

WORK SESSION AGENDA

CITY COUNCIL WORK SESSION
TUESDAY
SEPTEMBER 24, 2024

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

All City Council Meetings are live streamed on the city's YouTube page
(<https://www.youtube.com/@FlagstaffCityGovernment>)

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

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

[ONLINE VERBAL PUBLIC COMMENT](#)

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

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 work session, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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 through other technological means.

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE

COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. Open Call to the Public

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. 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. Review of Draft Agenda for the October 1, 2024 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

**6. City Manager Report
Information Only**

7. Creative Flagstaff Annual Update

Council will hear an update regarding Creative Flagstaff's activities as the lead Arts Agency for the City of Flagstaff and their impact on the arts, science and culture sectors.

8. 18-Month Report for the 10-Year Housing Plan

This is an informational update only.

9. Discussion of possible revisions to the Nuisance Noise Ordinance

Direction from City Council on possible revisions to the Nuisance Noise Ordinance.

10. Open Call to the Public

11. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

12. 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 _____, 2024.

Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at stacy.saltzburg@flagstaffaz.gov to request an accommodation to participate in this public meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Flagstaff makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Flagstaff City Council meetings are live-streamed and recorded and may be viewed on the City of Flagstaff's website. If you permit your child to attend/participate in a televised Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 09/19/2024
Meeting Date: 09/24/2024



TITLE:
City Manager Report

DESIRED OUTCOME:
Information Only

Executive Summary:

These reports will be included in the City Council packet for regularly scheduled Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

Information:

Attachments: [City Manager Report](#)
[Meade Lane Drainage Presentation](#)
[Housing Monthly Report](#)
[HRRM Monthly Report](#)
[Sustainability Monthly Report](#)

City Manager's Report

Sept 19, 2024

Council and Colleagues, greetings. We hope that your summer recess was fantastic. These reports will be included in the City Council packet for Council Work Sessions. The reports are intended to be informational, covering miscellaneous events and topics involving the city organization. This report inclusive of the most recent updates from Housing, Human Resources, and Sustainability.

Community Development

For future planning purposes, staff will be providing an update on the Beulah/University capital project and the John Wesley Powell extension at the October 8 Council meeting. It will be very informative, as always.

Housing staff is working on plans for this year's celebration for Housing America Month. Declared by The National Association of Housing and Redevelopment Officials (NAHRO), Housing America Month takes place every October, highlighting the essential role that affordable housing programs play in building and sustaining healthy communities across the nation.

On September 4th, City of Flagstaff Housing Staff hosted the quarterly Arizona Community Development Collaborative meeting. Twelve housing professionals from municipalities throughout Arizona were in attendance to discuss the proposed 106 Rule and review process, NSPIRE inspection standards, and preparations for the NCDCA conference in Washington, DC.

Prop 442 Updates

Housing staff is making updates to the existing Rental Incentive Bond Program Notice of Funding Availability for a second round of funding. The initial awards totaled \$3.33 million dollars and the remaining \$1.67 will again be made available to eligible projects this October.

In addition, Prop 442 identified \$3 million to repurpose existing or vacant buildings for affordable rental units. A tentative timeline for these bond funds is in the works. Staff will also research adaptive reuse program features and best practices as the program is developed.

Water Services

- Recycling used close to one million sandbags to reuse cinders (see photo)
- Water Services staff will be leading middle school students through a tour of the Wildcat plant on September 26th and October 1st



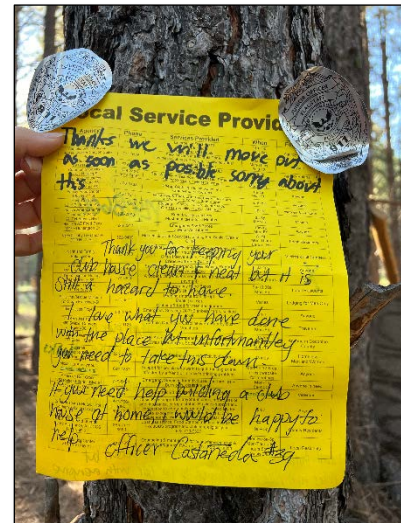
Public Works

- New EV charging stations are operational at Public Works!
- Over the summer Public Works tried some new innovative ways to manage weeds at Core Services. Please let me introduce Phoebe and Monica – experts in the realm of noxious weed eradication.
- Solid Waste staff created a door hanger to explain more about do's and don'ts of bulky pick up to help address challenging piles, but not in my neighborhood.
- The Hazardous Product Center's mixed paint found its way to small-scale charity projects on Navajo Nation, Hualapai Indian Reservation, and the Alano Club. Thanks to all who assisted in this great program.
- The Parks Maintenance building received a face lift with the installation of new metal siding and roof (see picture). It's the small things



Police Department

- Ponderosa Trail residents reported a concerning structure in the forest thinking it was illegal camping. After some investigation Officer Castaneda determined it was a fort and notified the users they could not keep it there while offering to help rebuild something in a better location. See the care Officer Castaneda took in working with these Flagstaff youth (see picture).
- Sgt Oliver and Sgt Seay completed the FBI LEEDA Command Leadership program – congratulations!
- Officer Martin purchased \$250 worth of groceries for an individual who did not have enough money to purchase them – outstanding!



Fire Department

- This just in! The new quint was placed in service at Station 3!
- Congratulations to Nick Ondrejch on this promotion to Fire Captain and Kyle Benedict to Fire Engineer!



Human Resources

- Welcome to Linda Alvarado and Sheila Jewell to the City of Flagstaff's HRRM team!

City Attorney's Office

Colleen Calhoun Retires

Colleen Calhoun was no newcomer to the legal profession. In March 1987, she started her career working for the Honorable Anthony Halas at the Industrial Commission of Arizona as a Legal Assistant. Judge Halas appreciated Colleen so much that he made sure to hire her as part of his team when he left the bench entered private practice. Though she enjoyed the work, she loved Flagstaff so she moved back in 1997.

Over the next twenty years Colleen worked in various areas of the legal world and other work including the Coconino County Attorney's Office as a Legal Assistant, and the Arizona Attorney General as a Legal Secretary II.

