased or created through this Agreement shall revert to the entity that purchased or created the property. For purposes of this Agreement, permanent improvements will be defined as assets and equipment that are not detachable without damaging the Center, such as flooring and other fixed improvements.

8. EMPLOYMENT STATUS.

Juvenile Court employees and volunteers shall at all times remain employees of Juvenile Court, and employees of the School District shall at all times remain employees of the School District.

The City shall not have supervisory authority or control over the day-to-day work of the employees or volunteers associated with the Juvenile Court or School District as they deploy the Transition School or Court Programs.

9. INSURANCE.

The County, City, and School District shall each maintain sufficient liability insurance to cover each Party's respective activities associated with this Agreement.

10. INDEMNIFICATION.

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee" from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers

11. NOTICES.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

If to the County:

Steve Peru
County Manager
219 East Cherry Avenue
Flagstaff, AZ 86001

If to the City:

Greg Clifton
City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

If to the School District:

Superintendent
Coconino County
Accommodation School
District
2384 North Steves
Boulevard
Flagstaff, AZ 86004

If to the Juvenile Court:

The Juvenile Court
Services Director
Coconino County Juvenile
Court Services
1001 East Sawmill Road
Flagstaff, AZ 86001

12. AUTHORITY TO CONTRACT.

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authority the same.

13. GOVERNING LAW.

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

14. DISPUTE RESOLUTION.

The Parties shall have the right to litigate any disputes which arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party. To the extent required by A.R.S. § 12-1518, the parties to this Agreement agree to resolve all disputes arising out of or relating to this contract through arbitration.

15. AGENTS, EMPLOYEES, AND CONTRACTORS.

Agents, employees and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.

16. LEGAL WORKERS.

As mandated by A.R.S. § 41-4401, each Party (a) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with A.R.S. § 23-214(A); (b) acknowledges that a breach of the warranty in subsection (a) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and (c) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

17. CONSTRUCTION.

This Agreement shall be construed and in accordance with its fair meaning. This Agreement shall not be construed for or against either Party.

18. INTEGRATION; MODIFICATION.

All Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified

or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

19. NO ASSIGNMENT; BINDING EFFECT.

This Agreement is not assignable by any of the Parties. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the non-assigning Party.

20. SEVERABILITY.

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.

21. WAIVER.

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

22. NON-DISCRIMINATION.

Each Party shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

23. HEADINGS.

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be implemented as of the day and year first above written.

City of Flagstaff

Coconino County

**Coconino County
Accommodation School
District**

Paul Deasy
Mayor

Matt Ryan
Chairman, Board of Supervisors

Superintendent

Dated: _____

Dated: _____

Dated: _____

Attest:

Attest:

Attest:

City Clerk

Clerk of the Board

The Justice Court

Dated: _____

Dated: _____

Dated: _____

Approved as to form and as being within the powers and authority granted under the laws of the State of Arizona to the City of Flagstaff:

Approved as to form as being within the powers and authority granted under the laws of the State of Arizona to Coconino County:

City Attorney

Deputy County Attorney

School District Counsel

Dated: _____

Dated: _____

Dated: _____

**Coconino County Juvenile
Court**

Director

Dated: _____

Attest:

Dated: _____

Court Council Attorney General

Dated: _____

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Mark Gaillard, Fire Chief
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration and Adoption of Ordinance No. 2021-19: An ordinance amending Chapter 5 of the City Code pertaining to the establishment of fees for fire department services outside the City Limits.

STAFF RECOMMENDED ACTION:

At the August 24, 2021 Council Meeting:

- 1) Read Ordinance No. 2021-19 by title only for the first time
- 2) City Clerk reads Ordinance No. 2021-19 by title only (if approved above)

At the September 7, 2021 Council Meeting:

- 3) Read Ordinance No. 2021-19 by title only for the final time
- 4) City Clerk reads Ordinance No. 2021-19 by title only (if approved above)
- 5) Adopt Ordinance No. 2021-19

Executive Summary:

Staff requests that City Council adopt clarifying language to improve the implementation of 5-01-001-0001 FIRE PROTECTION; COUNTY ISLANDS; AND OTHER SELECTED UNINCORPORATED PROPERTY. The ordinance provides clarity by specifying that the assessed value to be used for the purposes of determining fees is the same category of assessed value used by the City for determining taxes. Additionally, code language that had expired due to sunset provisions is removed.

Financial Impact:

The use of the Primary Net Assessed Value (Limited Cash Value) has the potential to lower City revenues 15%. An offsetting factor is the current assessed valuation is increasing by approximately 5% annually.

Policy Impact:

The ordinance will bring consistency to the determination of fees for service consistent with the manner the City determines taxes. The Primary Net Assessed Value (Limited Cash Value) will be used to compute fees vs. the Secondary Net Assessed Value (Full Cash Value).

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance -Enhance the organization's fiscal stability and increase efficiency and effectiveness

Safe and Healthy Community-Provide public safety with the resources, staff, and training to respond to community needs

Regional Plan

Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

Since 1986, the City Council has from time to time amended this code section. Most recently in November of 2018, The City Council affirmed the 18% surcharge and changed the City Code to also use the 18% when billing for responses to non-contracted parties. Additionally at that time, the City Council changed the use of the Consumer Product Index as an annual contract inflator to a flat 2% increase annually.

Options and Alternatives:

- A. Approve the proposed ordinance and provide staff clarity on the use of assessed value.
- B. Leave Chapter 5 of the City Code and direct staff to continue to use the Full Cash Value assessed value.

Background/History:

The City of Flagstaff has approximately 200 contracts with private property owners for Fire/Rescue/Emergency Medical Services to parcels outside the city limits. Additionally Two Fire Districts (Lockett Ranch Fire District and Westwood Estates Fire District), contract for services via an intergovernmental agreement (IGA) for services.

Key Considerations:

For the purposes of calculating the fee, City practice has been to use the Secondary Net Assessed Value (sometimes referred to as the Full Cash Value) as provided by the Coconino County Assessor. Beginning in the 2015 tax year, changes in Arizona Tax Law were implemented due to the voter approved amendment to the state constitution known as Prop 117. This measure compelled Cities, Towns, and Fire Districts to use the Primary Net Assessed Value (sometimes referred to as the Limited Assessed Value.) In discussing the Lockett Ranch IGA with the City, it was pointed out that the methodology used by the City still used the Full Cash AV. In discussing this issue with the Finance Director Brandi Suda, she confirmed that the City had used the Full Cash AV but also converted to the Limited AV as required by Prop 117.

Staff believes the intent of the City Code is to apply a fee that is composed of applying the combined Primary and Secondary Tax rate to the same AV methodology used by the city and paid by (city residents) as applied to the protected contracting party and then add an 18% surcharge.

Attachments: [Ord. 2021-19](#)

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING SECTION 5-01-001-0001 OF THE FLAGSTAFF CITY CODE REGARDING FIRE PROTECTION SERVICES IN COUNTY ISLANDS AND OTHER SELECTED UNINCORPORATED PROPERTY; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City's fire protection rate, which applies to contracts with individuals and with fire districts in unincorporated areas of Coconino County, is based upon the primary and secondary property tax rates for the City of Flagstaff as determined by the City Council and collected by the County Assessor; and

WHEREAS, the City's costs to provide fire protection services have not declined; and

WHEREAS, the City desires a more efficient and equitable way to calculate non-contract rates to be fair to the City and the parties subject to the rates.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. SECTION 5-01-001-0001 of the Flagstaff City Code of Ordinances is hereby amended as follows, with deleted text stricken through and new text underlined:

A. The ~~CITY Flagstaff Fire Department is hereby authorized, but not required, to~~ MAY enter into service agreements **TO PROVIDE FIRE PROTECTION SERVICES** for the following areas not in the boundaries of the City, as recommended by the Fire Chief and approved by the City Manager:

1. Property surrounded by the City but not within the boundaries, i.e., County islands; or
2. Other unincorporated property as recommended by the Fire Chief and City Manager, and reviewed and approved by the City Council on a case-by-case basis.

THE MAXIMUM TERM OF A SERVICE AGREEMENT IS FIVE (5) YEARS.

B. The fire protection services ~~described above~~ **BASE CONTRACT RATE shall be provided only on the following basis: SHALL BE ESTABLISHED USING THE CITY OF FLAGSTAFF PRIMARY TAX RATE PLUS THE SECONDARY PROPERTY TAX RATE FOR THE PRECEDING FISCAL YEAR, PER ONE HUNDRED DOLLAR (\$100.00) OF THE ASSESSED VALUE OF THE PROPERTY LOCATED WITHIN THE CONTRACT SERVICE AREA, AS ESTABLISHED BY THE COCONINO COUNTY ASSESSOR ANNUALLY AND USED BY THE CITY FOR TAXATION OF PROPERTY, PLUS EIGHTEEN PERCENT (18%). THE BASE**

CONTRACT RATE IS ESTABLISHED AT THE TIME OF CONTRACT FORMATION. IF THE SERVICE AGREEMENT HAS A TERM OF MORE THAN ONE (1) YEAR, THE CONTRACT RATE SHALL INCREASE BY TWO PERCENT (2%) ANNUALLY UNTIL THE EXPIRATION OR TERMINATION OF THE SERVICE AGREEMENT.

~~1.— The fire protection services rate, beginning July 1, 2010, for fire districts and individual service contracts (including County islands), receiving services in fiscal year 2009-2010 under this section, shall be based on the actual fire contract amount established in fiscal year 2009-2010 in addition to a surcharge of eighteen percent (18%) of the fiscal year 2009-2010 contract amount (the "base contract rate").~~

~~2.— The City may, at its sole discretion, offer an alternative funding schedule to those fire districts receiving fire protection services from the City in 2009-2010. The purpose of this alternative funding schedule will be to distribute the eighteen percent (18%) annual rate increase in 2010 over an ensuing contract period not to exceed five (5) years. It is intended that the annual increase will be equal to the total fees generated through the five (5) year contract period as if the eighteen percent (18%) increase was applied in 2010. In no instance shall the period allowed for the purpose of this funding alternative exceed a five (5) year time frame.~~

~~3.— In addition to the eighteen percent (18%) contract increase, or the alternative multi-year increment, the base contract rate shall be increased on an annual basis by two percent (2%). This rate shall be applied to all fire districts and individual contracts developed under this section.~~

~~4.— For all new contracts established after the effective date of the ordinance codified in this section, including fire districts, individual contracts, including County islands, the fire protection services rate shall be established using the City of Flagstaff primary and secondary property tax rate for the preceding fiscal year, per one hundred dollar (\$100.00) assessed value of the affected property, as established by the most recent Coconino County Property Appraiser's Office, plus eighteen percent (18%); this will then become the base contract rate for those contracts.~~

C. In the absence of a written contract, an implied contract shall exist between the City and the property owner which provides for reimbursement to the City at an hourly rate (rounded to the nearest whole dollar) based on the average hourly full burden rate of a three (3) person engine/water tender company (current salary for top step captain/paramedic, engineer/paramedic, firefighter/paramedic) plus the hourly cost of the unit based upon the current cost set forth in the Arizona State Fire Agreement contract with the City of Flagstaff. For a battalion chief (BC) it is the hourly full burden rate (current hourly for top step) plus a flat rate for the vehicle based upon the rate in the current Arizona State Fire Agreement with the City of Flagstaff. A one (1) hour minimum will be assessed for all but false alarms.

1. This rate may be applied to other Fire Department costs, such as hazardous materials response or other auxiliary services.

2. In addition to the above rates, an eighteen percent (18%) surcharge will also be applied to the cost.

D. Extraordinary costs (costs greater than one thousand dollars (\$1,000.00)), costs for equipment and supplies, and personnel costs necessary to maintain adequate City coverage may

also be recovered on a cost basis.

E. In a collection action to recover the City's costs based upon the implied contract referred to in subsection (C) of this section, the City is authorized to utilize all equitable and legal remedies, including a lien upon the affected property as provided in the Arizona Revised Statutes.

F. There shall be no duty for the City of Flagstaff to respond to property in an unincorporated area not covered by a fire contract. However, if a threat exists to the City of Flagstaff or other contract properties; or if, when dispatched, the Fire Department is not certain of the status of the property, the Fire Department responders shall have the discretion to act in the interest of public safety.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of September, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Deputy City Manager
Co-Submitter: Greg Clifton
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration and Adoption of Ordinance No. 2021-20: An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Parks, Recreation and Open Space Division in City Code.

STAFF RECOMMENDED ACTION:

At the August 24, 2021 Council Meeting:

- 1) Read Ordinance No. 2021-20 by title only for the first time
- 2) City Clerk reads Ordinance No. 2021-20 by title only (if approved above)

At the September 7, 2021 Council Meeting:

- 3) Read Ordinance No. 2021-20 by title only for the final time
- 4) City Clerk reads Ordinance No. 2021-20 by title only (if approved above)
- 5) Adopt Ordinance No.2021-20

Executive Summary:

In accordance with City Charter Article IV Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

The City Manager's office has evaluated the organizational structure and has determined there is great benefit to having Parks, Recreation and Open Space be a separate division and part of the City's Leadership Team. This would move Parks, Recreation and Open Space from being a Public Works section to a division reporting to a Deputy City Manager.

In addition to the creation of this division, City staff wanted to make City Council aware the Public Works Director, Andy Bertelsen, will become the interim Water Services Director effective September 6, 2021. Given Mr. Bertelsen's move to Water Services, Scott Overton will become the interim Public Works Director effective on the same date.

Financial Impact:

There is budgetary impact when reclassifying the current Parks and Recreation Director from a Section Head to a Division Director. Funding will be discussed with the Budget Team.

The interim Water Services Director funding will be covered within the existing Water Service Administration budget and the interim Public Works Director will be covered within the existing funding split for the position.

Policy Impact:

This reorganization will impact the structure section of the Employee Advisory Committee policy 1-10-070 in the Employee Handbook of Regulations. If this ordinance is approved, the Employee Advisory Committee policy changes will be brought to City Council for consideration.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2021-20

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO ESTABLISH THE PARKS, RECREATION AND OPEN SPACE DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this reorganization of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, the City's needs are best met having a Parks, Recreation and Open Space Division.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. Amend City Code 1-18-001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and ~~ten (10)~~ **ELEVEN (11)** divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager.

The ~~ten (10)~~ **ELEVEN (11)** divisions shall be:

- A. FIRE, headed by the Fire Chief.
- B. POLICE, headed by the Police Chief.
- C. PUBLIC WORKS, headed by the Public Works Director.
- D. MANAGEMENT SERVICES, headed by the Management Services Director.
- E. WATER SERVICES, headed by the Water Services Director.
- F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.
- G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

- H. INFORMATION TECHNOLOGY, headed by the Information Technology Director.
- I. HUMAN RESOURCES, headed by the Human Resources Director.
- J. ENGINEERING and CAPITAL IMPROVEMENTS, headed by the City Engineer.
- K. PARKS, RECREATION AND OPEN SPACE, HEADED BY THE PARKS, RECREATION AND OPEN SPACE DIRECTOR.**

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of September 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE:

Consideration and Possible Action: Revisions to City Council Rules of Procedure and Un-Suspension of the Rules

STAFF RECOMMENDED ACTION:

1. Revise meeting times in Rule 3.01 "Regular Meeting" and Rule 3.03 "Work Sessions and Agenda Review" effective September 7, 2021.
2. Un-Suspend Rule 5.01 effective September 7, 2021.

Executive Summary:

In April 2021, Council approved changes to the City Council Rules of Procedure. One of the changes adjusted the meeting times for Regular Council Meetings. The meeting times were adjusted for a 3:00 p.m. start time for routine items and a 5:00 p.m. start time for regular items. No changes were made to the time for Work Sessions and they remain at a 6:00 p.m. start time. These changes are set to come into effect once Council un-suspends the Rules of Procedure that have allowed the 3:00 p.m. start time during the COVID-19 pandemic.

At the June 29, 2021 Work Session, Council expressed interest in revisiting the start times for Council Meetings. The discussion included the possibility of starting all meetings at a uniform time with more routine items slated first and the public interest items later in the agenda.

As mentioned, Council is currently operating under a suspension of Rule 5.01. This suspension was put in place on April 7, 2020 to allow flexibility in meeting agendas and times during COVID and while in a fully virtual setting. With Council moving to a hybrid model for meetings it may be time to consider un-suspending the rule to allow the normally set meeting times and meeting procedures to come into effect.

Should Council desire to make changes to the Rules of Procedure with regard to meeting times, staff will implement the changes for the September 7, 2021 meeting, unless otherwise directed, and bring the amended Rules of Procedure for adoption at the September 7, 2021 meeting. The amendments will also include minor changes throughout to recognize the new hybrid format for meetings, Executive Session meeting times, and the order of business for agendas.

Financial Impact:

None

Policy Impact:

None

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

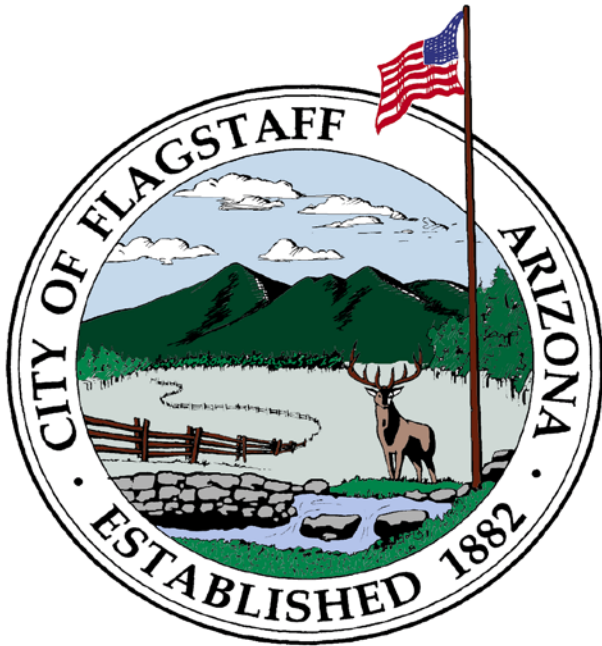
Inclusive & Engaged Community

Previous Council Decision on This:

April 7, 2020 - Council temporarily suspended Rule 5.01 of the Rules of Procedure due to COVID-19 pandemic.

April 6, 2021 - Rules of Procedure amended for 3:00 p.m. and 5:00 p.m. start time for Regular Meetings.

Attachments: Current Rules of Procedure
 Presentation



FLAGSTAFF CITY COUNCIL RULES OF PROCEDURE

APRIL 6, 2021

RULES OF PROCEDURE
for the
FLAGSTAFF CITY COUNCIL

Rule 1
GENERAL RULES

[Flagstaff City Charter Art. II, §14]

1.01 Rules of Procedure; Journal

The Council shall determine its own rules and orders of business and shall provide for keeping a record of its proceedings. The record of proceedings shall be open to public inspection.

1.02 Written Rules, Order of Business, and Procedure

These Rules of Procedure of the Council shall be available to all interested citizens.

Rule 2
CODE OF CONDUCT & CONFLICTS OF INTEREST

2.01 Code of Conduct

City Councilmembers occupy positions of public trust. All actions and business transactions of such officials dealing in any manner with public funds shall be in compliance with all laws or ordinances establishing a code of conduct for public officials or pertaining to conflicts of interest of public officials or employees.