Colleen Calhoun joined our City Attorney's Office Prosecution team in January 2017 as a Legal Specialist. Over the last seven years here with Team Flagstaff, she earned several awards including:

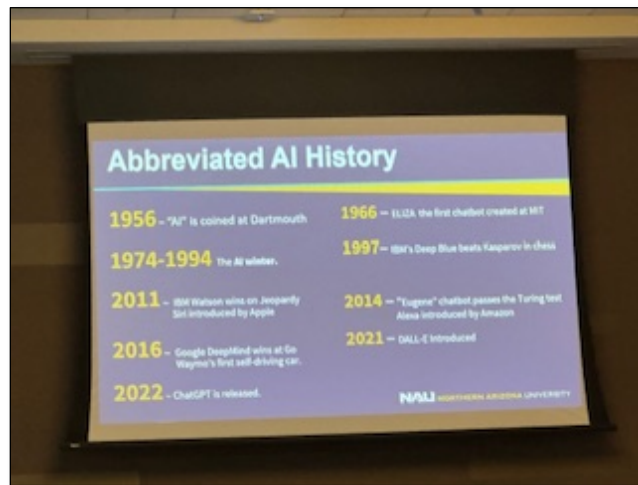
- 2021 - Colleen received the Oak Award for Accountability from the City of Flagstaff. This award is given to individuals excelling in at least one of the Values of the City.
- 2022 - Colleen received the Arizona Prosecuting Attorney Advisory Council's (APAAC) Administrative Professional of the Year award for her hard work and dedication she has shown throughout the years with our office.
- July - 2024, Colleen received the APAAC Professional Lifetime Achievement Award for the overall excellence of her work and public service.

Colleen retired in early September to spend more time with family in Texas where she now lives, and she is participating in this Council Meeting via Teams today. Colleen's positive attitude and great work have been vital; she was a valued member of our City Attorney's Office Team and she will be greatly missed. We wish Colleen luck and happiness with her family and future!



NAU Community Breakfast

Many of us attended the NAU Community Breakfast on September 9th. It was a wonderful event that featured comments by President Cruz Rivera, and an interesting presentation on the topic of AI by Dr. Steven Burrell, Chief Information Officer with the University. I pasted one interesting slide below, showing a brief history of the development of AI, ending with the introduction of Chatgpt in 2022. That seems like a distant breakthrough, with current generative technology allowing for creation of new content not just text based, but imagery, audio and video creation. We had a sampling of this during Dr. Burrell's presentation. Fascinating, and somewhat frightening, at the same time!



Airport Exercise

Flagstaff Pulliam Airport (FLG) hosted the simulated aircraft incident on Sept. 9th and many staff and elected officials were involved in this full-scale exercise, "Operation Ready FLG." The exercise was conducted in compliance with Federal Aviation Administration (FAA) regulations.

The primary objective of "Operation Ready FLG" was to test and enhance the airport's emergency response capabilities. The exercise involved local, state, and federal agencies, with a focus on improving interoperability and coordination.

Many thanks to our Emergency Management team and all the emergency responders, airport personnel, law enforcement, and agency partners for this amazing collaboration. Over 60 community members volunteered to participate as injured and non-injured passengers, contributing to the realism of the exercise.

Council will be hearing the outcomes of the exercise in the near future. Stay tuned.



9/11

Speaking of emergency responders, the annual ceremony at City Hall honoring the fallen from the horrific attack on September 11, 2001, was well attended and very impactful. Twenty-three years later, we remember, and will never forget, the nearly 3,000 who lost their lives. The ceremony was moving. Thanks to our Fire and Police Department for the remembrance, and of course, for their dedication and service to our community.



Candidate Forum

Under the guidance of our Communication and Civic Engagement Division, staff prepared an orientation program for our candidates for City Council which was held in the Council Chambers on September 12th at 4pm.

A special thanks to Chris Rhode and the Leadership Team for hosting this “Introduction to City Operations” meeting for the candidates. The meeting was facilitated by Chris and each Director provided a high-level overview of their Division’s core programs and functions to allow candidates to get

familiar with all the great things that Team Flagstaff provides to the community. There were five candidates in attendance and there was great questions and conversations that occurred. Candidates were also provided a 2024 Candidate Orientation Guide contains a high-level summary of the City's organization and other pertinent information and rules that could be pertinent to their candidacy and potential tenure on City Council. This guide is available digitally or in print, if you are interested in a copy, please contact Chris Rhode.



DCC Tour

Thanks to Mountain Line and Loven Contracting for the tour of the new Downtown Connection Center on September 18th. The building is really taking shape and it will be an amazing facility once opened and operational.





Meeting w Army Corps of Engineers

On Sept 17th we had a very good meeting with representatives from the ACOE to discuss the Rio de Flag Flood Control Project. Focus was on two key items: (1) contract format and procedures between ACOE, BNSF, and the City; and (2) real estate acquisitions by the City. Thanks to Christine Cameron and the team for orchestrating a very important meeting as we develop next steps in this important project. With delays largely attributed to pending real estate acquisitions, we are now looking at a likely construction target of early 2026.



Meade Lane Flooding

We will be having a staff update, and discussion, on this during the Council meeting.

Hooghan Blessing

The below invitation provides the narrative for this wonderful event which occurred on September 18th and was very well attended. It was a beautiful ceremony on a blue-sky September morning, and the students and helped with this amazing project were excited and quite engaging. It was exhilarating to say the least.

Enjoy the pictures that follow. Many thanks to Rose Toehe for her involvement in this amazing event.

Kindly join us for a
Hoghan Blessing



**FLAGSTAFF HIGH SCHOOL
 (NEAR DOME)
 400 WEST ELM AVE.,
 FLAGSTAFF, AZ 86004
 SEPTEMBER 18, 2024 |
 WEDNESDAY
 9:00 AM - 11:00 AM**

BACKGROUND
 Flagstaff High School senior student Justina Slim presented this AP Capstone project idea in 2018 to give back and provide a meaningful cultural experience to the upcoming generations of Flagstaff High School Students. She wanted to partner with the school community to build a traditional hoghan on the FHS campus. The intention is to bring forth the original project idea and plan for completion with new and current stakeholders.