2.02 Participation and Voting Bar [A.R.S. §38-503]

Any Councilmember prohibited from participating or voting on any matter before the City by the state conflict of interest laws shall make known such conflict on the record of any meeting where the item is discussed, and shall not enter into discussion, debate, or vote on such matter.

Rule 3
COUNCIL MEETINGS

[Flagstaff City Charter Art. II, §12 and 13]

3.01 Regular Meetings

The City Council shall hold regular meetings on the first and third Tuesday of January, February, March, April, May, June, September, October, November, and December, and on the first Tuesday of July and third or fourth Tuesday of August unless a majority of the Council decides to postpone or cancel such meeting. No change shall be made in regular meeting times or place without a published seven day notice.

Regular meetings shall consist of a 3:00 p.m. and 5:00 p.m. meeting. The 3:00 p.m. portion of the meeting will include Approval of Minutes, Appointments, Liquor License Hearings, Consent Items, Routine Items, and Legislative Updates. At the agenda review work session one week prior to the regular Council Meeting, the City Council may direct that any of the agenda items be moved to the 3:00 p.m. or 5:00 p.m. portion of the meeting. At the 3:00 p.m. meeting, the Council may vote to defer any item on that portion of the agenda to the 5:00 p.m. meeting.

The 5:00 p.m. meeting is intended for items of specific interest to the community or items that may require extended discussions, as well as advertised public hearings. The agenda shall include carryover items from the 3:00 p.m. meeting, public hearings, regular agenda items, and discussion items.

If the day fixed for any regular meeting of the Council falls upon a day which the City observes as a legal holiday, the meeting may be cancelled or held at a time and date designated by the Council. All regular meetings of the Council shall be held in the City Hall Council Chambers. No change shall be made in regular meeting times without a published seven-day notice. However, the Mayor or City Manager may change the Council meeting location to adjust to a specific need for additional space required to accommodate a large citizen turnout, upon giving the public notice of such change pursuant to notice requirements. All regular meetings of the Council shall be open to the public.

3.02 Special Meetings

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda; this notice shall be given personally, or by telephone, to each member of the Council, the City Manager, and the City Attorney, and shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, Rule 3.05 pertaining to emergency meetings shall be followed.

3.03 Work Sessions and Agenda Review

Work sessions are public meetings held for the following purposes: (1) briefing Councilmembers on items included on the Council's regular meeting agenda, (2) discussion of long range plans and programs for which no immediate action is required, (3) detailed discussion of matters which may soon be placed on a regular meeting agenda, and (4) exchange of information between the staff and Council. No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent the Council from giving staff direction on any matter under discussion. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.

The City Council may hold work sessions every second and fourth Tuesday of each month at 6:00 p.m. When there are five Tuesdays in a month, work sessions will be held on the

second and fifth Tuesdays, and the fourth Tuesday will be available for holding a work session, either at City Hall or throughout the community. No meetings will be held on the last Tuesday of December, unless otherwise agreed to by a majority of the Council.

The work session held the Tuesday prior to a regular Council meeting shall include a review of the action items on the next week's regular Council agenda. In the agenda review, the Council may discuss items on the next week's agenda and give direction to the City Manager as to additional information needed. Public comment need not be taken, but may be accepted, at the discretion of the Chair.

No work sessions will be held during the summer break unless called as a special meeting as provided in Section 3.02 of these Rules.

3.04 Executive Sessions [A.R.S. §38-431.03]

The Council may meet in, or recess into, executive session for all purposes allowed by law. The City Manager shall schedule any such meetings on the second and fourth Tuesdays at 4:00 p.m., or earlier as the need arises, prior to work sessions, but an executive session may be scheduled at any other time where circumstances require more immediate action. When there are five Tuesdays in a month, executive sessions shall be held on the second and fifth Tuesday at 4:00 p.m., or earlier, as needed. An executive session may be convened at a special meeting called for that purpose on a majority vote of the members of the Council, or during a regular meeting, special session, or work session of the Council for legal advice on matters on a meeting's properly noticed agenda. Attendance at the executive session shall be limited to members of the City Council, the City Manager and City Attorney or their designees, and appropriate City staff or consultants to the City as the Council may invite or as may be required for advice or information. No formal vote involving final action shall be taken on any matter under discussion while in an executive session, except the Council may instruct its attorneys and representatives as allowed by law.

3.05 Emergency Meetings [A.R.S. §38-431.02]

In case of an actual emergency, the Council may hold a meeting, including an executive session, upon such notice as is appropriate to the circumstances, but shall post a public notice within twenty-four hours declaring that an emergency session has been held, and setting forth the agenda of specific items discussed, considered, or decided.

3.06 Minutes of Meetings [A.R.S. §38-431.01]

Except as otherwise provided by state law, there shall be minutes of all Council meetings. Such minutes shall include, but need not be limited to: (1) the date, time, and place of the meeting; (2) the members of the City Council recorded as either present or absent; (3) a general description of the matters considered; (4) an accurate description of all legal actions proposed, discussed, or taken, and the names of members who propose each motion; and (5) the name of persons, as given, making statements or presenting material to the Council and a reference to the legal action about which they made statements or presented material. Minutes of all meetings, except executive sessions, shall be open to public inspection.

Rule 4
THE COUNCIL AGENDA

4.01 Procedures for Preparation of Council Agendas

All reports, communications, ordinances and resolutions, contracts or other documents, or other matters to be submitted to the Council as part of the Council meeting agenda packet shall be available to the Council, along with a staff summary by the Friday preceding the agenda review work session for the draft agenda and by the Friday preceding the regular meeting for the regular agenda. The City Manager shall review items submitted for timeliness and completeness of information.

Those items which are approved for the Council agenda by the City Manager shall be placed on the agenda in accordance with the order prescribed in Rule 5. Copies of the agenda and any background material shall be disseminated to the Mayor and the City Council in the manner prescribed by the Council; to the City Manager, the Deputy City Managers, the City Attorney, and the City Clerk; and shall be made available to the public on the Friday preceding the Council meeting at which the agenda will be reviewed.

Should a Councilmember wish to share information regarding an item on an agenda other than under the F.A.I.R. process, copies may be distributed on the dais.

The agenda shall be made public in advance of the meeting by posting on the regular public posting board at City Hall and on the City's website. Such action shall be taken concurrently with the furnishing of the agenda to the City Council.

4.02 Future Agenda Item Requests (F.A.I.R.)

The City Manager shall consider any request by a Councilmember to include an item on the Future Agenda Item Request (FAIR) portion of the agenda. A Councilmember may submit an item for consideration in a public meeting during To/From and the City Manager may place it in a queue with other Council requests to be placed on an agenda.

The requesting Councilmember must be present through each step of the F.A.I.R. process to provide information and solicit the support for their item. Should scheduling conflicts arise the requesting Councilmember must contact the City Manager and ask that the item be rescheduled.

In the event that there are remaining F.A.I.R. items from an outgoing Councilmember the items will be placed on a separate list to seek a current Councilmember sponsor. If after 30 days from the last day of their term no Councilmember comes forward to sponsor the item, it will be removed from the queue.

Once the item is placed on an agenda under F.A.I.R.:

- a) If three or more Councilmembers agree, it is placed in the Discussion Queue for future meetings in chronological order. (Shown on working calendar as a discussion item)
- b) Should a Councilmember wish to move the item to the front of the Discussion Queue, a separate and secondary request must be made. Should a minimum of four Councilmembers agree to such request, the item will be placed at the front of

the Discussion Queue and Items previously placed on future agendas for discussion will be shifted accordingly.

- c) Should a Councilmember wish to change the order of the items in the Discussion Queue, a request must be made by a Councilmember as to the preferred priority order. Should a minimum of four Councilmembers agree to such a request, the order shall be revised accordingly.

Once an item has been considered under the F.A.I.R. process and placed on a future agenda for discussion, staff time in preparing for such item is limited to eight hours or less. Once direction is given by a majority of the Council, further staff time may be expended. (Show on the Working Calendar as a Regular Item.)

4.03 Removal of a F.A.I.R. Item

A Councilmember who has previously requested a F.A.I.R. item may have it removed up until the time it appears on the agenda as a F.A.I.R. item. No other Councilmember is permitted to remove an item. If an item is removed prior to it appearing on an agenda, the City Manager will notify the Council of its removal at the next Council Meeting. If another Councilmember wants to retain the item, it shall retain its then-current place in the queue. Once on the agenda, the request to remove must be made during a public meeting.

Once it has been placed on the agenda as a F.A.I.R. item, and there are three or more Councilmembers who support moving it to a future agenda for discussion, an item may not be removed until it has been placed back on the agenda as a F.A.I.R. item to be Removed. Should there be no objection from Councilmembers, the item will be removed as a F.A.I.R. item. If at least three other Councilmembers wish to keep it on the F.A.I.R. list, it will be placed on a future agenda as outlined in Section 4.02(a) above.

Rule 5 ORDER OF BUSINESS

5.01 Regular Meeting Agenda

The agenda for regular meetings of the City Council shall follow the following order:

3:00 P.M. MEETING

- Call to Order
- Roll Call
- Pledge of Allegiance and Reading of the Mission Statement
- Approval of Minutes of Previous Meetings
- Public Participation
- Proclamations and Recognitions
- Appointments
- Liquor License Public Hearings
- Consent Items
- Routine Items*
- Legislative Updates (as needed)
- Recess

5:00 P.M. MEETING

Reconvene Regular Meeting
Roll Call
Pledge of Allegiance
Public Participation
Carryover Items from 3:00 p.m. portion of Meeting
Public Hearing Items
Regular Agenda
Discussion Items
Council Liaison Reports
Future Agenda Item Request (FAIR)
Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items
Adjournment

**Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.*

Consent Agenda items may be considered and acted upon by one motion, unless a Councilmember specifically requests that a consent item be considered and voted on separately. If related to a public hearing item on the agenda, ordinances or resolutions shall be placed under Public Hearings. Items requested for consideration and discussion by a Councilmember and placed in the Future Agenda Item Request Section need not have a staff summary or staff review, but the requesting Councilmember may specify in a memorandum what discussion, action, or options are proposed. There will be no discussion of issues raised during public participation, information items and reports, or requests for future agenda items. The City Clerk shall enter into the minutes all consent items approved with one motion, and shall record separately action taken on those items considered separately.

5.02 Work Session Agenda

The agenda for Work Sessions of the City Council shall follow the following order:

Call to Order
Pledge of Allegiance and Reading of the Mission Statement
Roll Call
Public Participation
Review of Draft Agenda for next Council Meeting
Legislative Updates (as needed)
Work Session Topics
Public Participation
Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items
Adjournment

Rule 6
PRESIDING OFFICER

[Flagstaff City Charter Art. II, §7 and §8]

6.01 Mayor as Chair

The Mayor, or in his or her absence, the Vice Mayor, shall be the Chair for all meetings of the Council.

6.02 Temporary Chair

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority of those present, a Chair for the meeting.

6.03 Selection of Vice Mayor

The candidate with the highest number of votes in the most recent general candidate election shall be appointed Vice Mayor until the next general candidate election. If for whatever reason the Vice Mayor cannot fulfill their term the position will be transferred to the candidate with the next highest number of votes in the most recent general candidate election.

Rule 7
MEETING DECORUM AND ORDER

7.01 Decorum and Order among Councilmembers

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the Council. During Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules of the Council. Every Councilmember desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the question under debate and shall avoid all personal attacks and indecorous language. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be out of order, he or she shall remain silent or shall alter his or her remarks so as to comply with the Rules of the Council. Councilmembers shall confine their questions to the particular issues before the Council. If the Chair fails to act, any member may move to require him or her to enforce the Rules and the affirmative vote of the majority of the Council shall require the Chair to act.

If Council discussion of a matter exceeds one hour, each Councilmember shall limit their subsequent remarks to three minutes.

7.02 Decorum and Order among City Staff

The Chair shall have the authority to preserve decorum in meetings as far as the audience, staff members, and city employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.

7.03 Decorum and Order among Citizen Participants

Citizens attending Council meetings should observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any person causing a disturbance of the peace and good order during a Council meeting, may be removed from the room if so directed by the Chair, and such person may be barred from further audience before the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Chair, if such actions cause a disturbance of the peace and good order the Chair may direct the Sergeant-at-Arms to remove such offenders from the room. Should the Chair fail to act, any member of the Council may move to require the Chair to enforce the Rules, and the affirmative vote of the majority of the Council shall require the Chair to act. Political campaigning is prohibited. Any member of the public desiring to address the Council on any agenda item shall be recognized by the Chair shall state his or her name and city of residence in an audible tone for the record, and shall limit his or her remarks to the questions under discussion. Any remarks shall be addressed to the Chair and to any or all members of the Council.

Rule 8

RIGHT OF APPEAL FROM THE CHAIR

8.01 Process for Appeal

Any Councilmember may appeal to the Council from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state his or her reason for the same, and the Chair may briefly explain the Chair's ruling. There shall be no debate on the appeal, and no other member shall participate in the discussion. The Chair shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

Rule 9

PUBLIC PARTICIPATION IN COUNCIL DISCUSSIONS

9.01 Non-Public Hearing Discussions

Any person wishing to speak on any matter on the agenda before the Council, or during Public Participation, shall fill out a comment card and submit that card to the recording clerk, who will deliver the card to the Chair. Citizens are allowed to address the Council a maximum of three times throughout the meeting, including comments made during Public Participation. Other than Public Participation, comments shall be limited to the business

at hand. The Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person (exceptions listed below); a speaker may address the Council with the speaker's own statements and the statements of other persons within the set time limit. The person desiring to speak shall limit his or her remarks to the matter under discussion and shall address his or her remarks to the Chair. Speakers may not cede any portion of their allotted time to another speaker.

At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak. The ten persons must be listed on the speaker card and be present at the time the comment is give. The persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic but may participate in any other agendized topics up to the limit addressed in Section 7.03.

Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.

9.02 Public Hearings

- A. In the case of a public hearing, the Chair shall announce prior to such hearing the total time limit, if any, to be allowed for public debate, depending upon the circumstances and public attendance. The Chair shall also announce the time limits for each individual speaker (normally no more than three minutes), and that no speaker may be heard more than once.
- B. Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.
- C. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak. The ten persons must be listed on the speaker card and be present at the time the comment is give. The persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic but may participate in any other agendized topics up to the limit addressed in Section 7.03.
- D. Speakers may not cede any portion of their allotted time to another speaker.
- E. The order of presentation and time limits shall be as follows:
 - 1. Staff presentation (ten-minute time limit, except with specific Council permission to exceed this limit).
 - 2. Applicant presentation, only upon applicant's specific request (up to ten minutes, except with specific Council permission to exceed this limit).
 - 3. Council's questions to staff and applicant.
 - 4. Public comment (three minutes for individual speakers, up to fifteen minutes for a representative of ten or more persons present at the meeting who have contributed their time to the representative), The ten persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic, but may

participate in any other agendized topics up to the limit addressed in Section 7

5. Applicant's response, only upon applicant's specific request (5 minutes),
6. Staff's response (5 minutes),
7. Council deliberation and questions to staff and applicant.

- F. This rule will not preclude questions from members of the Council to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

Rule 10

RULES GOVERNING MOTIONS BY THE COUNCIL

10.01 Motion to be Stated by the Chair - Withdrawal

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

10.02 Motion to Suspend Rules

Suspension of these Rules requires a majority consent of the Councilmembers present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion. Suspension of the Rules may not be appropriate in the context of a Public Hearing.

10.03 Motion to Change Order of Agenda

The Chair may, at his or her discretion, or shall, upon the majority vote of Councilmembers present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law.

10.04 Motion to Table

A motion to table is used to delay discussion on an item until later in the meeting or until the next meeting. Neither the motion to table nor other business can be discussed, until a vote has been taken on the motion. If the motion is successful, no further discussion can be had without a motion to take off the table. To take a motion off the table at the same or immediately succeeding meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote.

If not revived by the adjournment of the immediately succeeding meeting, the matter is considered to be dead.

10.05 Motion to Postpone

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the item shall return for Council action at the meeting specified or in accordance with the conditions established in the postponement. A motion to postpone

may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

10.06 Motion to Divide the Question

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member shall, divide the same.

10.07 Motion to Amend

On a motion to amend or “strike out and insert”, the motion shall be made so that the intent of the amendment is clear to the Council and public, and for the record.

The Council may materially amend an ordinance after the first read of that ordinance and proceed immediately to the second read and adoption. In other words, it is not necessary to proceed as though it is a new ordinance after a material change.

10.08 Motion to Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

10.09 Motion to Reconsider

After the decision on any question, any member who voted with the majority may move for a reconsideration of any action at the same meeting or at the next regular meeting that occurs at least one week after the date the action was taken. In the event of a tie vote on a motion, any Councilmember may move for reconsideration at the next regular meeting of the City Council that occurs at least one week after the date the action was taken, but not thereafter. To ensure that the matter will be included on the posted agenda in conformance with the Open Meeting Law, any Councilmember who wishes to have a decision reconsidered must alert the city clerk in writing at least five (5) days, exclusive of Saturdays, Sundays, and intermediate holidays, prior to the meeting at which the motion to reconsider will be made, unless the motion to reconsider was made and seconded at a Council meeting. A motion to reconsider shall require the affirmative vote of the majority of the members present at the time of reconsideration. After a motion for reconsideration has once been acted on, no other motion for reconsideration of the same subject shall be made without unanimous consent of all Councilmembers.

After the reconsideration time period has expired, the same matter may be placed on a later Council meeting agenda under Future Agenda Item Request at the request of any Councilmember. It shall require agreement by Councilmembers during Future Agenda Item Request to be placed on a future agenda as an action item. If the matter is considered for formal action on a future meeting, the motion for or against taking an action need not be made by a member of the prevailing vote.

10.10 Motion for Roll Call Vote

Any Councilmember may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the Council. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

Rule 11 **MISCELLANEOUS PROVISIONS**

11.01 Prior Approval by Administrative Staff

Except as to matters requested by individual Councilmembers under the Future Agenda Item Request Section of the agenda, all ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his or her authorized representative, and shall have been examined for practicality by the City Manager or his or her authorized representative.

11.02 Placement of Items on Agendas for Council Action

Pursuant to Council direction received during any Council meeting, the City Manager may present ordinances, resolutions, and other matters or subjects to the Council, and any Councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted. In addition, ordinances, resolutions and other matters or subjects requiring action by the Council may be introduced and sponsored by a member of the Council through the Future Agenda Item Request process described in Rule 4.01.

11.03 No New Agenda Items after 9:30 p.m. except by Majority Vote

No new agenda items shall begin after 9:30 p.m. unless approved by majority vote of the City Council. If, however, discussion on an item commences prior to 9:30 p.m., the Council may continue its deliberation or move to postpone that item. Agenda items on a Council agenda not considered will be placed on the immediately succeeding Regular or Special Council meeting.

11.04 Robert's Rules

Robert's Rules of Order, latest edition, shall serve as a guideline for interpretation of and supplementation for these Rules in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Flagstaff or the laws of the State of Arizona. The interpretation of these Rules and Robert's Rules shall be guided by the principles underlying Parliamentary law, that is, a careful balance of the rights of individuals and minority subgroups of the council with the will of the majority. In no case shall the strict application of a rule or procedure be interpreted to deny any individual or minority the right to participate in a debate, discussion, or vote, nor shall these rules be interpreted in such a way so as to defeat the will of the majority of the whole of the Council.

11.05 Citizen Petitions [Flagstaff City Charter Art. II, §17]

A citizen or a group of citizens may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff in a form prescribed by ordinance, who shall present it to the Council at its next regular meeting. The Council must act on the petition within 31 days of the City Manager's presentation. Citizen petitions will first be placed on the agenda under Future Agenda Item Request to determine if there is Council interest in placing the item on a future agenda for consideration. Failure to give such direction shall constitute "action" for purposes of this section.

11.06 Video Streaming, Recording, and Photography

For City Council safety and other security purposes, audio/video streaming, audio/video recording, photography, or similar activities are not permitted on the City Council side of the lectern counter. Such activities are permitted *only* on the public side of the lectern counter so long as they do not obstruct the view of the public in City Council Chambers and the view of the City's official internet live streaming viewers. In the event the City Council meets anywhere outside of City Council Chambers, this same rule shall apply, and no such activities will be permitted on the City Council side of the lectern. This rule does not apply to the City's official internet streaming and any audio/visual equipment for the same, and also does not apply to body cameras used by law enforcement officers.

11.07 Meetings with State, Federal, and Tribal Delegation and Lobbying Trips

At least two members of Council must be in attendance at any meetings with State, Federal, or Tribal representatives where any city, state, federal, or tribal business is discussed. When the City Council participates in state or federal lobbying trips, the Mayor, or Councilmember designee, will accompany two other councilmembers and optionally staff on each trip. The councilmembers chosen to attend will be determined by an established rotation to ensure equal opportunity to participate and represent the City in this capacity. The Council reserves the right to select a councilmember outside the rotation by a three-fourth (super-majority) vote of the Council.

City Council Rules of Procedure

August 24, 2021





Seeking Direction – Rule 3.01 & 3.03

Modification to Meeting Times

- **Option 1:** Leave As Is 3:00 PM (Routine) / 5:00 PM (Regular)
6:00 PM (Work Session)
- **Option 2:** Standardize Continuous Meeting
(same start time (no break between Routine & Regular)
for all meetings) Same start time for Work Sessions
- **Option 3:** Other?
- ** Council is currently operating under a suspension of the rules; all meetings are beginning at 3:00 p.m. until Council rescinds their suspension of the rules.



Current Suspension of Rules

- On April 7, 2020 Council suspended Rule 5.01
 - Provided flexibility on time and agenda order while virtual due to the COVID pandemic.
 - Currently operating with a 3:00 p.m. start time on all meetings with no recess between Routine and Regular items.
- Returned to in-person meetings with hybrid platform
 - Council may wish to un-suspend Rule 5.01 now that meetings are returning to a more “normal” setting.
 - Un-suspending the Rule would return us to 3:00 p.m. and 5:00 p.m. times for Regular Meetings and 6:00 p.m. for Work Sessions



Council Direction & Questions

- Modify Times?
- Un-suspend Rule 5.01?

- Any change in meetings time would apply to the September 7th meeting
- Formal amendments to Rules of Procedure presented for adoption at September 7th meeting.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Deputy City Manager
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE

COVID-19 update on phases and special events

STAFF RECOMMENDED ACTION:

Informational presentation on COVID-19. City staff will be requesting direction from City Council for standards on notice of changes to COVID-19 mitigation requirements for special events.

EXECUTIVE SUMMARY:

City staff to present information to City Council on current phase of the Re-Entry Plan and a recent request from event producers surrounding advance notice of changes to mitigation measures and/or capacity limitations for planned or upcoming events.

INFORMATION:

The City of Flagstaff is currently in Phase 3 of the City's Re-Entry Plan. City staff will provide an overview of what is included in Phase 3 and provide information about what services are currently being provided in Recreation and Library City facilities.

City Council's direction during the April 27, 2021 Council meeting was to allow special events to open up to full capacity beginning July 1st without limitation on the number of individuals who could participate. Recently there has been a change in the pandemic where the number of cases, hospitalization and COVID-related deaths are rising. Given this information, event producers have asked what kind of impact this could have on events that have already been planned or are in the process of being planned. They were wondering if City Council made a change to expectations on COVID mitigation measures and/or capacity limitations, could there be a 72-hour notice period to event producers or could events planned to begin within 72 hours of the change be exempted from such changes. City staff will be presenting this information to City Council for their discussion and direction.

Attachments: [Presentation](#)

COVID-19 Update





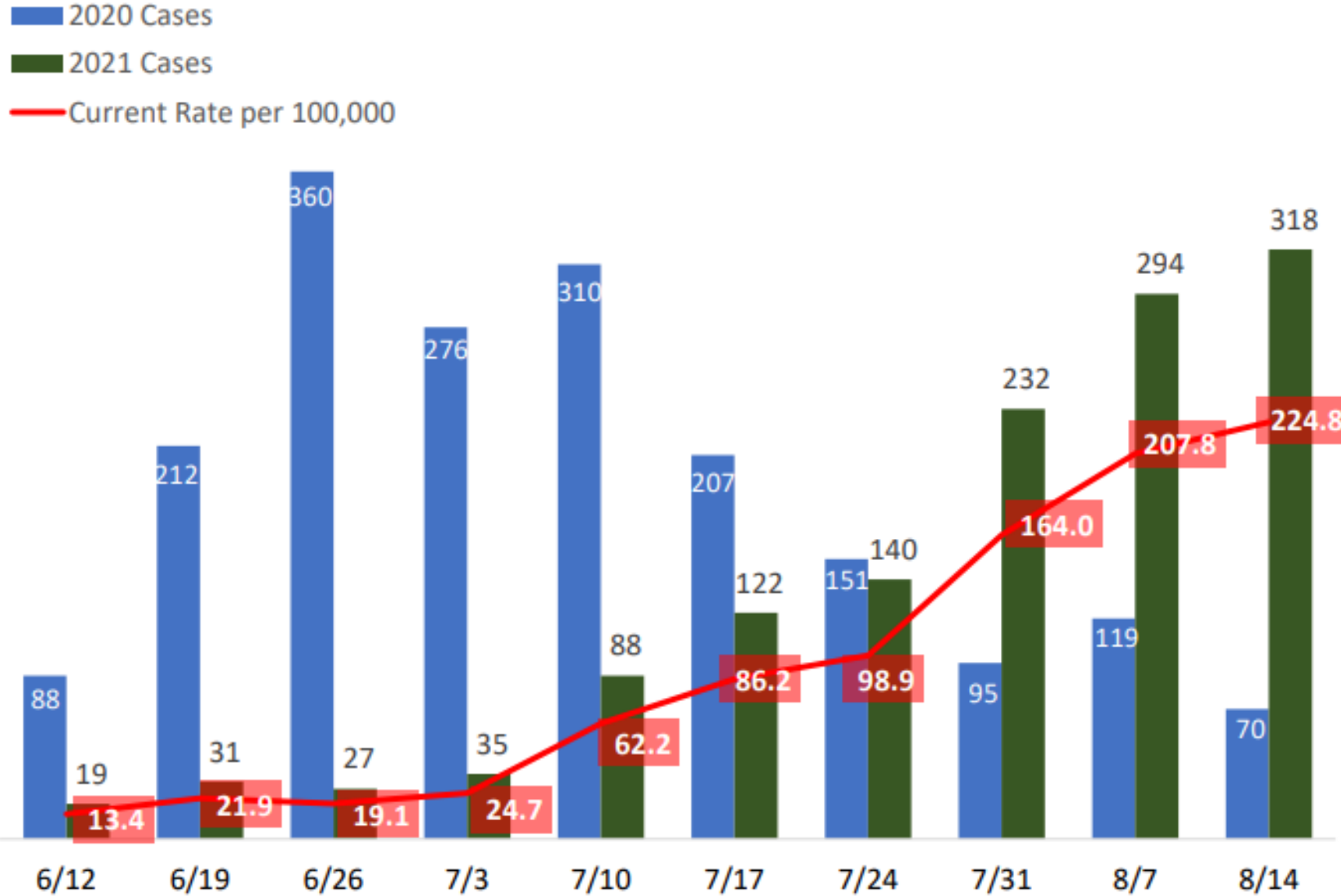
Agenda



- Recent COVID data
- City's Re-Entry Plan Phase 3
- Recreation Update
- Library Update
- Special Events notice of changes to COVID mitigation requirements



CCHHS: COVID-19 Weekly Cases

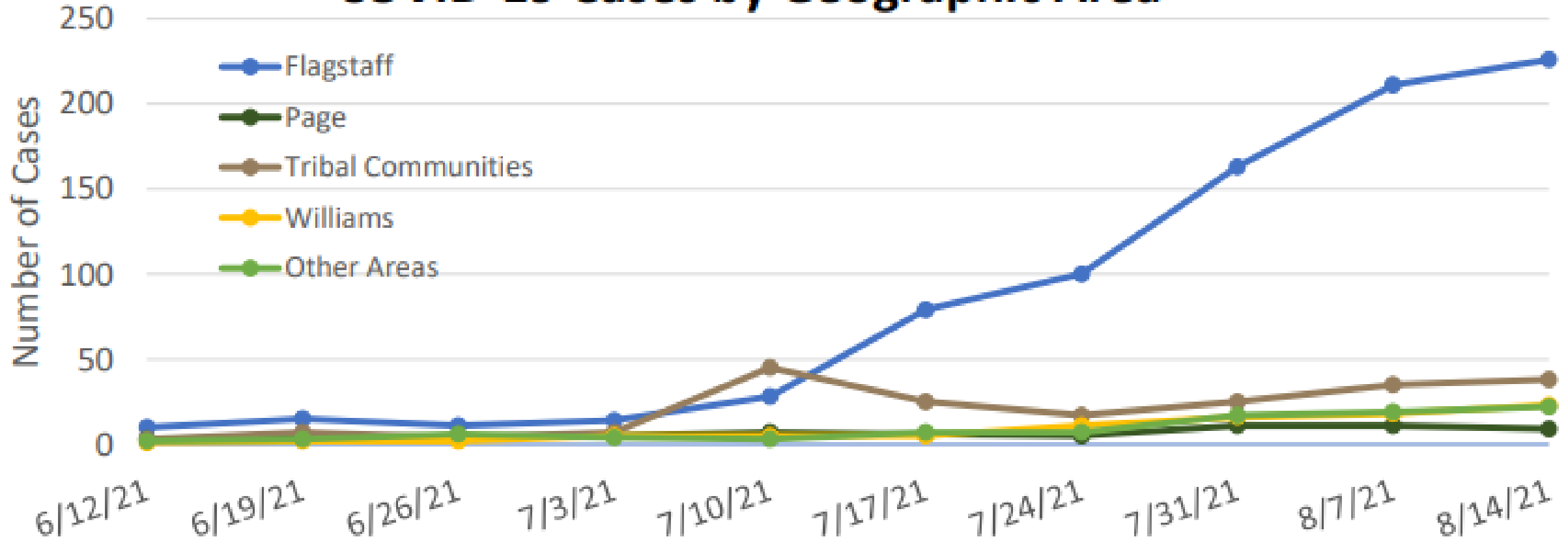




CCHHS: COVID-19 Weekly Cases



COVID-19 Cases by Geographic Area



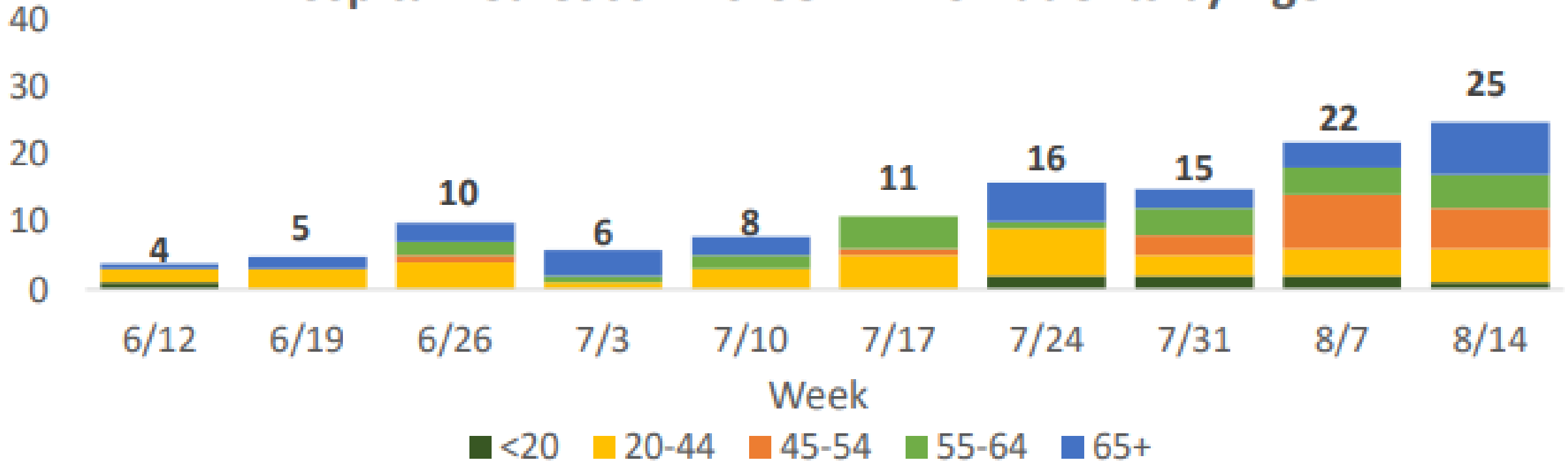


CCHHS: Hospital Admissions



Weekly Case Counts Among Coconino County Residents:

Hospitalized Coconino COVID-19 Patients by Age

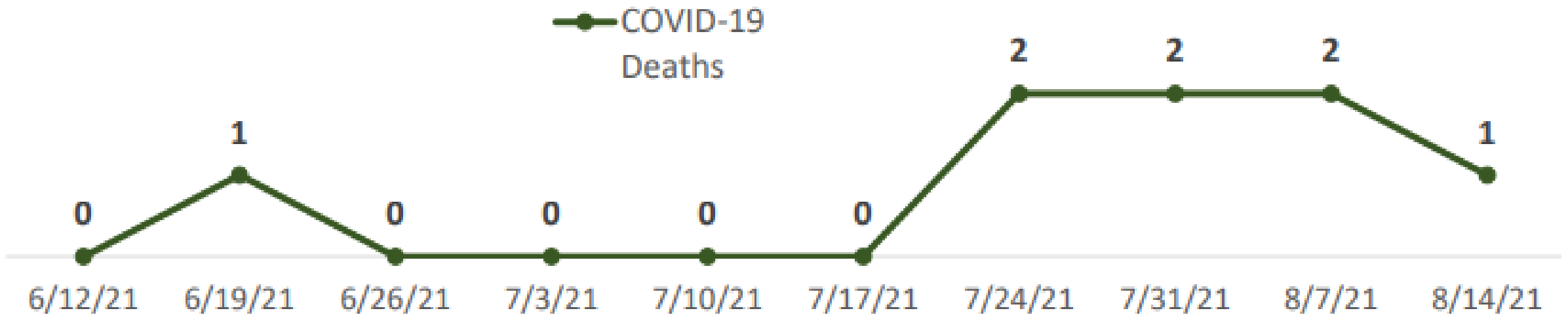




CCHHS: COVID-19 Related Deaths



Weekly COVID-19 Deaths Among Coconino County Residents:





CCHHS: Community Transmission



Community Transmission

- Coconino County has a current **incidence rate of 224.8 per 100,000**, **percent positivity of 9.8%**, and **COVID-19-Like-Illness incidence (CLI) of 5.4%***.
- Coconino County is currently at a **High**** level of community transmission.

Indicator	Low Transmission	Moderate Transmission	Substantial Transmission	High Transmission
Total new cases per 100,000 persons in the last 7 days	0-9	10-49	50-99	≥100
Percentage of PCR tests that are positive during the past 7 days	<5.0%	5.0% - 7.9%	8.0% - 9.9%	≥10.0%



CCHHS: Community Vaccination

Doses in Coconino

Total number of COVID-19 vaccine doses administered:	150,834
Total number of COVID-19 vaccine doses ordered:	97,448
Percent of COVID-19 vaccine doses utilized:	154.8%

People in Coconino

Total number of people who have received at least one dose of COVID-19	83,047
Percent of people vaccinated:	56.4%
Number of people who are fully vaccinated against COVID-19:	71,822



CCHHS: Variants



COVID-19 Variants:

Coconino County Total Variants of Concern**

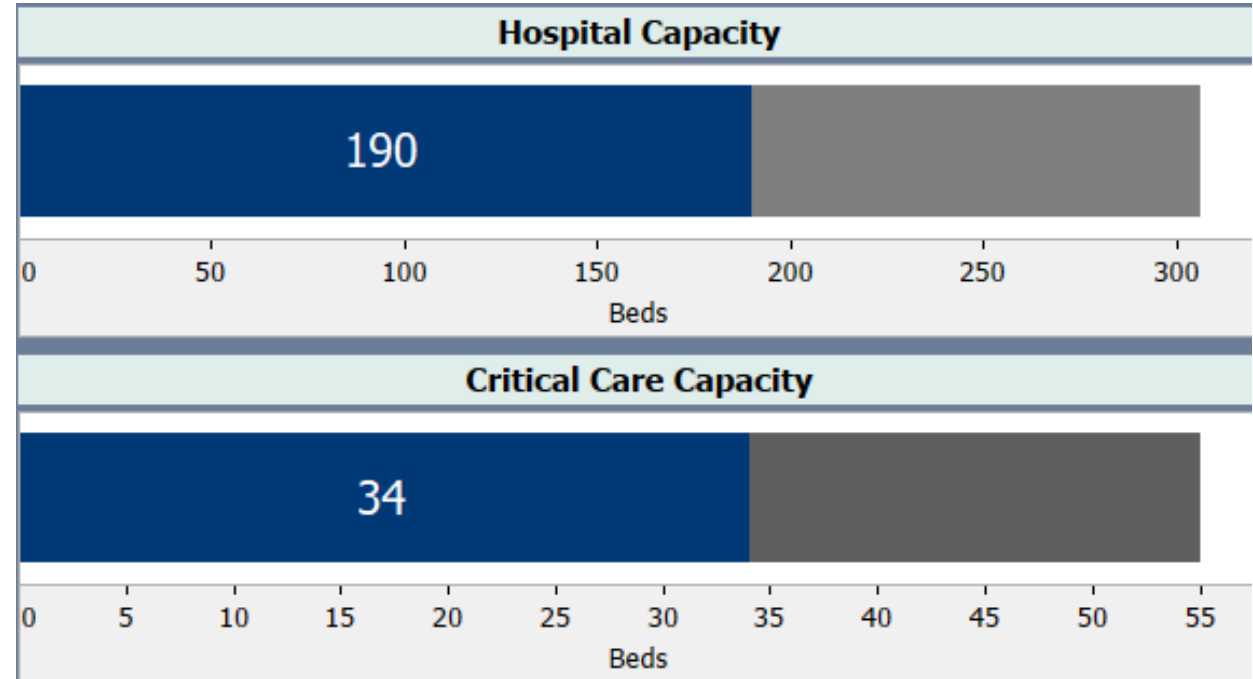


****A variant for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), reduced effectiveness of treatments or vaccines, or diagnostic detection failures as defined by the CDC. Current data suggest that COVID-19 vaccines authorized for use in the United States offer protection against variants currently spreading in Coconino County.**



NAH: Hospital Census

Flagstaff Medical Center Hospital Census	
190	
In House COVID-19 Patients	
Positive	Pending
34	



Data as of August 23, 2021



City's Re-Entry Plan Phase 3

- Most City facilities will be open to public with limited services
- City meetings will continue remotely
- Seating areas will be closed to discourage congregating
- Protective measures in place
- Continued emphasis on working remotely
- Indoor recreation facilities may begin staged opening
- Special events and permits no capacity calculator starting 7/1
- Limited travel



Recreation Update

Aquaplex

- Open Monday – Saturday 7 a.m. – 7 p.m.
- Swimming Pool, Gym, and Fitness Floor are open. All being monitored to ensure proper physical distancing, wearing of masks, and regular cleaning and sanitizing.
- Fitness floor – every other Cardio machine taped off and not available for use to ensure physical distancing.
- Swimming Pool – Pool open. Masks not required while in pool or spa. Masks required while on deck or in dry areas of pool area. Lap lane Reservations only allowing one swimmer per lane. Spa limited to four people to ensure physical distancing. Limiting capacity during Open Rec Swim.
- Community Room(s), Party Room, Kids Club and Climbing Wall remain closed.