PURPOSE
 This structure on the FHS campus will bring education and awareness of Indigenous communities for all students through a cultural revitalization process. We can affirm and uplift the identity of our Indigenous students in FUSD by having a traditional space that honors culture and heritage. Students learned valuable skills by engaging in the planning and design needed to build and honor the hoghan structure. The presence of this hoghan will now provide an even richer cultural experience for all the students who are able to engage inside and outside the space.



That's all for now. Onward and Upward!

Meade Lane Drainage





Meade Lane Drainage Improvement

Summary

- Identified as an issue in the 2019 Coconino Estates CIP
- Confirmed as a flood issue in 2022, Pipeline Fire modeling
- Drainage consists of two 12” pipes, insufficient for regular flows.
- Proposed solution, a 42 to 48” transitioning pipe with new catch basins.
- Approximate cost: \$863k for drainage improvements, \$1.2M for drainage and utility reconstruction

Hydrology

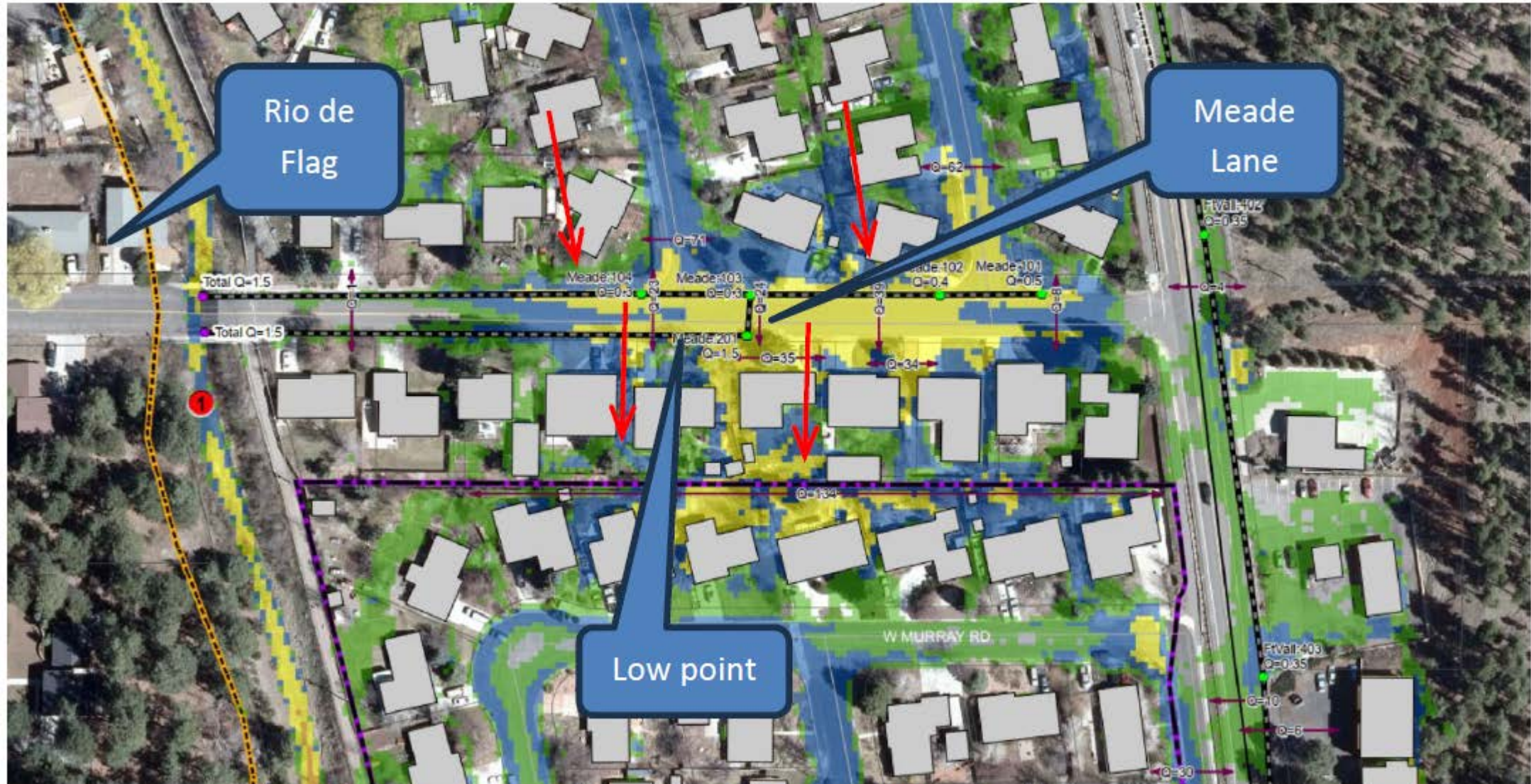
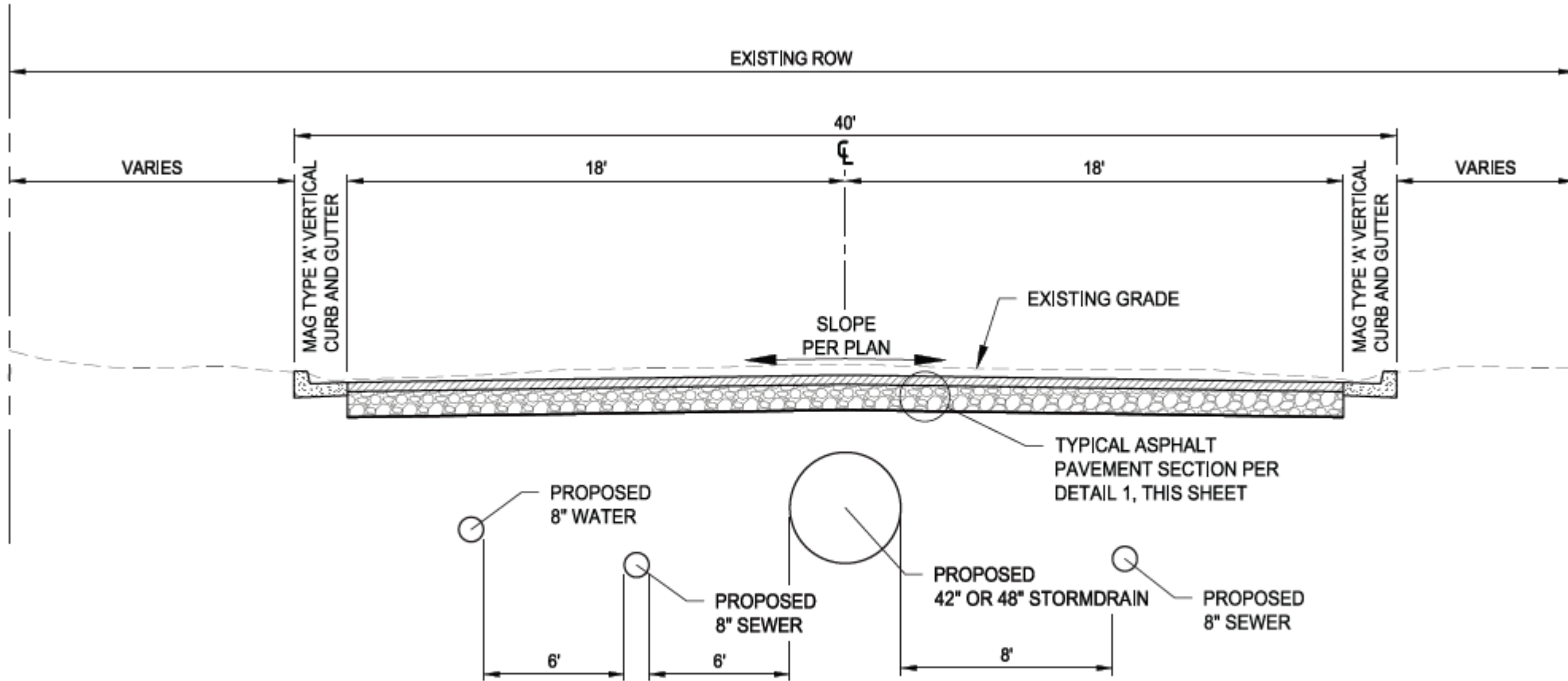