Recreation Update

Jay Lively Ice Arena

- Open Monday – Sunday 8 a.m. – 11 p.m. as needed for organization Rentals
- No capacity restrictions. Staff is monitoring all areas to ensure proper physical distancing.
- Masks required throughout the facility including on the ice, with the exception of team practices and or figure skating instruction where skaters are able to social distance. Coaches must be masked at all times.
- Party room closed.



Recreation Update

Hal Jensen Recreation Center

- Open Monday – Friday 10 a.m. – 7 p.m.
- Facility open including game room, gym, weight room and upstairs class area.
- Facility is being monitored to ensure physical distancing, and masking.
- Facility is regularly cleaned and sanitized as well as all equipment checked out and returned.
- No rentals of facility by outside organizations.



Recreation Update

Joe C Montoya Community and Senior Center

- Open Monday – Friday 7 a.m. – 8 p.m.
- Coconino County Congregate meal program returned to meals for pick-up. No in person dining.
- Many groups and activities have decided to not meet until COVID numbers go down.
- Facility is being monitored to ensure physical distancing and masking.
- Facility is regularly cleaned and sanitized as well as all equipment checked out and returned.



Library Update



Flagstaff Libraries

Library will pause adding any new services until we see a reasonable four-week decline.

Masks are required while in any library building.

Limited number of seating will also remain.

Regular facility cleaning.

Library operating hours for the Downtown library are:

Monday – Friday, 10AM - 2PM

Library operating hours for the East Flagstaff Community library are:

Monday – Thursday, 2PM - 6PM; Friday and Saturday, 10AM - 2PM





Library Update



Available Library Services

Computer access will remain at 2 hours with a library card, 1 hour for guests. Printing is also available. Every other computer is available and computers are cleaned every day.

In-building browsing will remain available: Items can be checked out through self-check and in-person services.

All public service points are open: Reference, Children's, and Circulation.

Additional At-a-Distance Services:

Curbside holds pick-up

Remote holds placement

Phone in reference (Adult and Children)

Outdoor Programing (e.g. Storytime)





Special Events Notice of Changes

- Special event organizers requested 72-hour notice when making changes to COVID mitigation requirements; or
- Exemption to changes if their event falls within 72 hours of the decision
- Protects investments made by event organizers during a time of uncertainty

Council Questions & Discussion



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE

Future Agenda Item Request (F.A.I.R.) A Citizens' Petition seeking to decriminalize unsheltered residents

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on July 28, 2021, requesting to "repeal section 6-01-001-0022 of Flagstaff City Code: Camping on public property within city limits."

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: [Petition #2021-05](#)

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

RECEIVED
JUL 28 2021
BY: SS

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Decriminalize Unsheltered Residents
Action Requested: Repeal section 6-01-001-0022 of Flagstaff
City Code: CAMPING ON PUBLIC PROPERTY WITHIN
CITY LIMITS
Printed Name of Submitter: Jody Clements
(Submitter must also sign below and complete information)
Contact Information: (602) 899-3380 jjclements14@gmail.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
7/6/2021	Jody Clements		
7/6/2021	Michael Caulkins	1801 N. Thistle Rd. Flagstaff AZ 86004	
7/7/2021	Carrie Danielson	Flagstaff, AZ 86001 Apt 619 S Fountaine St B	
7/7/2021	Sara Johnston	1914 E. Mountain View Ave Flagstaff, AZ 86004 #103	
7/7/2021	Mac England	619 S. Fountaine St #2 Flagstaff AZ 86001	
7/7/2021	EVA PUTZOVA	1700 E LINDA VISTA DR FLAGSTAFF, AZ 86004	
7/7/2021	Joseph Bader	1700 E Linda Vista Dr 86004 Flagstaff, AZ	
7/7/2021	Nereyda Bojorquez	990 N. Thorpe Rd #76 Flagstaff AZ	
7/8/2021	Dawn Dyer	2478 Kachina Tr. Flagstaff, AZ 86005	
7/10/21	Tamara Seaton	1186. Bervin Ave Flagstaff, AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED	BY	COUNCIL MEETING DATE
7/28/21	Stacy Saltyburg	8/24/2021

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
7/10/21	M. Kelly Gibbs	1192 W. Lil Ben Trail 86005	M. Kelly Gibbs
7/10/21	MARILYN WEISSMAN	1055 E, APPLE WAY 86001	Marilyn Weissman
7/10/21	Stephan Hirst	1035 E. Apple Way 86001	Stephan Hirst
7/10/21	LOVE HIRST	1035 E. Apple Way 86001	Love Hirst
7/10/21	DONALD PALMER	1200 N. HEMLOCK WAY 86001	Donald Palmer
7/10/21	VIVIAN BLACKCOAT	1200 N HEMLOCK WAY 86001	V. Blackcoat
7/10/21	Rachel Russ	1801 N Thistle Rd. 86004	Rachel Russ
7/10/2021	Jeremy Russ	1801 Thistle Rd 86004	Jeremy Russ
7/11/2021	Samantha Stone	612 N. Lous + Flagstaff Az 86001	Samantha Stone
7/12/2021	Nora Timmerman	220 W. Juniper Ave Flagstaff, AZ 86001	Nora Timmerman
7/14/2021	Nina Porter	1705 N. San Francisco St. Flagstaff AZ 86001	Nina Porter
7/20/2021	ANN HADLEY	1705 N. SAN FRANCISCO ST. FLAGSTAFF AZ 86001	Ann Hadley
7-21-2021	Wendy Weickelt	1000 N. Beaver St Flagstaff AZ 86001	Wendy Weickelt
7-21-2021	Tiffany Kerr	2928 W PICO BL MOUNTAIN CITY 86001	Tiffany Kerr
7-21-2021	<i>[Signature]</i>	2612 N. Gentian St Flagstaff AZ	<i>[Signature]</i>
7-21-2021	Sarah Shamah	2800 W. Darleen Dr. Flagstaff, AZ 86001	Sarah Shamah
7-21-2021	Sarah Coronado	4343 E Soliere Ave APT # 1013 Flagstaff, AZ 86001	Sarah Coronado
7/21/21	ARISSEY CORONADO	4343 E Soliere Ave APT # 1013 Flagstaff, AZ	C. Coronado

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 08/20/2021
Meeting Date: 08/24/2021



TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: [City Manager Report](#)
[Water Services Monthly Report](#)
[Housing Section Newsletter](#)
[Economic Vitality Report](#)

City Manager's Report

August 19, 2021

Council and Colleagues, greetings. These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

Work Anniversaries – August, 2021

Five Years

Honorable Charles Adornetto, On-Call Magistrate
(8/1/2016)



Maria Fitting, Administrative Specialist
(8/1/2016)



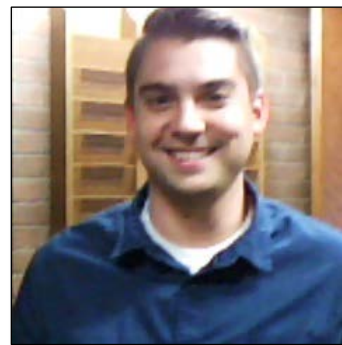
Thomasina Tsinnie, Library Clerk
(8/15/2016)



Michael Jim, Equipment Operator
(8/15/2016)



Charles Reynolds, Recreation Coordinator
(8/15/2016)



10 Years:

Patricia Sauers, Housing Services Specialist
(8/22/2011)

(Oops, no picture available)

Scott Klotz, Meter Technician
(8/22/2011)



15 Years:

Joel Barnett, Airport Ops /ARFF Lead Worker
(8/13/2006)



20 Years:

Shawn Knott, Police Detective
(8/19/2001)



30 Years:

Paul McGuire, Maintenance Worker – Parks
(8/19/1991) is this month's winner.

Thank you, Mr. McGuire for your incredible tenure and service. We appreciate you!



Water Services

Please find appended to this report the July Monthly Report for Water Services.

In addition, we would like to single out some amazing news regarding the Wildcat crew. On August 16, 2021, the Arizona Department of Environmental Quality (ADEQ) presented Wildcat Hill Water Reclamation Plant staff with the Voluntary Environmental Stewardship Program (VESP) Award. The bronze level award marks three years of no violations for regulated businesses or organizations who maintain a good history of environmental compliance and go beyond legal requirements to protect human and environmental health.

The plant already produces Class A+ reclaimed water, the highest permit level possible under ADEQ rules. This dedicated staff maintains a high standard of quality every day, sometimes under challenging conditions, to keep our community, and environment, safe. ***Congratulations, Team!***

Community Development

Appended hereto is the August Newsletter from the Housing Section, which is an excellent read. With respect to the Building Section, see below update, with links. It is quite obvious that we continue to see very impressive numbers in the building industry. Thanks to the great work being performed throughout Community Development!

Construction Activity and Citizen’s Access Portal

The City of Flagstaff continues to see an increase in overall construction activity across all sectors. We ended the calendar year 2020 with total valuation of construction at \$235,395,255 (44% increase), with 2,087 permits that included 671 dwelling units (73% increase). This compares to calendar year 2019 with \$163,957,691 in valuation, 1,948 permits including 387 dwelling units. Through July 2021 we have issued 1,280 permits compared to 998 during the same period in 2020. Valuation through July 2021 is \$209,693,372 compared to \$175,610,097 in 2020 with an increase in dwelling units from 527 to 610 (non-residential units reported are actually multi-family units). You can review monthly reports here: : [Monthly Construction Permit Statistics | City of Flagstaff Official Website \(az.gov\)](#)

The Development Status Report provides information on projects in Site Plan review: [Development Status Reports | City of Flagstaff Official Website \(az.gov\)](#) Projects in the red band will require City Council approval of a Zoning Map Amendment, projects in blue will require a Conditional Use permit (Planning & Zoning Commission) and projects in green require City Council action to annex the property. All other projects are permitted in the existing zoning district and require an administrative review by staff.

The City of Flagstaff recently launched the Citizen’s Access portal for virtual submission of permits and applications. [Citizen Access \(flagstaffaz.gov\)](#)

The Building Safety front page has information on obtaining permits, inspections and applications. [Building Safety | City of Flagstaff Official Website \(az.gov\)](#)

Category	Current Period			YTD			Previous Year			Previous Year YTD		
	07/01/2021 - 07/31/2021	01/01/2021 - 07/31/2021		07/01/2021 - 07/31/2021			07/01/2020 - 07/31/2020			01/01/2020 - 07/31/2020		
	Valuation	Issued	Units	Valuation	Issued	Units	Valuation	Issued	Units	Valuation	Issued	Units
Additions/Alterations/Conversions	3,475,460.00	52	0	21,656,280.00	317	0	11,626,373.00	42	0	34,437,636.00	195	1
Demolition	200.00	1	0	358,461.00	7	0	400.00	1	0	174,400.00	7	0
Mobile Home	15,000.00	1	0	143,000.00	5	0	0.00	0	0	213,900.00	6	0
Multi-Family	1,930,000.00	2	26	6,460,000.00	6	60	200,000.00	2	6	200,000.00	2	6
Non-Residential	6,572,916.00	4	0	98,996,415.00	42	409	3,192,450.00	6	0	101,400,340.00	27	382
Over The Counter	500,978.00	75	0	2,622,898.00	392	0	174,086.00	60	0	1,347,624.00	336	0
Roofing	333,000.00	35	0	4,034,845.00	314	0	611,141.00	60	0	2,669,730.00	254	0
Single Family Attached	2,544,000.00	7	7	12,583,060.00	35	32	1,571,425.00	8	8	10,254,766.00	53	51
Single Family Detached	13,240,180.00	19	19	61,739,278.00	114	109	4,638,077.00	15	15	23,843,194.00	86	87
Solar	261,895.00	11	0	1,099,135.00	48	0	34,944.00	2	0	1,068,507.00	31	0
Totals	28,873,629.00	207	52	209,693,372.00	1280	610	22,048,896.00	196	29	175,610,097.00	997	527

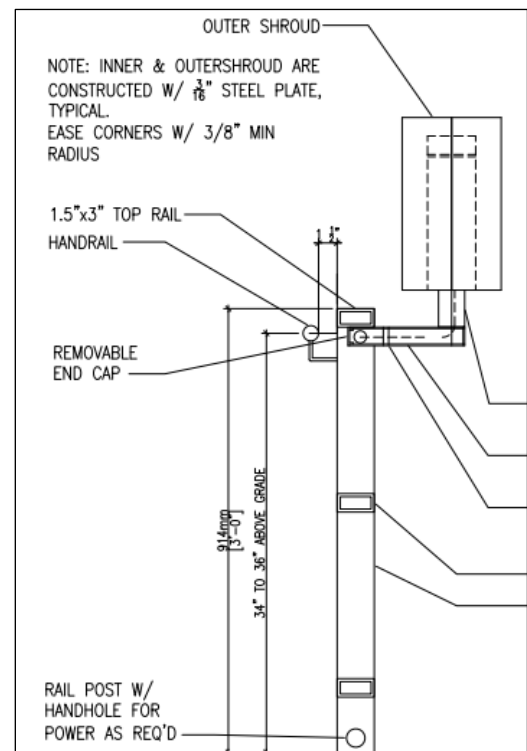
Library

A follow-up here to the previous presentation before Council.

The Library ADA Entrance Project Team continues work on design of the project and the integrated art component and is approaching the 60% design level. During the conceptual design phase, safety concerns with the art placement and the potential for sharp edges were raised by City Council and City Management. The team has been working with the artist, fabricator, and Risk Management to address the concerns raised and to deliver on the artist's vision for the piece, including preserving an interactive touch component. A mockup of the art piece was created (see images below), finishes and locations tweaked, corners rounded, and a safety handrail was added to alleviate the safety issues. All sculpture units will comply with 2010 ADA Standards for Accessible Design and 2018 International Building Code.

Please note that the blue color on the sculpture in the images below is illustrative only.

After these changes, Risk Management and our Office feel comfortable with the improved design. Thanks to Jeremy DeGeyter, Jana Weldon, and the others who helped orchestrate this important follow up. At this time, it is not clear whether the overall project will be delivered by Job Order Contracting (JOC), or a traditional hard bid approach due to budgetary constraints and ongoing workforce and supply chain issues. Either way, due to weather constraints, construction may experience a winter shutdown, or construction start may be delayed until more favorable construction weather, typically in March, depending on the date of final project plans approval and the procurement process.



Heroic Actions

On Wednesday, July 14th, while on route at approximately 2:30 pm, Commercial Equipment Operator III Kevin Anderson called on the radio stating that there was an individual requesting immediate help on Soliere Ave. during the flooding event that was occurring. The citizen's friend was stuck in a flooded stormwater culvert. Kevin informed Leadworker Zach Haws and Supervisor Ben James to call FFD and FPD, and then took immediate action. He jumped into the surging water and retrieved the stranded citizen from drowning before police and fire arrived.

Kevin, thank you for your heroics. Please know that your quick actions helped save a life!



Reorganization

At the Extended Leadership on Monday of this week, I announced some organizational changes. It was my intent to send the email out a bit earlier to the entire group, but it's been a hectic week to say the least. The changes are noted below, in no particular order. As a preface to it all, I would like you to know that the organization continues to see some challenges in our recruitment efforts, and there are many vacancies throughout all of the divisions. Filling these voids is proving to be difficult with shrinking pools of qualified candidates. Many others are filling in for these vacancies in addition to their normal duties, and we so greatly appreciate the extra work that they are performing.

Water Services Division

After two unsuccessful recruitments for the directorship position, we opted to have Erin Young fill in as Interim Director several months ago. She has filled that position admirably, and has devoted remarkable time, energy, and leadership during this period of transition. It is noteworthy that the Water Services Division has been in transition at the directorship level for the past 14 months, underscoring the need for a more solidified and longer-term arrangement. Rather than pursue a third recruitment at this time, I have opted to go a different route. Andy Bertelsen, current Public Works Director, has agreed to step in and fill this need. In doing so, he will leave his post at Public Works. This acting director arrangement will likely endure for a long period of time (possibly 2-3 years). For Andy, it represents a bit of a lateral move, but will enable him to learn much about the water utility (he has considerable familiarity with stormwater and other components).

Andy brings a strong track record of division leadership and working with people in a collaborative and coalescing environment. He also brings exceptional skills in project oversight and completion. These attributes will lend themselves well to the Water Services Division. Erin Young will now be able to return to her post, with the added benefit of increased leadership experience which has greatly enhanced her career growth.

We are grateful to Erin, and we are excited for the changes ahead as Andy makes a shift to this division. This change will be effective September 6th.

Public Works Division

The vacancy left by Andy Bertelsen will be filled by Scott Overton. Scott takes the helm of Public Works, again in an acting capacity, and brings to the table his strong leadership style, excellent communication skills, community service, and project oversight.

We are excited to see Scott ascend to this position and look forward to the continued high performance of the Public Works team.

Scott’s previous tenure on the Flagstaff City Council make him particularly gifted in the area of public outreach and customer service, and fairly well versed in all functions of municipal governance. We are fortunate to have his experience in our team.

Parks, Rec, and Open Space

With respect to the Public Works Division, we are now taking an opportunity to see a component of that Division – the Parks, Rec, and Open Space Section, become a stand-alone division. This will necessitate City Council action and you will be seeing these efforts in the weeks and months ahead. The Parks, Rec, and Open Space Division will continue to function out of its current offices, and the collaboration between it and the Public Works Division will remain intact. This new division will represent the eleventh division under the City Manager’s Office, by my count. There are additionally three independent sections (City Clerk, Sustainability, and Public Affairs) that also report to this office.

We have asked Rebecca Sayers to serve as the Director of this new Division. Her position will be reclassified accordingly, similar to that of the other recently elevated sections (Rick Barrett, City Engineering and Capital Improvements Division; and CJ Perry, Information Technology Division). Rebecca brings strong leadership acumen in the parks and recreation world, with increased involvements in open space and special events. She is a collaborator and is quite accomplished in completing tasks and projects. Both Rebecca and Scott will be welcomed additions to the Leadership Team.

Public Affairs Section

Along with the challenges of recruitment, as noted above, come the challenges of retention, as some of our talented employees are successfully recruited by outside employers. It happens. Such is the case with our very talented Public Affairs Director, Jessica Drum. She has accepted a position in the private sector that will enable her to work from home and see considerable professional advancement. We are happy for her and we will miss her as she has performed at such a high level in this section that was only created two years ago. Jessica will be exiting the City organization on August 27th.

Jessica, I will miss you and your amazing energy. Thanks for being a part of the Public Affairs experiment, which has exceeded any and all expectations!



Fortunately, we have excellent talent throughout the Public Affairs Section, and we will capitalize on

this talent. Sarah Langley, our Senior Management Analyst, will be temporarily promoted to Public Affairs Director. She will hold this post for four to six months at which time we will post the position for recruitment. Sarah has been mentored by Jessica and will be able to hit the ground running. Public Affairs has been quite busy, especially with the events of late. We are very fortunate to have Sarah Langley take the helm. Welcome Sarah!

Sustainability

We have also lost the great services of Maggie Twomey, in our Sustainability Section, who has been successfully recruited by NAU. Congratulations to Maggie and a heartfelt thanks for her contributions.

I mention the above departures only because they affect the sections directly under this office. It goes without saying that throughout the organization we continue to see other recruitments by outside employers, retirements, advancements, and changes. You will see reference to many of these within the context of this report, and the attached supplements.

This leads me to a comment that is appropriately restated here. In this profession of community service, our organization is forever evolving, meeting the needs of a forever evolving community. Nothing remains the same, and change is the constant. We are sad to say goodbye to those who are heading off to greener pastures, and we are excited to welcome those who are new to the organization, or ascending to new positions.

Risk Management

And on that subject of greener pastures, we bid farewell to our friend and colleague, Dean Coughenour, Risk Management Director. We wish 'Uncle Dean' the best in this well-deserved accomplishment. While we will continue to have Risk Management at the Leadership Table, we will be relocating this component of the organization under the Human Resources umbrella.

Information Technology

We are excited to announce that Paul Santana has a new title: Deputy IT Director. Paul has been instrumental in so many things over this past year. He has been the driving force behind many of the changes we made to City Council meetings to allow for virtual Council meetings. He helped deploy tools and train staff on all the tools that allowed us to pivot to remote or hybrid work. And he has turned around the help desk from where it was just five years ago.

As we are growing our IT team in order to support our Police Department this fiscal year, we saw the need for additional structure and support. As Deputy IT Director, Paul will be taking on more responsibility for IT ongoing operations. He will be acting as project manager and primary point of contact for many of our larger, cross-team projects.

Congratulations to Paul on this new role!

I think that we will stop here on the subject of reorganization. It's a lot to share. Underlying all of it is a central management philosophy of seeing our organization leadership grow, enabling others to apply themselves beneficially, and meeting the needs of our community at all times.

Misc. Updates

Appended hereto you will also find the July Monthly Report from our Economic Vitality Division.

On the subject of Economic Vitality, we had a nice tour at both the Joy Cone facility (which is quite large and smells really good) and the Pulliam Airport ARFF facility. It was a well-attended tour by many staff members and elected officials.





Tynkertopia

It was a great grand opening and ribbon cutting, and well attended. The affair took place under sunny skies on Saturday, August 14th. Congratulations to Dr. Alice Christie and the Tynkertopia team for landing this new home in the Siler neighborhood. Very exciting stuff, and kudos to the many staff members of our organization who helped make it a reality.

Thanks to the Mayor for a nice speech. A surprise visit was made by Flagstaff Fire Department who supported the event. First Aid equipment was donated by Flagstaff Medical Center (thanks), and also the many interns are shown below.



Flooding

Council, we will be giving you continued updates on the multiple flash flood events that have occurred over the past several weeks, and you can expect much more to come on this in the weeks ahead. There are some updates in the attached Water Services Monthly Report, although with the additional flood event of this past week, there is much more to report. At this juncture, I am avoiding the inclusion of any images at this time.

We will work hard and tirelessly to help remove the mud and debris and clean the streets and sidewalks in these impacted neighborhoods. The collaboration with the County and the smooth operations of the EOC and the many involved staff have been excellent. The volunteer work of the many service organizations and conservation corps has been amazing. And the engineering efforts to address both short-term and long-term needs have been greatly appreciated. Above it all is the perseverance and grit of our affected residents. Our hearts go out to the many who have been impacted.

Mitigation efforts, outcomes from the Engineering Summit, and prioritized stormwater improvements, will all be matters for discussion, and action, in the days ahead. A reminder of the Joint Meeting with Coconino County at 3pm on August 23rd, and the Council Retreat on September 30th. Stay tuned.

That is all for now, Council. Onward and upward ...



WATER SERVICES DIVISION



WS Monthly Update July 2021

We're going to focus the first half of this monthly report on the emergency flood response, as this rose to the top of Water Services' priorities in July.

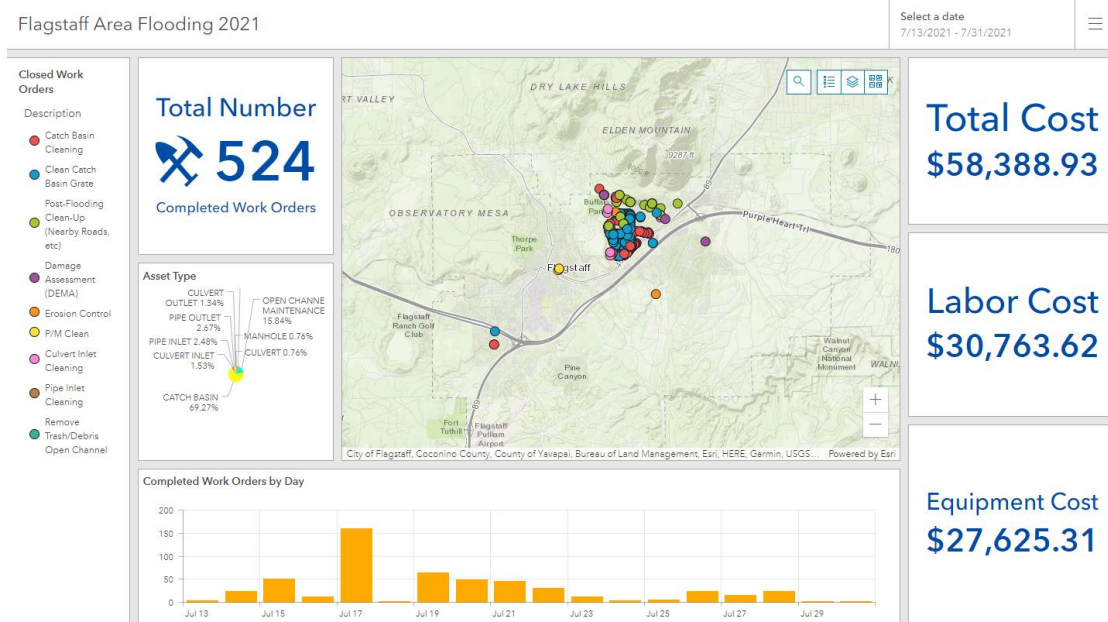
Monsoon season started with a fury, with flood events beginning July 13. So far, we have had four Museum Scar flood events, a 200-year rain event in the Fanning Wash watershed, another 50-year rain event in University Heights area, and a separate 25 year rain event. It's been an all-hands-on-deck effort with teams working together; within the city, with County or other government agencies, and with volunteer groups helping each other.

Some highlights include:

- Stormwater and SCADA IS Sections were prepared, having spent the past year in developing a comprehensive stormwater asset inventory with a corresponding work order system to support it. This allowed staff to prioritize, document, and respond to work orders systematically and effectively, while in the field. ~ We talked about the [Computerized Maintenance Management Software \(CMMS\)](#) system in our June blog, [Water Reliability Today and Tomorrow](#).

Flagstaff Stormwater System - Flooding 2021 Dashboard

***numbers may not reflect actuals reported to Council in formal presentations



Water – Wastewater – Reclaimed Water – Stormwater

Administration Offices
2323 N. Walgreens St., Suite 1
Flagstaff, Arizona 86004

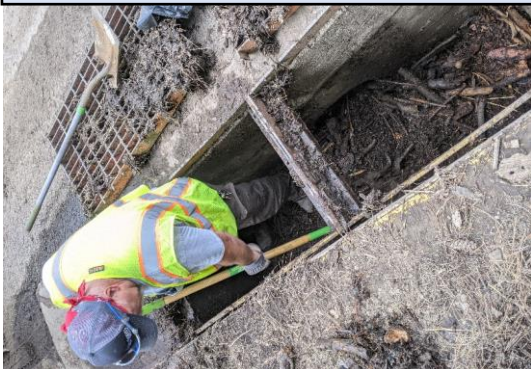
- As this dashboard indicates, crews completed over 500 work order requests for drainage mitigation over a two week period. About 69% of the efforts were directed to catch basins, with 16% in open channel maintenance.
- Crews from Wastewater Collections and Water Distribution worked alongside Stormwater crews, as well as outside contractors working cleanup; adding a Combination Sewer Cleaning Truck and a Vactor Vacuum Truck from Joe Dirt in Flagstaff and the City of Tempe. We were able to utilize the new Council-approved Movex electric two-foot-high four-foot-wide mini-dozer. Crews are working down third street and the 60" line on Dortha, to keep drainages clear every time it rains. All efforts were logged in the work order system.



Clearing a pine needle dam

- Corryn Smith, Water Services GIS Administrator is working with Team Rubicon, a volunteer group placing sandbags.
- Engineering teams have identified 132 public sites damaged by the flooding in five areas, with an estimated 4.1 million dollars in recovery costs. Henry Moore, our Water Resource Technician is helping Stormwater and Building Officials with assessments.
- Mark Richardson is a part of the the IMT (Incident Management Team), attending twice-daily briefings and developing a plan for the following day by 4 pm. Focus is on Museum and East Flagstaff flooding, with additional heavy rains on west side. He attends the engineering meetings held several times a week, addressing mitigation efforts in five main flood areas.
- Jim Huchel, Water Reclamation Manager, is training for the logistics coordinator role for the City in EOC, supporting any future needs.
- Ed Schenk served as the Flood Director in the first week of storms in July. Ed has served as the essential Stormwater point person for the City, working with County and engineers on most aspects of flooding, including damage assessments, mitigation review, recommendations for future improvements, and additional focus on keeping the channels clear in the City and facilitating the flood response with the County.

Cleaning catch basins in Sunnyside



- Thunderstorms can cause power outages. The Water Production facilities experienced several power outages. Staff ensured drinking water storage systems remained full, with no water quality issues during flood conditions.

The Reclamation facilities suffered impact to gates and cameras. We are prepared with emergency power and back up plans.

- Everyone is stepping up, with long hours. Crews are being scheduled to address flooding responses and work orders for the next couple months with staggered shifts to maintain coverage and avoid burnout. Using a standard protocol; after 14 days, have a two day rest period. Admin is tracking hours and project codes.
- Our Interim Water Services Director served as crew chief leading volunteer sandbagging efforts on Main Street on July 17 and joined Water Distribution staff to clean stormdrains over the weekends on July 18 and 25. She continues to check in with residents on Main near Main and Dortha, attends EOC, engineering, and policy meetings at the Director level.
- The July safety focus includes safety information on working around flood waters to field and plant staff.
- Communications sent out three Monsoon safety messages to the public, including flood management, easements and safety. A report will be prepared on the 2021 Flood Event and distributed to Council, Water Commission and available to the public.
- Our Stormwater Specialist, Chris Palmer, has responded to each citizen inquiry, recording damages, providing information and directing them to where they can get help.
- Flow gauges in Bow and Arrow and Switzer Canyon wash are measuring infiltration rates and other flow data. P.O.'s and requisitions are in process to accommodate emergency measures. We are in the process of prioritizing permanent mitigation measures within City's Stormwater budget, working with Stacey Brechler-Knaggs and her grant team.



Distribution staff dredging a channel



Team Rubicon placing sandbags

And, staff still took care of day-to-day work load:

Director

- We will have weekly meetings as necessary, due to emergency flood situation.

- Step plan development update. Mark and Erin met with Jeanie and Greg to brief on step plan characteristics to begin to align with Water Services pay plans.
- Re-entry plan for WSAB – Mary and Debby looking at needs to cover the office, put together a plan integrating work from home options. Mark Richardson is the contact for any PPE or disinfectant cleaning products.
- Erin sent a memo to Council on the Frances Short Pond fish die-off.
- Preparing for Council retreat topics for the retreat in September

Retirements

Jim Davis, Plan Reviewer, is retiring after 44 years of service. At 20 years old, he started his career with the City in 1976, as temporary help on the sewer tv van run by the Engineering Dept at the time. He soon became a permanent crew member in Wastewater collections, then later moved to Water Distribution. He worked his way up the ladder, as Maintenance Worker I, II and III; eventually becoming field services supervisor for both Water Distribution and Wastewater Collections in 2001, managing two budgets, 22 employees and two fleets. He was also instrumental in implementing skill-based pay. After 30 years with the City, he retired at age 50 in March 2006. He took an 18 month hiatus, returning to the City in August 2007 under a one-year contract as a plan reviewer. This led to a full-time position as a plan reviewer, one he has remained in for the past 14 years. Water Services is a family to him; we all stuck together and enjoyed being around each other. He plans to lay low for a while in retirement, let the dust settle from Covid, maybe do a bit of traveling. He and his wife (also retired) look forward to hiking, fishing and seeing new places.



Awards

Paul Adams, MSW in the Water Reclamation Plants, received a \$2,500 scholarship from AZ WaterReuse, to apply toward his civil engineering degree, to support future work in the water industry. Congratulations, Paul!

Recruitments

- Staff is Moving along recruitments for Engineering Section Director, Stormwater Section Manager, Stormwater Senior Project Manager, Laboratory Supervisor, Laboratory Technician, and Stormwater Collections field staff.
- We interviewed for Stormwater Manager position on July 31, with three candidates.

- Doug's interim position as Engineering Manager and Stormwater Manager sunsets in mid-August. Bringing in Turner Engineering to help as interim, as they know the projects.
- Engineering Section Director candidate screening was delayed.
- Need to start over for Stormwater Senior Project Manager - Floodplain Manager position, as the title changes in the new pay plan changed.
- Director recruitment went out on Friday, July 31.
- We don't get announcements on open positions internally through NeoGov, making it difficult to know when positions are posted.

Water Commission Agenda

No Water Commission meeting in July – summer break.
Will add a July flood update for August agenda.

Safety

Our safety goal for recordable injuries in FY21 was four; with the actual number at one. Kudos to water Services staff! While a goal of zero injuries is preferred for FY22, we will establish a realistic goal of two for FY22.

Section Updates (alpha-betically)

Brad Hill

Kudos to boots on the ground,
Providing support on backside:

- Legal report to submit to court on water rights.
- Wastewater story, rate and policy conversations
- Digester RSOQ, helping Mac and team choose design consultants.

Admin – Budget & Communications

- Report to the Water Commission is published! Paper copies will be available in mid-August.
- Water Talk news pieces were posted on monsoon safety, along with additional social media posts on easements and water quality.
- The [CIP Online Webmap](#) is being updated adding FY22 projects. Current project updates are posted, with Communications creating signs for each construction site.
- Monthly Rio de Flag Flood Control Project newsletter has been completed and sent to the public relations firm handling the outreach.
- Roving Rangers, a partnership with NPS and USFS interpretive rangers, has asked Water Services to provide a presentation on August 12 on City water policy and strategies.
- Communications is working on signage for Frances Short Pond, with information on the turbidity caused by monsoon rains, resulting in a fish die-off. Social media posts are slated as well.

- The July Blog on the reclaimed seepage study was released
- Ft Tuthill #2 video is in the final edit-stage.

Engineering

- New building plans are coming in regularly.
- Coconino County is finishing the sewerline project at Ft. Tuthill- University Heights. Working on reimbursement agreement oversizing, with future reimbursement on additional, potential sewer lines.
- Wrapping up work at McAllister Well pumphouse; cleaning up loose ends and addressing issues to get running. We have a breaker issue, and are calling in manufacturer for support. This is a new groundwater well adding drinking water capacity to the City's system.
- A P.O. for Ft. Tuthill #2 drilling work cleanup work is in process.
- Ft Tuthill #2 Well pumphouse design will be next, and will include SCADA and Water Production staff input to assure connectivity.

Operations

- Mark Richardson has been the point person for management of the emergency flood events, which have taken a priority.

Regulatory Compliance

- Pretreatment was asked to fill Frances Short Pond to resolve low oxygen levels, and found the line was blocked. The Collections crew cleared out the blockage – dead catfish from the turbidity event that caused the fish die-off.
- We are waiting on approval from ADEQ on the inspection report to issue notices on code changes.
- Staff is preparing for upcoming ADEQ inspections at Wildcat Hill and Rio de Flag Reclamation plants, completing checklists for the inspection.
- The annual MS4 (Municipal Separate Sewer and Stormwater System) permit will be submitted over next few weeks.
- We have completed interviews for both Lab Tech and Lab Supervisor positions.
- Airport had a total coliform detect, past the distribution system – inside the airport. Compliance will set up a sampling tap in front of airport, which is the standard policy. We sampled all wells and have flushed the system out. Staff is already performing additional sampling during flood events. Testing is performed within the distribution system, but we typically don't go beyond the meter.
- Compliance is working with legal on a SIU (Significant Industrial User) violation.

SCADA Information Systems

- Lorne is back, and working on Fridays, no coverage on weekend, but we have on-call availability. Corryn is working this weekend, to help the flood event cleanup.
- The switch at McAllister well is being reconfigured to 400 MGH, trying to use what we have and make it work. We have continued communication issues at McAllister well, that we're working through.
- Rod is working on coordinating master radio switch.
- We are in the last stage of Lake Mary Water radio tower design; SWI will be wrapping up the site plan.
- Lightning strikes burned out electric lines at Wildcat Hill. The Wildcat gate controller is being repaired (the chip got fried). We're still working on bringing Septage cameras back online.
- GIS specialist started July 26. Sophie Melfi was a Stormwater Intern last summer, logging GIS inventory assets. Bringing knowledge of the work to be done, we got her in the field right way, logging work orders.
- SCADA IE candidates will be interviewed for a site visit next week.
- Trimble (meter contractor) will be here, looking at flow meters for collections' needs.
- Rio de Flag WRP primary server replacement is scheduled for next week.

Stormwater (besides monsoon flood response)

- Keeping up with construction inspections
- Conducted a Bathymetry study at Frances Short Pond. Results showed the same volume as in 2005, so dredging is not needed. There are nutrient issues, causing the fish die-off, due to flooding.
- Planting wetland species in West Wash to rehabilitate the wash following maintenance dredging in June.

Wastewater Collections

- Helped Pretreatment on plugged line at wet well at Frances Short Pond
- Ran the TV inspection through new pipe through Coconino Estates before they pave.
- Crews are helping Stormwater efforts, available for assistance if rains cause flooding.

Water Distribution

- Crews are trying to keeping up on meter sets and normal work, while providing aid to Stormwater effort.
- We are getting behind on maintenance work orders and hydrant inspections, and plan to move focus there. We could use some Admin help to free up field staff.
- Requesting signage for water load out station; we're having issues. Will coordinate with Communications for signs.