Figure 2 - Meade Lane discharge with flow direction



Meade Roadway Section



2 MEADE LN ROADWAY SECTION
NTS

HOUSING SECTION NEWSLETTER

City of Flagstaff



AUGUST 2024



BOND UPDATE: HOMEBUYER ASSISTANCE PROGRAM



In November 2022, voters approved a \$20 million bond to create rental and homeownership opportunities in Flagstaff. \$7 million has specifically been allocated to provide first-time homebuyers with down payment and closing cost assistance within city limits. Housing staff is currently working on establishing the homebuyer assistance program framework. In the upcoming months, Housing will conduct internal staff and Housing Commission reviews to further refine the program.

FLAGSTAFF REGIONAL PLAN 2045 UPDATE

This summer, Housing staff attended several Regional Plan Steering Committee meetings to discuss draft chapters and offer insights on housing related topics throughout the Plan. Housing staff are currently coordinating with Comprehensive Planning staff to refine the narrative, goals, and policies for the public review draft, which is set to be published this fall.



Visit the [Regional Plan 2045 website](#) for more information about the planning process and opportunities for public participation.

TIMBER SKY LOFTS GROUNDBREAKING

Multiple City and County staff joined the community and Governor Hobbs in attending a groundbreaking ceremony for the 40-unit Starter Home development to be built by Habitat for Humanity of Northern Arizona. The project is the result of a partnership between Vintage Development Partners, Habitat, and the City, with many others donating their time, funds, and skills to the creation of these affordable units. The City has awarded \$397,398.00 in ARPA funds for civil infrastructure and land development costs to Habitat, as well as has reserved \$130K in incentive policy funds for the construction of the first 10 homes. ([Read the Daily Sun article](#))



HEALTH AND HUMAN SERVICES ROUNDTABLE WITH GOVERNOR HOBBS

Housing staff had the opportunity to attend a small, invitation-only roundtable discussion on Health and Human Services with Governor Hobbs after the groundbreaking event for Habitat. Sarah Darr and Justyna Costa were among the ten community attendees, including representatives from the Foundation for Senior Living, Flagstaff Shelter Services, Coconino County Health and Human Services, Catholic Charities, and Housing Solutions. City staff shared information regarding the Rental Incentive Bond Program and recent awards to the Foundation for Senior Living, IPAH funding to Roers and Habitat, the LASS/CAP project, and the Council's recent action to allow housing in the Public Facilities zone with a conditional use permit. In addition to attending the groundbreaking and holding the roundtable discussion, the Governor also toured Flagstaff Shelter Services Crown project and the Flagstaff Family Food Center during her visit to Flagstaff.

WELCOME NEW HOUSING AUTHORITY STAFF

The City of Flagstaff Housing Authority (CFHA) has two recent new hires: Richard Parry as Housing Navigator and Samantha Joe as Administrative Specialist. Welcome!

The Housing Navigator position works with the Housing Choice Voucher sub-programs Mainstream vouchers, Foster Youth to Independence, Emergency Housing Vouchers, and Stability Vouchers. These voucher clients often include target populations that benefit from additional communication and assistance to ensure stable and safe housing. The Housing Navigator can also provide inter-departmental assistance to help stabilize housing.

The Administrative Specialist works with all of our clients at the front desk with special support for program applicants and referrals to partner agencies such as the Front Door of Coconino County. Our previous Administrative Specialist, Dione Paul, promoted to Housing Services Specialist and now works with Clark Homes residents.

SHOUT OUT: PUBLIC HOUSING MAINTENANCE STAFF

The Maintenance staff for the CFHA have been addressing capital needs at public housing developments Brannen Homes and Siler Homes. This has included incredible work with contractors to address gas line and water line repairs. This has been paired with re-mapping public housing utility lines.

At no time were residents at risk due to gas leaks. The health and the safety of CFHA clients are always of the utmost importance.

This work has been lead by Maintenance Manager Keith Nutumya, whose diligence and expertise meant these repairs were done as quickly as possible. This also meant that public housing residents did not need to be relocated due to extended utility shutoff.

2024-2025 IMPLEMENTATION PLAN

On June 25, Housing staff presented the 2024-2025 Implementation Plan for the 10-Year Housing Plan to City Council. The presentation included a brief overview of the 10-Year Housing Plan and its creation, as well as a comprehensive summary of the content within the Implementation Plan, which took effect July 1, 2024. The complete 2024-2025 Implementation Plan can be found on the [Housing Section's webpage](#).

10-Year Housing Plan
2024-2025
Implementation Plan
July 2024 - June 2025



FLAGSTAFF HOUSING AUTHORITY BBQS FOR RESIDENTS

Along with early monsoons, June saw the annual neighborhood BBQs for residents at Siler Homes, Brannen Homes, and Clark Homes! Burgers, hot dogs, chips, and water were paired with resident contributions of fresh cut watermelon, desserts, and more! Housing Services Specialists, Administrative Specialists, and Maintenance staff helped to make these events a success. Special thanks to Flagstaff Fire Department and Flagstaff Police Department personnel for stopping by to introduce themselves to our residents, especially the neighborhood youth!



US HOUSING COMMUNITY DEVELOPMENT CONFERENCE AND EXPO

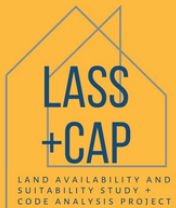


Housing staff attended the US Housing Community Development Conference and Expo in Dallas, TX. The Expo included over 650 attendees, with over 300 government representatives from cities and housing authorities nationwide. Multiple session options were offered, covering topics such as sustainable building solutions, funding for development, artificial intelligence and housing, private/public partnerships, the American Rescue Plan Act (ARPA), housing authority topics, and much more.

IZABEL APARTMENTS GROUND LEASE APPROVED

In June, City Council unanimously approved the first ever ground lease for the construction of affordable rental units on city property! The 99-year ground lease between Housing Solutions of Northern Arizona (HSNA) and the City allows for the construction and management of 11 three-bedroom units, which will provide permanent, affordable rental housing for low-income households. HSNA's primary funding source from the Arizona Department of Housing requires the units serve households earning up to 30% AMI for a period of 15 years. After 15 years, the units will serve households earning an average of 80% AMI, with no tenant exceeding 100% AMI. HSNA property managers will connect tenants with community-based resources and case management support as needed. The property is also the location of the Izabel Street Community Garden, which will be retained onsite and restored in accordance with a mitigation plan to be developed between HSNA and the City's Food Systems Program. The complete staff summary and attachments can be accessed [here](#).

LASS-CAP UPDATE



In June, the consultant team from DOWL and Cascadia Partners provided a final draft of the code diagnostic report, which is the first phase of a larger Code Analysis Project (CAP). Consultants recently delivered a scoping memo prior to collaborating with City staff to explore new code concepts. Visit the [LASS-CAP website](#) for an overview of the project and to access documents.

AFFORDABLE HOMES SOLD

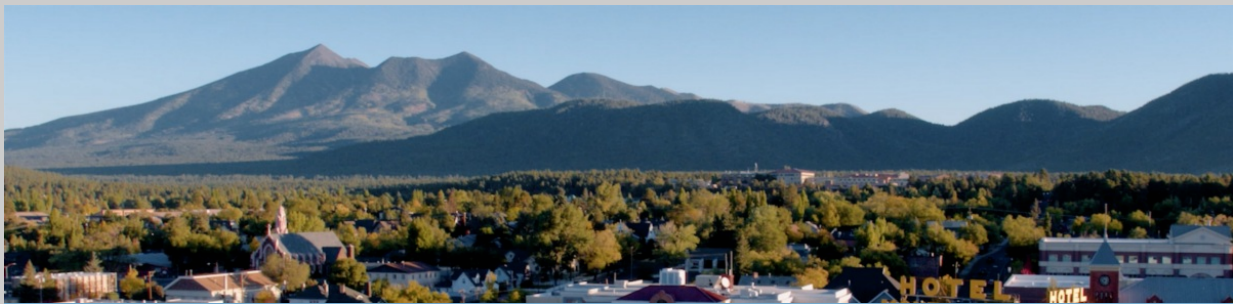
Housing staff facilitated the closing of a permanently affordable home in Crestview in June. The family purchasing the home is under the 80% Area Median Income (AMI) limit, which makes this incredible achievement even more significant given the current market. Congratulations!

Working to create housing opportunities for all Flagstaff residents!



City of Flagstaff Housing Section | 211 W Aspen Ave, Flagstaff, AZ
(928)213-2750 | Marissa.Molloy@FlagstaffAZ.gov

[Sign up for the Housing Section Mailing List](#)

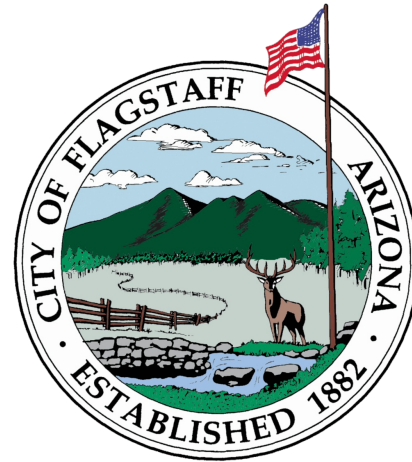


Human Resources/Risk Management

Monthly Newsletter, Vol. 6 - September 2024

Contents

- Update from Leadership
- New Members to Team Flagstaff
- Promotions
- Employee Spotlight
- Benefits
- Classification and Compensation
- Recruitment
- Tips/Updates:
 - Training & Development
 - Compliance
 - Employee Relations
- Risk Management



Update from HR/RM Leadership

We hope you enjoy our September newsletter!

I was pleased to volunteer for the Operation Ready FLG event on Sept 9, along with HR/RM Manager Sarah Some (pictured here) and HR/RM Temp Linda Alvarado. The collaborative nature of the event is a model for how we like to approach all our work in HR/RM (just on a slightly smaller scale!). We can work side-by-side with your Department or Division for customized training or in-depth discussion on topics ranging from recruitment to ongoing employee development to teambuilding and more. The wealth of experience on our team draws from experience crossing decades, industries, and state lines, all for the advancement of City of Flagstaff

Kori Vogt

Division Director Human Resources and
Risk Management

WELCOME to Team Flagstaff!