Water Production

- No major staffing changes. The Lake Mary Water Treatment Plant is staffed from 6 am to 11 pm.
 - Consumption is down to the low 7's MGD (million gallons per day), with recent monsoonal moisture. It appears we have past our summer peak consumption of 10.5 MGD on June 16. Peak consumption last year was in mid-August.
 - We had a 14" cast iron pipeline break at North Reservoir Filtration Plant, which delivers water from Inner Basin. Staff was not able to stop the leak completely before making repairs. There are currently no plans of running the plant or Inner Basin Wells the remainder of this year.
 - Waterline road has been cleared of trees but there is substantial debris and erosion in places. Staff are planning on using heavy equipment in the next couple weeks to gain access to the wells and clear the road.
 - McAllister well is charged, and flushed with help from Distribution. We are currently setting safeties on well drives and trouble shooting.
 - Power outages affected McAllister Well and Woody Mtn. wellfield. They are programmed to come back on their own when power is restored. Working on some safety measures to keep power to critical areas. Met with APS to ensure communication tree. Adjustments will be needed at Woody Mtn Booster station, such as a new uninterruptable power supply (UPS).
 - We have not yet coordinated with the contractor on final Geophysical logs at Ft. Tuthill #2 well. We are ready to open the well head when they are.
 - Continental Well project is moving along. Pipe is laid for the new tank. Tank construction slated for next week.
 - Mitigation on 27" raw water pipeline is ongoing to facilitate USFS thinning project south of the Lake Mary Water Treatment Plant. Contracting with Turner Engr for recommended mitigations to protect the pipeline.
- Waiting on additional geophysical work (borings) requested by Turner.

Inner Basin Pipeline break

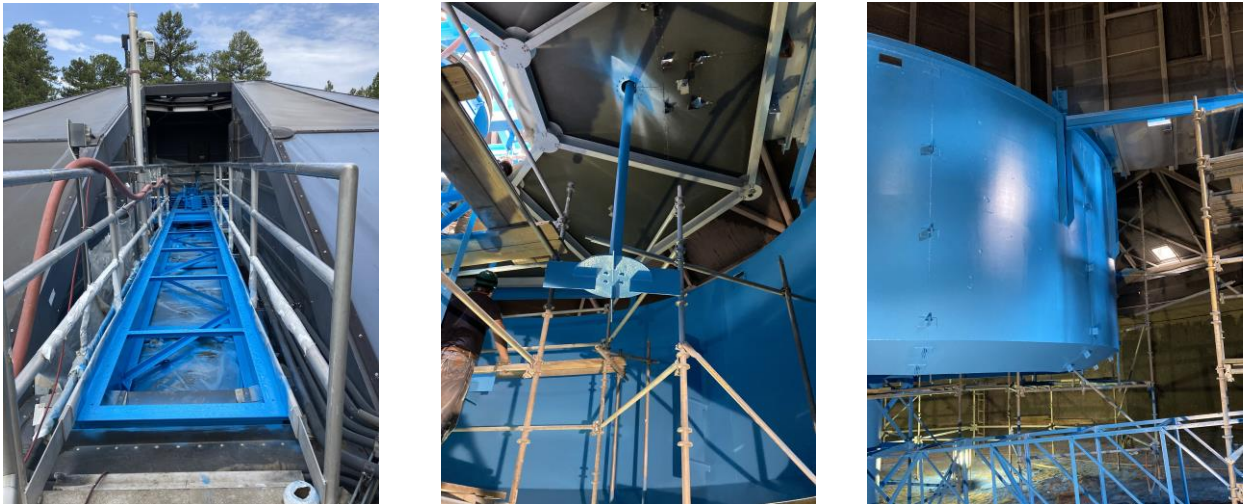


New Continental Well Tank

Water Reclamation Plants

- Committing staff to additional hours to allow on-call to take care of any emergencies.

- Plants are doing well, holding standards, even when experiencing high flows around 10-11 MGD, but the plant handled it well.
- Did some testing last week, and no issues.
- Clarifier rehab at Rio de Flag WRP is underway. A story map to follow the project's progress is underway.



Rio Secondary Clarifier, from left to right: Walkway, Flocculator, Refurbished Tank

Water Resources and Conservation

- Geophysics projects for locating more groundwater wells is on hold until flooding subsides and the acting director finds time
- The reclaimed water master plan is on hold for same reason
- The Resource Tech is mapping well locations in GIS, reviewing water table data in the Rio de Flag in order to calculate infiltration rates..
- Watering code enforcement has quieted down since the monsoon started in full swing.
- Staff have returned to the field with home and business water consultations.
- The rainbarrel program is resuming, in partnership with Joy Cone and the Co-Coop.
- The Low-water landscape rebate program has had significant interest this year.
- The 4th grade Water Festival may occur in person this year, if they can secure district approval and hire enough bus drivers.

Respectfully submitted,

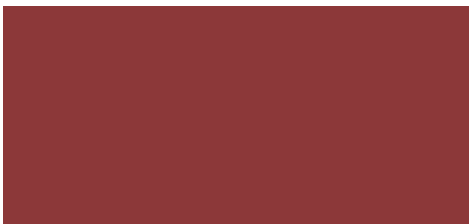
Lisa Deem

Management Analyst
Flagstaff Water Services

8.6.21

HOUSING SECTION NEWSLETTER

City of Flagstaff



WHAT DOES HOME MEAN TO YOU?

The City of Flagstaff 10 Year Housing Plan is underway, and the Housing Section wants to know “*What does home mean to you?*”. By participating in this very short survey, you are allowing staff to include your name and quote in the 10 Year Housing Plan. Please take the survey here, [Meaning of Home Survey!](#)

On December 1, 2020, City Council declared a Housing Emergency in Flagstaff, prioritizing affordable housing within City operations to create safe, decent, and affordable housing opportunities for all community members.

The Housing Plan will define the housing emergency in Flagstaff and will provide goals and strategies to reduce it. As the City implements the Flagstaff 10 Year Housing Plan, the goal is to substantially increase the number of available and affordable housing options for all Flagstaff residents at all income levels.



APPLICATIONS NOW OPEN FOR THE HOUSING COMMISSION

Flagstaff City Council will appoint five Housing Commissioners in September 2021. The [Housing Commission](#) has required seats for a local builder, developer, and lender. The other two seats are for a low-income housing expert and a community representative. If you are interested or know anyone who might be interested, please apply by August 20th. [Click here for a commission application form.](#)

The Commission strengthens Council's goal to "Support development and increase the inventory of public and private affordable housing for renters and homeowners." Flagstaff's Housing Commission also assures that an open, inclusive, and transparent process is utilized in the discussion, prioritization, and presentation of recommendations that address the community's housing needs.

The Housing Commission meets on the fourth Thursday of the month from 1 PM-3 PM. The next meeting will be held on August 26, 2021. Applicants must reside in City limits and be over the age of 18 years to be eligible to serve. For questions, please email LBloom@FlagstaffAZ.gov.

HOUSING AUTHORITY BOARD UPDATES

The City of Flagstaff Housing Authority Board consists of the Mayor and six citizens. The Board oversees the functions of the Housing Authority and assists low-income families with safe, decent, and affordable housing opportunities as families strive to improve the quality of their lives. The Board typically meets the third Thursday of the month at 10:00 am, currently via [Microsoft Teams](#). Meetings are open to the public and can be joined remotely for public attendance and comment. The next meeting will be held on August 19, 2021. Future meetings may be held in person.

CFHA Board currently has one vacancy for a participant of public housing or housing choice voucher programs. Applications are always accepted and can be submitted online through [the Board & Commissions page](#). Additional information on the CFHA Board can be found on the [CFHA Board page](#).





NEW RENTAL APPLICATION & SECTION 8 RE-OPENING

On July 15, 2021, the City of Flagstaff Housing Authority (CFHA) moved to a new, more user-friendly online application portal through Haven Connect. Haven Connect offers many services to help with applicant communication, including text messaging support, live updates to applicant profiles, and more.

In addition, Haven Connect will host the [Section 8 Housing Choice Voucher application beginning September 1, 2021, at 8:30 am](#). Section 8 Housing Choice Vouchers (HCVs) provide families with a voucher to cover rent over 30% of household income for families earning no more than 50% of the Area Median Income (AMI) by household size. All CFHA waiting lists are sorted by residency preference. Residency is verified when an applicant's family nears the top of the waiting list.

If you or someone you know is interested in affordable housing programs offered by CFHA or community partners, please direct them to flagstaff.az.gov/4374, which provides direct application links and information about additional housing options.

EMERGENCY HOUSING VOUCHERS

The City of Flagstaff Housing Authority (CFHA) is coordinating with the Front Door of Coconino County to administer and deliver Emergency Housing Vouchers (EHVs). EHVs for the City of Flagstaff will be provided based on a referral from the coordinated intake system at Front Door, followed by an eligibility review by CFHA staff. EHVs are funded through the American Rescue Plan Act (ARPA) and prioritize housing voucher support for families who are:

- Homeless;
- At risk of homelessness;
- Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
- Were recently homeless or have a high risk of housing instability.

Interested individuals or families may contact the Front Door Program:

- Holly Creager with Flagstaff Shelter Services, Holly@FlagShelter.org, (928) 225-2533 ex 307; or
- Michelle McManimon with Catholic Charities, MMcManimon@CC-AZ.org, (928) 774-9125 ex 53007.





COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PARTNER AGENCY SPOTLIGHT



In May 2020, Flagstaff City Council allocated funding to Threaded Together for their Sewing and Textile Employment Pathway (STEP) Program. The STEP program provides women and vulnerable populations the opportunity to learn valuable tailoring and sewing skills through a paid apprenticeship. In addition to gaining competence and confidence as a professional sewist, participants are encouraged to explore their creativity through scholarship opportunities in the Community Classroom. Threaded Together aims to help every STEP apprentice find meaningful work in the textile industry upon graduation.



Threaded Together worked throughout 2020 to aid healthcare and social service agencies with much-needed personal protective equipment (PPE) during mass shortages. In 2020, they made more than 4,000 sustainable, reusable hospital gowns delivered all over healthcare facilities on the Navajo Reservation, as well as countless cloth face coverings for local social service agencies like Flagstaff Shelter Services.



This spring Threaded Together hired their first apprentice and is currently conducting interviews for their second apprentice. The program will ultimately provide three low- to moderate- (LMI) individuals with sewing and textile technical and employable skills through a 9 month, 720-hour vocational training program. Apprentices are provided a per hour stipend for their time allowing them to continue to earn income while dedicating their time to the program. After just two months in the program, the STEP program's first apprentice has already acquired the skills necessary to confidently work on production sewing contracts. She is the main sewist for a production contract with a local pediatric dentist manufacturing weighted blankets to keep young patients calm and feeling more secure during dental procedures.



To learn more about Threaded Together and the many programs they offer please visit www.threadedtogether.org.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) UPDATES

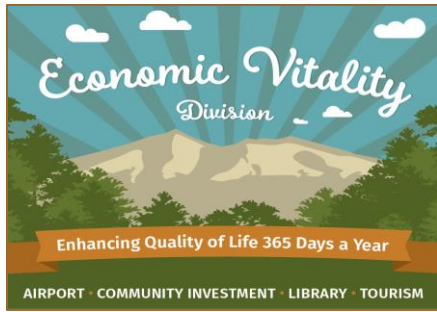
On Thursday, June 24th, City staff and the League of Neighborhoods hosted a neighborhood town hall meeting for the residents of the Sunnyside, La Plaza Vieja, Southside, and Pine Knoll neighborhoods. The City was represented by staff from the housing, community development, code compliance, capital improvements, parks, and rec and parking. The residents had many questions about the CDBG program and how funds have been used for projects in CDBG designated target neighborhoods in the past. Housing staff provided an overview of the program and the ranking process as well as neighborhood priority setting and public participation for the CDBG program. Residents and staff discussed ways that the target neighborhoods could be more involved and have a larger role in the ranking and selection process. The meeting was a great opportunity for residents to talk with staff about their concerns and ask questions about infrastructure needs and parks needs in their specific neighborhoods. The discussion was productive and constructive for both the residents and staff. Staff is looking forward to working with the League of Neighbors to create an annual opportunity for residents to meet one on one with City staff to keep this important conversation going.

INCENTIVE POLICY FOR AFFORDABLE HOUSING (IPAH) UPDATES

Project Managers held a working group meeting in early July to discuss the required period of affordability for all affordable units. The amount of time a unit is required to remain affordable is a critical component of affordable housing programs because it impacts the number of households that can benefit from the city's affordable housing stock. The City's policy has always emphasized permanent affordability, which was decided through community input and Council direction in the 2009 Incentive Policy for Affordable Housing (IPAH). Stakeholders and working group members at the meeting discussed the idea of implementing a right of first refusal provision on rental properties with expiring affordability periods, which would give either the City or a third party the option to buy the rental property and preserve the existing affordable units. Another idea was to allow more flexibility for developers to come up with their own shorter-term affordable options, such as down payment assistance programs that are forgivable over time. These ideas and others will be discussed in a follow-up meeting about in-lieu options on August 2nd from 1 PM - 3 PM over [Teams](#). For more information about this update, contact Jennifer Mikelson, Housing Analyst, at (928) 213-2744 or JMikelson@FlagstaffAZ.gov.



Everyone deserves safe, decent, and affordable housing.



JULY
2021

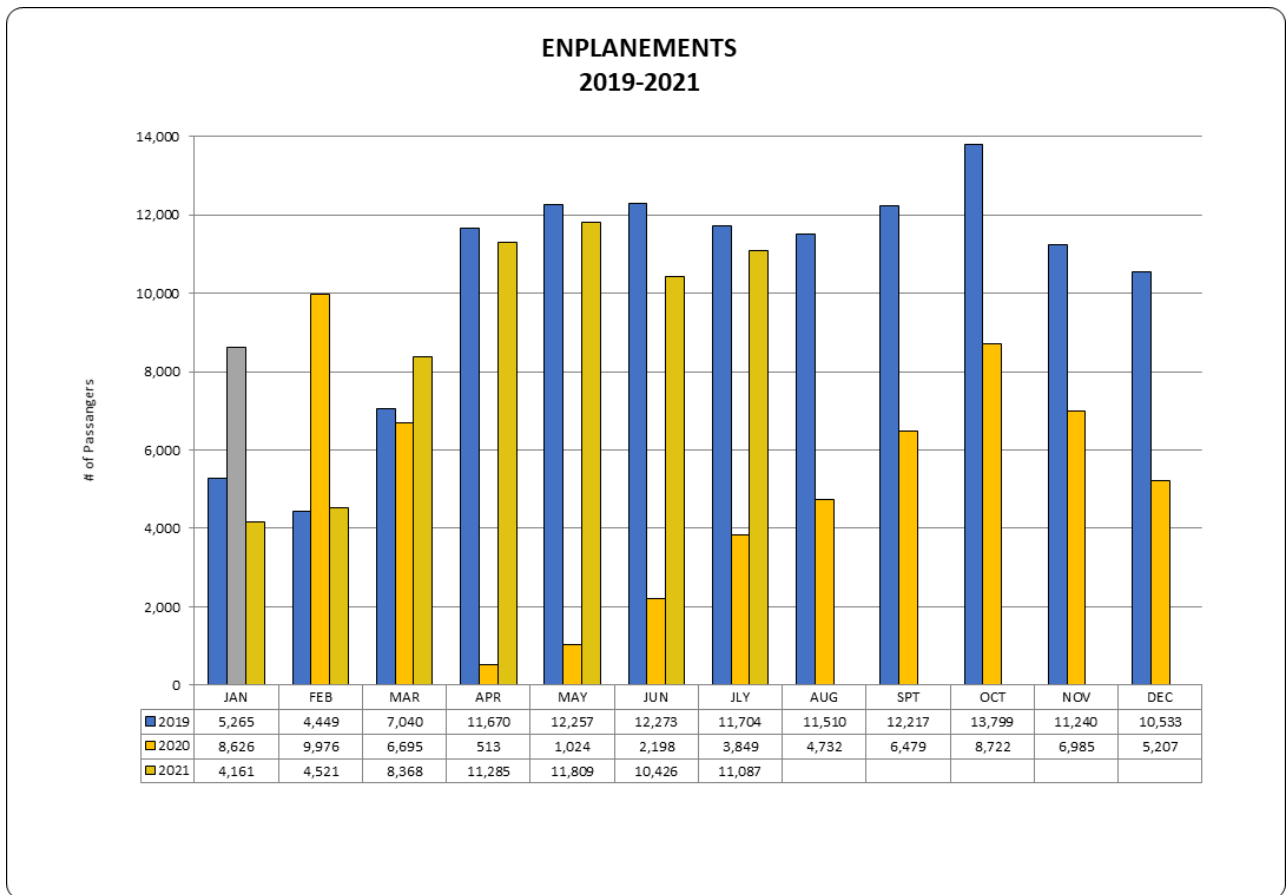


AIRPORT STATS:

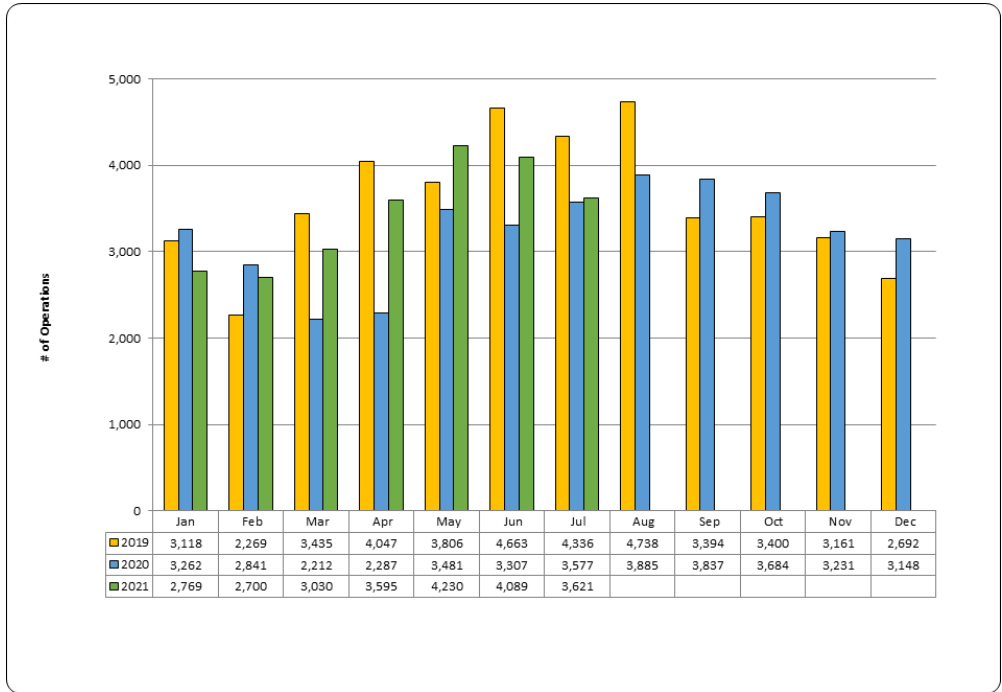
Each month the Flagstaff Airport receives and tracks information on **passenger enplanements, fuel sales, and operations**. This information is presented to the Airport Commission for questions, comments, or further explanations on variations. Each tracking has importance to our airport for the following reasons shared below.