Full-time

Annalisa Hansen – Executive Assistant I – Economic Vitality
Isaac Marlin – Equipment Operator I – Public Works
Deanna Santosusso – Police Emergency Communications Specialist – Police Dept
Lawrence Hooper – Equipment Operator II – Public Works
Carl Redhouse Jr – WS Operator Trainee – Water Services
Colin Brown – Police Emergency Communications Specialist – Police Dept
Ashlee Fliney – Open Space Coordinator - PROSE
Ethan Cazarez – Parks Maintenance Worker - PROSE
John Comer – Assistant Budget Manager – Management Services
Amy Egan – Building Permit Technician – Community Development
Vicente Vega – Maintenance Worker I – Community Development
Orlando Hernandez – WS Operator Trainee – Water Services
Alexander Johnson – Police Officer (Recruit) - Police Department
Casey Rapacki – Sustainability Supervisor - Sustainability
William Van Rooy – Maintenance Technician I – Public Works
Morgan Moll – Administrative Specialist – Management Services

Temp

Keira LaBurt – Visitor Services Assist Temp – Economic Vitality
Emily Klinger – Library Specialist Temp – Economic Vitality
Saebra Novak-Cersosimo – Rink Guard _PROSE
Deven Goodrich – Rink Guard - PROSE
Glenn Fletcher – Property Control Coord. Temp – Police Department
Isaiah Lopez – Lifeguard -PROSE
Derek Nelson – Rink Guard - PROSE

Temp To Perm

Richard Parry – Housing Navigator – Community Development
Nicholas Bartolucci – Recreation Program Assistant - PROSE

CONGRATULATIONS to the following employees who were recently PROMOTED!

Haley Ptacek – Police Emergency Comm Specialist-SPRVS – Police Dept
Keith Chamberlain – Planner - Community Development
Amir Saya – Budget Analyst - Management Services

Employee Spotlight

Carol Harvey, Executive Assistant City Attorney's Office



What made you want to join Team Flagstaff?

I worked for the Flagstaff Police Department from June 2001 to December 2006 and I've also worked for the Flagstaff Municipal Court from January 2007 to February 2010. Took some time off in between to take care of my mom. Then I rejoined Team Flagstaff in August 2012 because I really love how the City of Flagstaff understood the importance of family, especially saying that family comes first.

Who is your hero?

I have many heros. My heros are all the people that change "can't" to "can," "I won't" to "I will," and "I don't know" to "I know" or "I will find out."

If you could live anywhere, where would it be?

It would be a place just like Flagstaff, small city, and forest all around.

If you could switch jobs with anyone else for a day, who would it be and why?

I would switch jobs with Sterling Solomon. Sterling is always in a happy mood and he is always on the go, I'd do it so he could have a break.

If you could have any superpower, what would it be and why?

I would choose to have the power to change how people feel about themselves. All positive thoughts and positive vibes.

What's your go-to snack or drink?

My go-to drink is Dutch Bros – Palm Beach Rebel (blended)

If you could bring a fictional character to life, who would it be and why?

I would bring SpongeBob to life because he is so silly, but he always has a hidden message in all his shows.

What's the most unusual talent or skill you have that your coworkers may not know about?

My most unusual talent or skill is when I cook for four, I ended up making twice the amount of food. It's great to have this skill when we have family gatherings.

If you could choose a theme song to play every time you walked into the office, what would it be?

Fight Song by Rachel Platten

What do you do for fun?

I love to travel for fun, especially with my family.



Clockwise from top left: Family trip to Chicago, Showing her Lumberjack Pride with her daughters, and Family wedding in Hawai'i

Benefits

What is a QLE and how do I report one?

There are very few changes you can make to your benefits mid-year and outside of open enrollment. If you experience a Qualifying Life Event (QLE), you can make changes to your benefits that are related to the change and event type. Common QLE events are marriage, divorce, birth/adoption of child, and spouse loss/gain of coverage. If you experience one of the QLE event types, you must report the QLE and changes to your benefits on the Simon portal within **31 days** of the event date. You must also provide supporting documentation showing proof of the event and the date.

If you do not report the QLE within 31 days, even on day 32, or do not provide supporting documentation, your window closes and you must wait until the next open enrollment to make changes. This is regulated by the IRS.

Instruction on how to report a QLE to Simon can be found on the CityNet page, Human Resources Benefits & Leaves!



Recognize a Coworker (On the Spot)



Paystub and Time-Off Accrual



Human Resources Benefits & Leaves

Wellness

[Click here](#) to see how earn Wellness points and achieve Levels 1 and 2!

Classification and Compensation

Class & Comp Term of the Month: **Compa Ratio**

Compa Ratio, short for "comparative ratio," is a metric used to assess the relationship between an employee's salary and the full salary range for their job. It's a useful tool for evaluating how an individual's pay compares to the market rate or internal pay structure.

$$\text{Compa Ratio} = \frac{\text{Employee's Current Salary}}{\text{Maximum of Salary Range}} \times 100$$

Our Commitment to You

How do you know if you are being paid competitively? Will your salary compare to other government employees with the same skillset and responsibilities as you? As a City of Flagstaff employee, you can expect your position to be reviewed and compared to the market average at least once every four years.

Our Class and Comp team works diligently to ensure you and your Flagstaff teammates receive a competitive compensation package by conducting a market review of at least 25% of positions each fiscal year. As time and resources allow, our goal is to shorten that timeframe, so positions are reviewed more regularly and therefore remain more competitive in the market.

We use 29 identified benchmark organizations selected based on comparable factors such as employer size and complexity, geographic proximity, nature of services provided, and cost of living comparisons to gather market data. Once we have identified comparable positions within our benchmark organizations, we will take the average of all the data to determine if a market adjustment recommendation should be made. All recommendations are based on how competitive the City of Flagstaff's pay range currently is compared to the market average.

We encourage you to reach out to your supervisor if you have any questions about the process. Our Class and Comp team is also always happy to answer any questions or provide clarity on the market review process as well.

Perform

Have you ever wondered how your evaluation's total percentage relates to your score in Perform? The following table demonstrates how this is calculated. In the example below, the employee who received a total score of 66% would receive a score of 3. As a reminder, Pay for Performance increases are applied as follow:

- Score of 5 = 4%
- Score of 4 = 4%
- Score of 3 = 3%
- Score of 2 = 2%
- Score of 1 = 0%

If you have questions related to evaluations or increases, please reach out to [Meriah Franklin](#). Thank you.

Rating Scale Levels

Score	Name	Description	% Range	Comments Re...	Actions
5	Consistently Exceeds Expec...	For this competency employee is viewed as a role mod...	91 - 100	Yes	↙
4	Occasionally Exceeds Expec...	For this competency employee is considered a valued ...	71 - 90.99	Yes	↙
3	Meets Expectations	For this competency employee is a solid team player, c...	51 - 70.99	No	↙
2	Needs Improvement	For this competency employee demonstrates occasion...	26 - 50.99	Yes	↙
1	Consistently Below Expectat...	For this competency employee repeatedly demonstrate...	0 - 25.99	Yes	↙

Ratings Summary :

Total Score		Overall Rating		
3.3 out of 5 (66%)		Occasionally Exceeds Expectations / 4.00		
Rater	Type	Total Score	Overall Rating	Weight
[REDACTED]	Self Rater	3.8 out of 5 (76%)		0 %
[REDACTED]	Rater	3.3 out of 5 (66%)	Occasionally Exceeds Expectations / 4.00	100 %

Last month, our recruitment and Public Works Teams joined up to support our neighbors at Schuff Steel in Bellemont for a hiring event assisting displaced workers by sharing with them all of the opportunity, benefits, and stability that positions within one of our many divisions can provide. Skilled workers were connected with current job openings and met directly with many of our supervisors and managers to talk about what it's like to work with the City of Flagstaff. A BIG thank you to Kim Bottorff, Val Garcia, Linda Alvarado, Sarah Sorne, Brian Sutter, Zach Haws, Greg Krahe, Justin Cuevas, Jennifer Brown, Sam Beckett, and Scott Overton for supporting a successful job fair event!

The recruitment team was additionally proud to provide rapid response and outreach to talent in other local businesses that unfortunately had to share with their workforces that they were closing, including Grimaldi's, Peter Piper Pizza, and Big Lots.

Help us in supporting our neighbors and keeping families in Flagstaff by sharing our current openings at [FlagstaffCityCareers.com!](https://www.flagstaffcitycareers.com)



Sarah Sorne and Linda Alvarado from HR/RM with Justin Cuevas and Scott Overton from Public Works at the Schuff Steel Career Fair on August 7 in Bellemont.

New Job Postings

[Desktop Technician Senior - Help Desk](#)

[Housing Services Specialist](#)

[Librarian - Marketing and Public Relations](#)

[Public Works - Solid Waste Supervisor](#)

[Public Works Administrative Specialist - Solid Waste Collections](#)

Training and Development

The HR/RM Department has an amazing group of professionals and subject matter experts coming to you! We offer training sessions, whether a meeting, a mini-retreat, or an all day option, where we will cover the aspects your department, section, or division needs within the realm of Human Resources and Risk Management. Please hold a time slot to meet with us to organize your training request if you would like in-person group training sessions hosted by the Human Resources and Risk Management team. We are excited to have a great time teaching, training and providing refresher courses for you, covering the topics you are interested in.



NEOGOV LEARN Reminder

- **Reimagine Community: Becoming Trauma Responsive** – Required for all supervisors and managers, encouraged for all employees. **Due 10/31/2024.**
 - Two part training that covers: What science tells us about the impact of trauma. How trauma and stress impact human behavior and interactions? What does it mean to be a trauma-informed system?

Policies and Directives

The employee handbook and directives can be found on the city website's [Handbook, Policies, and Directives page](#).

With multiple policies under review with different departments and Council back in session, we look forward to an exciting month for policies and handbook updates.

Please reach out to [Cindy Perger](#) for any questions or updates regarding policies under review.

Risk Management

Sign up for these upcoming trainings! Click on the titles to register.

September 11, 2024 - [Electrical Safety](#)

12:30pm in Public Works Building East Conference Room

August's training was so popular, we've added one for September!

September 19, 2024 - [Stop the Bleed](#)

7am in Public Works Building Large Conference Room

October 29, 2024 Lockout/Tagout - Control of Hazardous Energy
(registration form coming)

8am in Public Works Building West Conference Room



Who's heard the saying "I need a vacation from my vacation??" Hopefully all your summer vacations were TRULY relaxing!



SEPTEMBER IS

NATIONAL PREPAREDNESS MONTH



Time to make sure you're prepared - break out those emergency radios and flashlights to check the batteries. Check your first aid kits and go bags and get them restocked. Practice evacuation routes and meeting points with the family and pets. And finally, don't forget to download FEMA's mobile app to your phone. Convoy of Hope has an excellent Disaster Preparedness Guide with easy to use checklists you should check out too.

Let's take a closer look at resources for three disasters that are more likely to occur right here in Flagstaff



Wildfires are probably the largest threat to our ponderosa pine forest and small city. Our fire crews do a fantastic job of keeping fires at bay but a serious safety concern for everyone is the smoke produced by fires.

[Ready.gov's](#) wildfires page provides a fantastic overview of wildfire safety from preparing for evacuation from a fire through returning home. The [AZ Department of Forestry and Fire Management](#) has a good guide for creating defensible space around your home. This can help reduce damage to your property if a fire does come close. Be sure to follow them on social media for local updates and information too!



Floods are another serious threat to many areas of Flagstaff and all over Arizona. Flash floods are a very common threat in washes and dry riverbeds throughout Arizona especially during monsoon season. Recently, with the burn scars from wildfires, flooding and longer-term flooding has become a real threat in Flagstaff proper. [eReady.gov's](#) Floods page is a good place to start and covers a wide range of topics. The [Red Cross](#) flood information tends to be more concise and their checklists in multiple languages make it easy to prepare. And lastly, know your flood risk with FEMA's flood maps.