ENPLANEMENTS assist in showing growth which is important to an air carrier when looking to add routes, more days, etc.

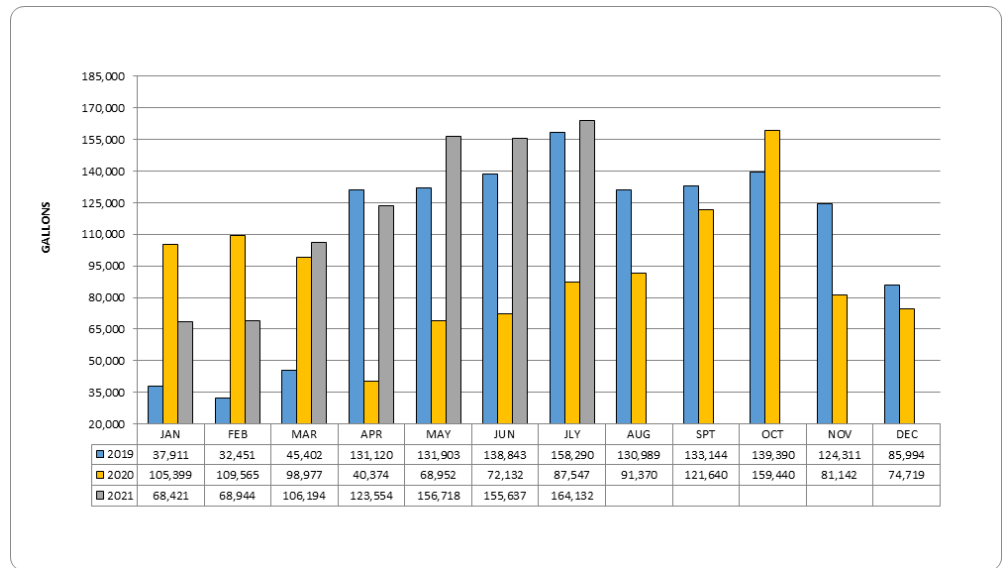
- **11,087 total enplanements for July...only 617 shy of 2019 numbers**
- **11 flights daily - 3 to Denver, 3 to Dallas Fort Worth, and 5 to Phoenix – Please Fly Flagstaff First!**



OPERATIONS, which is either one take-off or one landing, show just how busy the airport is from month to month. **Total was 3,621 which is still not meeting 2019 numbers but an increase from 2020.**



FUEL SALES is an economic indicator for business traffic and air carrier traffic, which tend to be an indicator for which direction the economy is going. **Fuel sales continue to beat 2019 numbers!**



AIRPORT 'AIR CAFÉ': Discover Flagstaff's Creative Services Manager has been working to enhance the destination messaging with the café owner. There will soon be beverage service in the hold area and the café wall is being wrapped with our 7 Wonders campaign in order to encourage visitors to extend their stay and see more attractions.



AIRPORT STAFFING: Welcome **Matthew Beckham** (Operations/ARFF Specialist) and **Tanner Caputo** (Operations/ARFF Specialist) to our ARFF TEAM!

AIRCRAFT RESCUE FIRE FIGHTING: Our Aircraft Rescue Fire Fighter/Operations Manager took online training for the American Association of Airport Executives Certified Member test and PASSED!!! **Great work, Tim Skinner!** This is the first stage to be qualified as an Accredited Airport Executive (AAE), of which there are only 480 active AAE's working in the United States currently.

NATIONAL AIRPORTS CONFERENCE: The Airport Director attended the National Airports Conference this month in Las Vegas. He serves on several committees including the General Aviation, Contract Tower, Commercial Service and Transportation Security committees. This 3-day event had over 1,600 attendees in which vendors showed their wares, held training sessions and committee meetings with guest speakers who provided education on the latest impacts to airports.

WEATHER: Nationally, weather this month caused massive delays all over the country. Even with record rains in Flagstaff, delayed flights in and out of our airport were due to weather elsewhere.

SECOND PARKING LOT PROGRESS:

- The parking lot should be completed by September 2021 with a paid parking model established by January 2022. There will still be free parking options as well as short and long-term pricing. All revenues will go directly to funding airport operations for the future and assuring that all people parked are there for airport use.
- The Airport Programs Manager and Community Investment Director met with FlowBird Parking this month to discuss the needs for our parking control system for the Airport Paid Parking Program. They are sure they have equipment that can perform our requirements. FlowBird is the vendor that we use for the downtown Flagstaff parking program, so we are trying to create consistency across sections.



PARKFLAG:

Passport Back office Software Updates:

- Passport successfully transferred data from Nupark (the old software system) to Passport, this included all information for current permit holders and all paid and unpaid citation information.
- ParkFlag went live with our new enforcement and back office software. Many hours were spent testing the software prior to launch, staff also downloaded and updated software on the new handheld enforcement devices and citation printers.
- A non-construction related Encroachment Permit was added to our permit list. Now the public may apply for non-construction related permits through ParkFlag. This will benefit all parties, Community development who was processing those permits, ParkFlag, and the customer.

Flowbird/Kiosk Updates:

- The ParkFlag team installed a kiosk on Cherry Ave in front of the Municipal Court. There are now two kiosks available for use on that block of Cherry Ave and the new public lot located just north of the court.
- We placed an order with Flowbird for 104 4G Modems. This communication upgrade will also decrease the time a customer spends waiting to complete the parking purchase process at all kiosks.
- ParkFlag continues to see communication errors on several kiosks. We are waiting for modems to arrive and are confident the upgrade will eliminate most of those errors. In most incidents staff can troubleshoot to correct the errors, unfortunately we currently have two kiosks hooded for being out of service.

Staffing Updates:

- ParkFlag posted the open Parking Aide position and received 12 applicants. Three applicants self-scheduled interviews, and we are hoping to make our final selection the second week of August.

Community Updates:

- The FSL/Cherry Lot is open for business!! →
- ParkFlag installed paid parking signs at the entrances of the new public parking lot north of the Municipal Court on Cherry Ave.
- Considering the decision that several *curbside pick-up zones* will remain downtown indefinitely, ParkFlag began the informal quote request process to purchase professionally produced signs. NOAZ provided the only bid. We placed the order and hope to see the signs out early August.
- Emails went out to all monthly employee permit holders informing them of the change in the permit portal.



BEAUTIFICATION AND ARTS & SCIENCE:

COMPLETED PROJECT:

ALLEY ART: A new **alley art piece** was installed downtown, in the alley south of Heritage Square that is perpendicular to Aspen Avenue. Local artist **Bruce Aiken's** painting was transferred to vinyl wrap and placed on a metal electric box, bringing additional color and interest to the alley. This is a Beautification in Action Grant funded in June 2021. See image (right) of the water and Grand Canyon view that Bruce captured; he spent many years there as a guide. Thank you to community member David Stephens for instigating this project.



PROJECT UPDATES:

AIRPORT PARKING LOT ART: Staff and the artist conducted the first design for safety meeting to ensure artwork meets code. A request to create a prototype of a section of artwork to review edges was agreed to. The design team hit an issue with contracting under GMP2 for the City Council date of August 24; held meetings to resolve. Staff met artist team to evaluate new timeline, new responsibilities, and issues for project with individual procurements for required materials and services. Installation now projected for May 2022.

AZ MURAL INITIATIVE: Staff met with an art professor in southern Arizona who is spearheading a statewide mural project (with many partners identified). She is hoping Flagstaff will be a key partner in this effort and in a National Endowment for the Arts proposal.

ART WRAP ON TRAFFIC SIGNAL CABINET DAMAGED: One of the traffic signal cabinets at Cedar and Gemini was struck by lightning and had to be replaced. Staff has initiated replacing the art wrap by getting a quote from a vendor.

BUS ART ON CLIMATE CHANGE AND HOPE: Staff presented and BPAC approved the selection panel recommendations for the project. Staff commenced with artist agreements and fabrication. Contracts with artists and Mountain Line are near completion. Staff also created a ½ page handout on the artists and designs and drafted a webpage about the project to share when it is installed. We anticipate installation in August. Two examples of the selected designs are included above. Thanks to our VISTA member for leading this project!



DOWNTOWN CONNECTION CENTER ART: Artist team worked with historical preservation staff on potential interpretative plaques for Route 66 bridge and with architectural team on glass art project for the new DCC building. Staff met with artist team to create BPAC presentation for the Art Master Plan approach discussion on August 9th.

LIBRARY ENTRY ART: Team conducted review of prototype with Risk Management and will change edges slightly per suggestions. The design team set review with upper management on safety concerns raised at Council and how they were addressed. Further development of the sculpture to address lighting and aesthetic book like feel were reviewed by team. Staff met with the artist and received a lighting model. Team discussed new direction for the temporary art installations component of the art concept that does not require attachment to the rail. The design team also worked on electrical components.

TRAFFIC SIGNAL CABINETS 2021: The call to artists concluded. Staff sought community stakeholders and held three selection panels to evaluate the submitted proposals for four locations (the two locations in Sunnyside were combined into one meeting). Evaluations to be tallied first week of next month.

PROGRAMS:

HAL JENSEN REC CENTER YOUTH PUBLIC ART TOUR: Staff partnered to lead youth on a tour of Flagstaff's public art utilizing the new public art walking tour! See image, left. Check out the self-guided walking or bicycling tours [here](#).



INCLUSION OF ART/CREATIVITY IN THE 2045 REGIONAL PLAN: Staff worked with Comprehensive and County Planners to draft a scope of work for a call for proposals. The scope includes 'creativity kits' for visual input from the community to the plan to help illustrate the desired future for Flagstaff in an engaging process.

FLOOD RESPONSE: Staff worked at the Emergency Operations Center to assist in gathering public damage descriptions and costs and worked with the County on compiling community resources that will be used if a virtual resource center is activated.

HIGHLIGHT FROM A NONPROFIT SUPPORTED BY CITY BBB FUNDS:

FLAGSTAFF ARTS COUNCIL has been hard at work on rebranding and marketing their organization and the broader arts, sciences, and culture nonprofit sector. This work was enabled by an additional grant from the City last FY for \$40,000 for this effort, approved by the Beautification and Public Art Commission. They are now called **CREATIVE FLAGSTAFF!** Check out their new website and branding here: <https://creativeflagstaff.org/>



ECONOMIC DEVELOPMENT: (Business Attraction, Retention & Expansion)

BUSINESS ATTRACTION:

Attraction Efforts:

UACJ WHITEHALL INDUSTRIES: Expects their first shipment of products to be sent out at the end of August. Staff has been coordinating with their team to announce an official ribbon cutting ceremony to celebrate their expansion into our community with all the partner organizations that made this attraction possible. The event has been tentatively scheduled for the week of August 16th and an official invite will be sent out next week. Whitehall is undergoing the last phases of their construction and factory design and will begin producing several hundred new components for electric vehicle companies by the second week of August.

KATALYST SPACE TECHNOLOGIES: Has officially moved into their new home on Innovation Mesa at the Business Accelerator (NACET). The economic development team met with Katalyst's founder, Ghonhee Lee and discussed the future of their company here in Flagstaff. Katalyst is excited to announce that they will be looking to hire four additional positions by the end of this year and will look to hopefully expand their operations at the Accelerator. They have also secured additional contracts with NASA and the Department of Defense and are currently scheduled to launch their first products into space by 2023!

EVENTS: Staff and Mayor Deasy spoke at an event that was recently put on by the Climate Action Campaign. They highlighted the successes the City has had by working towards sustainability and economic development goals in tandem and the achievements that have come from that approach.



INCENTIVE PROGRAMS:

- **Sustainable Automotive Tax Rebate:** Was designed to assist our local dealers and boost sustainable action in our community. This incentive has encouraged several local dealers to enhance their stock of electric vehicles and there are currently over 15 new reservations for fully electric vehicles that will be purchased in the coming months. **To date there have been 14 successful applications**, two of which have been for fully electric vehicles. There is roughly \$10,000 left in this fund to encourage purchasers to shop local and buy sustainable.

- Revised versions of the **Job Creation Incentive**, the **Development Reinvestment Incentive**, and the **Sustainable Automotive Sales Tax Rebate** were all unanimously approved by Council in May of this year. Staff is working diligently to produce marketing materials for these updated incentives and will share them with you all so you can help spread the word about these tremendous opportunities. These materials will be available for distribution in the first week of August.

AIRPORT 31.45 ACRE PARCEL: The Airport 31.45-acre master development process is continuing to progress. Staff has been meeting with Genterra regularly for the past several months, negotiating this parcel's development. A reimbursement agreement was recently approved by Council, which is the first of three agreements in this process. The next phase in this process will be to bring a ground lease to Council for approval. This ground lease will outline many important aspects of this parcel's development and will also include the revenue structure that will ultimately benefit and support our growing airport. Staff hopes to bring this item to Council for approval in September/October and both teams have been reviewing various financial models to ensure the best outcome and use of this site.

OTHER ATTRACTION HIGHLIGHTS:

- The former Albertsons building is currently undergoing tenet improvements to house two new businesses. We are pleased to announce that Big Lots and Goodwill are likely going to fill this renovated space.
- Staff is working with a development group that hopes to bring a major microchip manufacturing plant to the region. This project is in its infancy, however, the economic development from this project has the potential to be immense.
- A new mattress company 'Sleep Number' has moved into the former Smash Burger location, located next to Dunkin Donuts.

BUSINESS RETENTION & EXPANSION:

PRESS:

BUSINESS FACILITIES MAGAZINE: The economic development team is telling the stories of opportunity in Flagstaff in the July/August Rankings Edition of Business Facilities Magazine.



- Marketing the unique value propositions of life in Flagstaff is important for recruitment, attraction, retention, and expansion efforts.
 - Business Facilities Magazine provides hardcopy distribution and amplified digital impressions for six months beyond the original publication date which translates to great value for the Economic Development Team.
 - BR&E and Business Attraction Managers submitted an advertisement will be published in an upcoming July/August edition of Business Facilities Magazine.
-

PROJECT UPDATES:

ARIZONA MURALS/ARTS PASSPORT: This dynamic statewide initiative designed to bring art and tourists to Arizona communities is underway.

- Staff from BR&E and Beautification, Arts, and Sciences Offices met with the statewide group to learn about the project.
- Leadership hopes to apply for federal arts grants using funding from participating communities as the match. Arts projects will begin July 2022.

- The group will bring an Arizona artist with national acclaim to work with local artists creating unique murals with common threads across the state.

DISCING4KIDS: Character and leadership development for children ages 5 to 20 through disc golf programs, Discing4Kids is delivering growth opportunities throughout Flagstaff.

- Staff met with the Executive Director and Councilmember Shimoni to learn more about the unique non-profit and their plans in Flagstaff.
- Discing4Kids delivers after school programs and summer programs. The programs have been so successful that the organization now needs to grow.
- Staff will work to connect Discing4Kids to resources to assist the non-profit expand sustainably.
- Learn more at <https://www.discing4kids.org/>

ROUTE 66 BROWNFIELD ADVISORY COMMITTEE (BAC): The BAC met to review new applications.

- Five new applications for five separate properties were reviewed by the BAC at the recent meeting.
- The BAC has now reviewed applications from 13 separate properties.
- Successful applications receive funding for Phase 1 environmental assessments.
- This effort continues to help property owners to address any perceived and/or real environmental issues, which supports local and global communities improving the environment one property at a time.

ELEVATE PRE-K: The Elevate Pre-K team reported out to Flagstaff City Council and community.

- LAUNCH Flagstaff and the Association for Supportive Childcare, in partnership with the Wharton Foundation and the City of Flagstaff, reported recent efforts to support the parents in finding suitable childcare for their families. Childcare capacities diminished during the response to COVID making it difficult for many to get back to work.
- The team outlined ways to deliver high quality childcare by potentially accessing American Rescue Plan funds. The presentation was received well by the council and the organization.

ARIZONA PRE-K ALIGNMENT: The National League of Cities Arizona cohort held a regularly scheduled monthly meeting to discuss latest efforts.

- Economic and workforce professionals from municipalities around the state of Arizona discussed their recent Mayoral roundtables designed to engage and align early childhood efforts statewide.
- Communities are beginning to access CARES Act funding and making substantial investments in early childhood services and capabilities.

WORKFORCE DEVELOPMENT: Community Investment staff and Mayor Deasy met to discuss the workforce system in the region and ways to positively impact and enhance it.

- Federal and state legislation guide the framework of the workforce system in Arizona. The state agency is known as the Workforce Arizona Council. The Arizona workforce system is known as the ARIZONA@WORK workforce development system.
- There are two sides of the workforce system: the employee side which works directly with a job seeker, and the business side which engages employers directly.
 - The employee side is made up of mandated partners including the Department of Economic Security (DES) and education providers. The mandated partners deliver programs addressing four core areas:
 - Title IB: Adult, dislocated Workers and Youth
 - Title II: Adult Education and Literacy

- Title III: Wagner-Peyser
- Title IV: Vocational Rehabilitation
- The business side is the ARIZONA@WORK Coconino County Workforce Development Board which convenes industry leaders and the mandated partners.
- Programmatic elements of the ARIZONA@WORK Coconino County Workforce Development System are managed by the ARIZONA@Work Career Services Center located within Coconino County Health and Human Services.
- As the Flagstaff City Council has been exploring ways to increase the impact of city resources on the workforce system. Staff will be exploring effective ways to do so.

2021 ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGIES (ATCMTD)

PROGRAM: Community Investment Staff supports Metroplan to secure infrastructure funding.

- Staff is gathering letters of support from businesses adjacent to the infrastructure project in the hopes of securing federal funding.

PROGRAM UPDATES:

BUSINESS RETENTION AND EXPANSION INCENTIVE (BR&E-I): The BR&E-I is gearing up to receive applications again!

- Flagstaff businesses looking to expand are invited to compete for up to \$30,000 to bridge their financial needs to grow.
- Details will be advertised over the next two months on the ChooseFlagstaff.com website and others channels as well.
- Staff is prepared to receive applications between July 1 and August 31.
- Start thinking about how you may grow your business in Flagstaff today!



ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) ECONOMIC ADJUSTMENT ASSISTANCE GRANTS: Team Flagstaff is preparing two grant applications for projects listed in the Northern Arizona Council of Governments (NACOG) the Comprehensive Economic Development Strategy known as the CEDS.

- Projects at the interchange at Interstate 17 and John Wesley Powell (JWP) Boulevard are the focus areas for the two applications. One relates to transportation improvements related to the expansion of Northern Arizona Healthcare (NAH)-Flagstaff Medical Center (FMC) campus, and the other relates to the infrastructure requirements for the 31.45-acre project near the Flagstaff Pulliam Airpark.
- Staff is hoping to complete the applications in the next week.

ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) AMERICAN RESCUE PLAN ACT (ARPA): The EDA is rolling out more American Rescue Plan Act programs to assist communities to get back on their feet!

- BR&E staff attended a webinar to learn more about the following EDA programs:
 - Build Back Better Regional Challenge
 - Good Jobs Challenge

- Economic Adjustment Assistance
- Indigenous Communities
- Travel, Tourism and Outdoor Recreation
- Statewide Planning, Research and Networks
- Coal Communities Commitment
- Staff has convened a group of internal and external partners to explore ways to bring money from as many of these programs as possible to our region as every one of them has distinct applicability to our communities. The group will meet next week.



ARIZONA@WORK COCONINO COUNTY BUSINESS SERVICES TEAM (BST): The BST convened a reformed team with new leadership.

- The Department of Economic Security (DES) Business Services Representative convened economic and workforce professionals to discuss emergent needs.
- Partners reported challenges to encouraging people to get back to work. Many programs designed to support people to remain home during the response to COVID were so successful that many people are not going back to work.
- Recent state Executive Orders have been issued to encourage a return to work for many Arizona residents.

ARIZONA@WORK COCONINO COUNTY EDUCATION COMMITTEE: The Education Committee met to bring greater understanding of the Workforce Innovation and Opportunity Act legislation to the Workforce Development Board and to the community at large.

- The Committee will work one chapter at a time to create a one-page flyer designed to increase understanding of the duties and expectation of the board member.
- The Education Committee will now meet on a monthly basis.



AAED GOVERNMENT AFFAIRS COMMITTEE: The Government Affairs Committee held their regularly scheduled meeting to learn the latest legislative news.

- The group discussed many topics including Proposition 208. The Arizona Supreme Court is considering a challenge to Proposition 208's constitutionality. Stay tuned.

AAED GOVERNMENT EDUCATION COMMITTEE: The Education Committee held their regularly scheduled meeting to learn the latest legislative news.

Upcoming AAED Academy Courses include the following:

- July 28-29: Economic Development in Arizona Recap
- Aug 25-26 (25 if in-person): Entrepreneurship & Small Business Development
- Sept 29-30 (29 if in-person): Arizona Workforce Development

- Oct 27-28 (27 if in-person): Downtown Development



LIBRARY MONTHLY STATS: From MAY & JUNE 2021...

	May	June	Difference
Unique Borrowers	1,426	3,754	+263%
Curbside Checkouts/ Total Circulation	13,792	20,582	+149%
Reference Help	1,396	2,618	+187%
Door Count	--	8,788	
Computer Sessions	55	1,139	+2071%
*The libraries reopened to the public on June 2 nd for in-person browsing and staff interaction.			
Note: these numbers are a month behind due to reporting timeframes			

EAST FLAGSTAFF COMMUNITY LIBRARY (EFCL) TOILETRY KITS: We began giving out toiletry kits created with friends funding in April 2021. Word spread slowly, and we gave out 3 in April and 4 in May. In June they took off, and we gave out 28 in June and 40 in July. One patron said, "I'm so glad that you guys have these kits! They've been so helpful!"

SUMMER READING CHALLENGE: The Youth program had 732 participants, with 415 finishers (higher than our normal average of 50%).

- Storytimes saw a lot of participation with one program, Turtle Tales, hitting more than 120! Getting to do storytimes outside whether at Bushmaster or Thorpe Park or on the library's back lawn was a blast for kids and librarians alike. It was such a success we will continue doing them this way for as long as the weather holds – EFCL's Fall Family Storytimes will be held at Bushmaster every Wednesday from 10:30 – 11:15 am (except for Sept 22 and Oct 20).



ADULT SUMMER READING CHALLENGE: In June and July, 332 adults participated in the Summer Reading Challenge, with 124 adults completing the program through points earned by reading, attending events, and completing activities. Participants read a total of 578,746 minutes, completed 179 missions, and were awarded 88 raffle prizes. All adult participation numbers increased from the 2020 Summer Reading Challenge.



LIBRARY STAFFING: The library has said goodbye to some amazing staff over the last little while, but we have also had the privilege of welcoming many new (and some returning!) staff that we are excited to add to our team.

- Some farewells go to Michele Brosseau, our CMS supervisor, Jamie Paul, one of our Librarians, and many of our amazing, hardworking temp employees.

- We are glad to welcome **Warner Locke, Jolene Rohrbacker, Brandon Waddle,** and the returning **Sarah Tsosie!** More staff will be joining the team soon as we move toward being fully staffed.



TOURISM MONTHLY COFFEE KLATCH:

The Discover Flagstaff team hosts a get together each month where industry partners gather to hear more about what the team is doing to market the destination and offers a stakeholder roundtable. At the end of each meeting, staff has pre-arranged for attendees to pick up coffee or a pastry (on us!) at one of our many local coffee shops. This gathering happens the second



Friday of each month at 8:30 a.m. Currently, these gatherings are virtual, but we hope they will go back to in-person soon. *If you are interested in joining us, please reach out to Carrie Nelson at cnelson@flagstaffaz.gov.*

LODGING METRICS:

(From JUNE 2021 – Note: we always report a month behind)

- **Occupancy:** 87.2% compared to 84.9% (2019 pre-COVID)
- **Average Daily Rate (ADR):** \$136.33 compared to \$119.30 (2019 pre-COVID)
- **Revenue per available room (RevPAR):** \$118.92 compared to \$101.31 (2019 pre-COVID)

June	2019	2020	2021	Diff
OCC	84.9%	65.3%	87.2%	+33.6%
ADR	\$119.3	\$82.80	\$136.33	+64.7%
RevPAR	\$101.31	\$54.06	\$118.92	+120%

At the beginning of the pandemic, the Discover Flagstaff Team placed safety and responsible tourism at the forefront of our consumer messaging and in-market touchpoints; all while keeping the brand very much alive in the virtual space. Meanwhile, we have had a separate track of production ready to go at any time that the restriction where to be lifted. This track includes direct sales, marketing, Meetings, Media Relations, international Travel Trade, co-ops, business travel and more. This tandem approach – one actionable day-to-day and one waiting in the wings – has allowed us to be nimble. As the situation changed rapidly and restrictions were added or lifted, we would already have multiple options which were put through the brain trust and ready to implement.

It is always important to note that the stakeholders and industry partners are to be celebrated as they fought to keep their businesses above water and to serve the visiting public in the safest way possible.

We continue to out-pace one of our strongest years, and the last year prior to any effects of the pandemic – 2019. Demand is high for Flagstaff.

VISITOR SERVICES:

WALK-IN & RETAIL FY21 Figures: There were 12,199 walk-ins to the Visitor Center for an increase of 67% over FY20, retail sales were \$31,842 for an increase of 66% over FY20.

MODEL TRAIN: The model train ran 270 times in the month of July.

VISITOR CENTER STAFFING: Staff held interviews for one part-time and two full time positions at the Visitor Center. **Annie Bachmayer** will begin in the part-time position August 7th and offers have been made in the full-time positions.

COCONINO NATIONAL FOREST: Staff gave a tour of the Visitor Center to Roving Ranger volunteers to share what we do at the Visitor Center and learn about the ranger programs at the campgrounds and Arizona Snowbowl.

July	2019	2020	2021	Changeover 2020	Changeover 2019
Walk-ins	26,111	7,326	12,199	67%	-53%
Retail Sales	\$35,462	\$19,175	\$31,842	66%	-10%

MEETINGS/EVENTS/CONFERENCES:

CONFERENCE/ROOMS LEADS/BOOKINGS: Staff sent out 4 leads for a total of 321 room nights and estimated economic impact of \$79,929. At time of reporting 1 lead had booked for 80 rooms and EEL of \$19,920.

MEETINGS: Staff attended Creative Flagstaff Committee Meetings and Board Meeting, FLP Board Meetings, a Woman’s Leadership Retreat, EAC Meeting and League of Cities booth planning meeting.

ADVERTISING: In the month of July the following ad ran on Meetingstoday.com and a banner ad campaign started on the Meeting Professionals International website.



TRAVEL TRADE:

MEETINGS/EVENTS:

- Free Spirit Vacations Tour Group Arrival/Welcome Bags
- Destination America Meeting re: October Training
- Flagstaff Sister Cities Board Meeting
- Arizona Sister Cities Annual (Zoom) Meeting
- AOT Rural Co-op Marketing Meeting
- AOT IPW Booth Meeting
- AmericanTours Int'l Tour Series Lead – Economic Impact for 2022 is \$45,000

MARKETING & MEDIA:

- Charitable Travel, UK Campaign Launched
- TourOperatorLand National Park Service Campaign
- USA Reisen, Germany Campaign Live →



MARKETING & MEDIA RELATIONS:

MARKETING & MEDIA RELATIONS: (July produced **34** print articles and **246** digital articles.)

- FY 22 kicked off July media coverage with high altitude training for the Olympics, Lowell Observatory, Mother Road Brewery/breweries, outdoors and getaways.
- Discover Flagstaff provides regular assistance to writers such as Roger Naylor and Alison Bailin with ideas, images and content about Flagstaff which contribute to stories in the Arizona Republic, The Entertainer and Times Media Group that produce excellent tourism coverage.
- A media familiarization tour with San Diego Beer News editor, Brandon Hernandez, yielded an amazing article featuring Flagstaff's craft beer scene in July.
- Broadcast featured Flagstaff on Arizona Highways TV, Phoenix news networks and KPNX. A friendly wager of beer vs. sausage between the Arizona Governor and Wisconsin Governor started with a tweet leading to a media buzz during the NBA finals. And, did you know Flagstaff is ranked as no. 4 on the 2020 list of beer producing places (see link below)?
- Discover Flagstaff procured six stories in addition to multiple media assists in the month of July. Flagstaff fires and floods were in the news, in addition to COVID, which could have led to a decrease of tourism related coverage which lowered the advertising value equivalency (AVE) and circulation/reach monthly numbers.
- However, articles were published and broadcast in Highlands Living, Flagstaff Business News, Sedona Monthly, KPNX TV12, San Diego Beer News and more.
- Discover Flagstaff worked directly with Sean Anthony at HYPO2, Jessica O'Toole at KPNX TV12 and NAU on a segment about Flagstaff's Role in the Olympics that aired live from 5a-7p on July 30 and the program clips



were re-broadcast multiple times and placed on their website. Please enjoy the links below from the month of July 2021.

Print (circ: 651K/value: \$6k) Broadcast (reach: 13.4m/value: \$124K) Digital (reach: 279m/value: \$2.5m)

International Coverage (circ. 189m/value: \$1.7M)

FY21 Flagstaff Tourism Media Coverage Total: Circulation: 10.5b/ AVE: \$98m – Exceeding goal by 223%

[See below for digital article highlights, please enjoy reading them:](#)

Flagstaff, Arizona an established craft culture gives the City of Seven Wonders an eighth marvel to lure beer tourists: <https://www.sandiegobeer.news/blog/beertouring/beertouring-flagstaff>

10 Weekend Getaways: https://issuu.com/timespub/docs/0721_entertainer/15

Beer vs Sausage: Governors place friendly bets on NBA Finals outcome:

https://www.azfamily.com/sports/phoenix_suns/beer-vs-sausage-governors-place-friendly-bets-on-nba-finals-outcome/article_7530a488-df8d-11eb-ag15-333726b27ff8.html?block_id=1042722

20 Underrated US Travel Destinations: <https://www.msn.com/en-us/travel/tripideas/20-underrated-us-travel-destinations/ss-AALLuXZ>

The 60 Most Scenic Drives in America (slide 5): <https://www.msn.com/en-us/travel/tripideas/the-60-most-scenic-drives-in-america/ss-AAKDgJJ>

Which city in Arizona produces the most beer? Hint: It's not Phoenix:

<https://www.azcentral.com/story/entertainment/dining/beer/2021/07/19/arizona-top-beer-producing-cities-might-surprise-you/7907423002/>

Too hot to play outdoors this Summer. Explore an indoor Arizona state park. Here are 4 (slides 22-26):

<https://www.azcentral.com/story/travel/arizona/road-trips/2021/07/22/arizona-state-parks-indoors-jerome-riordan-tombstone-mcfarland/7953804002/>

Saturn Will Soon Put on Its Best Show of The Year. Here's Where and How To See It:

<https://www.kpbs.org/news/2021/jul/29/saturn-will-soon-put-on-its-best-show-of-the-year/>

Route 2021: Learn how Olympic athletes meal prep during training in Flagstaff:

<https://www.12news.com/video/news/local/arizona/route-2021-learn-how-olympic-athletes-meal-prep-during-training-in-flagstaff/75-398690f7-4dfe-4e75-b116-cc0c83534505>

Route 2021: Flagstaff us a favorite spot to train for Olympic swimmers:

<https://www.12news.com/video/news/local/arizona/route-2021-flagstaff-is-a-favorite-spot-to-train-for-olympic-swimmers/75-44bea717-9fd7-4a69-9b97-1765e93c0192>

WEBSITE:

Analytics compare 2021 to pre-COVID 2019:

- **Domestic sessions increased 58%:** Metro-Phoenix drive market is up 54%, Los Angeles up 106%, Vegas up 116%, and Dallas increased by 18%.
- **International sessions:** UK, Germany, MX and France are showing a rebound with positive increases -- MX at 4%, UK at 16% and France at 144%.

- **Pages most visited include:** 1) Webcam page: increased 84% 2) Things-to-Do page: increased 274% 3) Events and Festivals page increased 1,000%, and 4) Visitor Guide requests increased 27%.
- **Fire Awareness page** had 3,450 views and was the 9th most viewed page.
- **Organic search** continued with great strides and was up 60%.
- **Act of Kindness Kiosk** was activated July 3 during the year's first Movies on the Square with free glow sticks, necklaces and bracelets in the spirit of 4th of July, plus I HRT FLG stickers and Visitor Guides.

EMAIL CAMPAIGN:

Month-over-month comparisons:

Email campaign benchmarks are set at 17% open rate and 3% CTR by trustworthy sources such as Hubspot, Mail Chimp, and Campaign Monitor. The Discover Flagstaff email campaign will reach its year anniversary in July 2021, the Flagstaff Local email campaign will reach its year anniversary in February 2022.

- The new overall average open rate is 27%, a 2% decrease from 29%, with a flat average CTR of 9%, for all emails. These are both still surpassing the benchmarks stated above.
 - Year-over-Year comparison
 - July 2020
 - Open 32%
 - CTR 8%
 - July 2021
 - Open 27%
 - CTR 8%
- The Flagstaff Local e-newsletter is performing strongly with very few unsubscribes. People are scrolling to the bottom of the newsletter with the click-through rate to prove it, actively clicking links located at the very bottom of the email. Both the open rate and click-through rates improved MoM. A send-time of gam is performing the strongest over any other launch time for this email campaign.

SOCIAL MEDIA:

Analytics compare 2021 to 2020 and pre-COVID 2019:

- Facebook drops 1% when compared to 2020 and has grown back to 2% comparing to 2019.
- YouTube is at 2% compared to 2020 and has grown back at 30% compared to 2019.
- Instagram is at 13% compared to 2020 and has grown back at 60% compared to 2019.
- Twitter is at 4% compared to 2020 and has grown back at 11% compared to 2019.
- Flagstaff Happenings subscriber rate is rebounding to above 5000 subscribers.

Discover Flagstaff posted a video to playlist **Flagstaff Festivals 2021**.
Published by Mike Russell · July 16 at 12:03 PM ·

The Arizona State Chili Cookoff happens right here in Flagstaff. Enter for a chance to win two Chili Festival tasting kits and a T-shirt! <https://woobox.com/8uxsvv>

Flagstaff Chili Festival Route 66 Chili Cookoff - 2021
#PickFLG #PickHappy #FlagstaffFestivals2021

WOOBIX.COM
Flagstaff Chili Festival Sweepstakes [Learn More](#)

8,748 People Reached 485 Engagements [Boost Again](#)

Discover Flagstaff
Published by Mike Russell · July 23 at 11:13 AM ·

What a great photo to get us ready for Friday night! Comedian **Key Lewis** takes the stage at the Orpheum Theater tonight. Get your tickets: <https://w1.seetickets.us/.../Key.../430055...>

The Orpheum Theater is in Flagstaff, Arizona.
July 16 at 4:50 PM · Instagram ·

Name a better spot for a Friday night beer. We'll wait.
#OrpheumTheaterFlagstaff #DowntownFlagstaff #Payntake #DrinkLocal

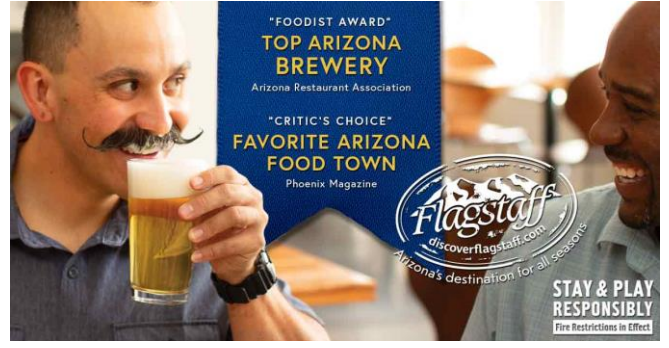
8,300 People Reached 133 Engagements Distribution Score [Boost Unavailable](#)

CREATIVE SERVICES:

ADVERTISING:

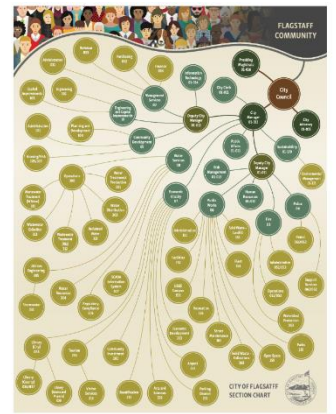
- **WIPE THE SMILE ADS:** Created "Wipe the Smile" print and digital ads for the AZ Daily Sun and the FSO program
- **NAIPTA BUS BANNERS:** Designed three "Wipe the Smile" NAIPTA bus banners
- **AZ SPORTS GUIDE AD:** Created a High-Altitude Training ad for AZ Sports Guide Ad
- **HOROSCOPE:** Designed the Nostalgic Road Trip Horoscope PDF and website page
- **OLYMPIC BROCHURE:** Created a bi-fold brochure for High Altitude Training/Olympic athletes who trained in Flagstaff
- **HIGHLANDS LIVING:** Designed the September Highlands Living layout
- **FLAG LOCAL:** Finalized the Flag Local newsletter
- **FLAGSTAFF TRAIL INITIATIVE:** Designed draft poster (in review) to display on Flagstaff Trails promoting trail etiquette, FTI, Discover Flagstaff and Pledge for the Wild
- **FLAGSTAFF MOON TREE:** Met with and toured crater fields with Kevin Schindler and Rosemary Roosa - daughter of Apollo 14 astronaut Stu Roosa and President of the Moon Tree Foundation. Future committee plans include plantings of sycamore and douglas fir saplings throughout Flagstaff that were grown from the original seeds (or next generation seeds) that were flown aboard Apollo 14.





CITY JOBS:

- **PARK FLAG SIGNS:** Designed curbside parking signs for Park Flag
- **BUSINESS ATTRACTION:** Updated the Business Attraction flyers and digital ads
- **BANNERS:** Designed and printed the "Thank You Firefighters" banners
- **ORG CHART:** Created section org chart for Finance
- **AIRPORT:** Designed a wall wrap and food cart wrap in the Air Café at the airport
- **HOUSING:** Continued work on a cover and info graphic for housing for their 10-year plan



VIDEOS:

- **MEETINGS & EVENTS:** Created a video for meetings and events in partnership with AOT
- **PD RECRUITMENT:** Assisted with the planning for the PD recruitment video

WEBSITE:

- **FIRE RESTRICTIONS:** Updated all pages and the hero video on the DF website to reflect the fire restrictions and masking lifted

THANK YOU for your continued support of the Economic Vitality Division for the City of Flagstaff!

We work to enhance your quality of life 365 days a year!!!