Avalanches are not a common occurrence, but are not impossible if you're at Snowbowl or one of the other snow topped mountains here in Northern Arizona. Since it's not something commonly talked about and we do have so many snow and snow sport enthusiasts I wanted to provide a few resources. The Forest Service's

Know Your Snow program is an excellent read for everyone. Then there is the **Know Before You Go** program that provides free training resources (online and in-person) for those people who would most benefit from the knowledge. Start with their basic avalanche knowledge and assess your risk! You can keep going with their vibrant and interesting content to become an avalanche, Know Your Snow Before You Go expert.

Stay Prepared & Stay Safe!!

Words of Wisdom

“

You can't control the direction of the wind, but you can adjust your sails.

— Jimmy Dean

MotivationalLines.com



If there is something you would like us to address in a future newsletter, please email us at human.resources@flagstaffaz.gov.

Not sure who to contact in Human Resources and Risk Management? Check out our page on the City's website [Human Resources & Risk Management | City of Flagstaff Official Website \(az.gov\)](#)

Constant Contact | 3675 Precision Dr | Loveland, CO 80538 US

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City of Flagstaff Sustainability Division

July and August 2024 Monthly Report

HIGHLIGHTS:

Community Food Systems Assessment Released!

The City and its partners have finalized the [2024 Community Food Systems Assessment for Flagstaff & Northern Arizona](#)! This report is the culmination of the initial phase of a US Department of Agriculture (USDA) grant-funded 3-year "Assessing & Growing a Sustainable Community Food System" project to deepen our understanding of the challenges and opportunities related to food access and distribution throughout Northern Arizona. The assessment serves as a tool to:

- Enact strategic policy and investments to address critical barriers,
- Leverage existing strengths to improve public health, foster community building, and
- Increase the local food system's capacity to serve residents' needs.

Neighborhood Sustainability Grant Program: Annual Application cycle open through September 30th

The Sustainability Office and Sustainability Commission seek applicants to apply for a Neighborhood Sustainability Grant for up to \$7,500 to fund creative community sustainability projects in the following categories: Building Energy (efficiency), Climate Action, Food, Public Health, Resilience, Transportation, and Waste (prevention/reduction). Individuals, groups, nonprofits, and businesses with project ideas within the City of Flagstaff are eligible to apply.

City-wide Energy and Water Conservation Project Completed!

The [City-wide Energy and Water Conservation Project](#) with NORESO achieved substantial completion in August. This year-long effort brought energy savings to 44 City facilities and is projected to save more than \$200,000 annually on utility costs. This project was successful thanks to the support and collaboration of Public Works, PROSE, Water Services, Management Services, Community Development, Legal and City Leadership, and the patience of nearly all City employees. [Check out the project website](#) to see project highlights, an interactive site map, and program emissions reductions.

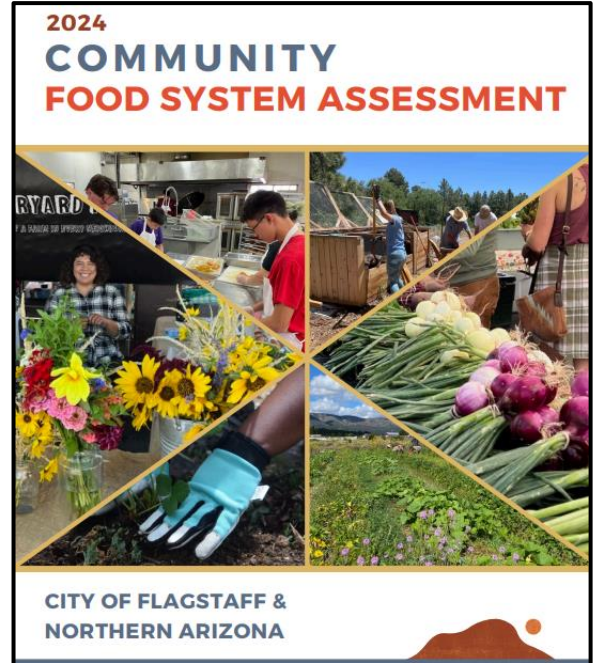


Photo: Cover page of the newly published Community Food Systems Assessment.



Photo: The Wildcat Hill Water Reclamation Plant at night, with new LED lights.



Climate Action

Community Resilience:

- In July, the [Climate Resilience Project \(CRP\)](#) hosted a workshop to equip participants with essential skills and knowledge for handling emergency scenarios. Local emergency management experts from Coconino County Emergency Management shared practical strategies, demonstrated tools, and provided free kits to enhance preparedness and foster resilience. In August, the CRP partnered with the Watershed Cleanup Series to remove invasive plant species, woody debris, and litter from the Rio de Flag. Fdsfs
- The [Flood Prevention Assistance Program](#) is accepting applications. Property owners and renters can apply for grants of up to \$7,500 to purchase floodproofing materials such as floodgates, sealants, and temporary barriers. Priority will be given to those who have experienced flooding or are at risk of future flooding. Residents can [learn more and apply here](#).
- To continue providing relief for Flagstaff residents impacted by wildfire smoke, the [Free HEPA Air Filter Program](#) is distributing 260 new air purifiers to vulnerable community members. The application was open from July 1st-July 20th, attracting 69 new applicants.
- The **Flagstaff Regional Resilience Hub Project**, a federally funded grant initiative, has started distributing sub-awards to project partners. These funds will support the development of three Resilience Hub pilots in Flagstaff, which will serve as neighborhood centers offering resources, services, training, and spaces for community connections that strengthen local resilience.

Equity and Engagement:

- The Climate Action Section directly engaged with **401 people in July and August**.
- Staff have completed equity assessments for **seven Climate Action programs**: HEPA, Walk the Rio, Youth Climate Leadership Academy, Communications Plan, Climate Resilience Leaders, Resilience Hubs, and Neighborhood Sustainability Grants. The assessments aim to identify opportunities to enhance equity, inclusion, and accessibility in our policies, planning, programs, and decision-making processes.

Building Fuel Switching and Reduced Energy Use:

- On August 26th, the City Council ratified the grant agreement for the Department of Energy Energy Efficiency and Conservation Block Grant (EECBG), which provides \$133,940 to the City of Flagstaff to 1) purchase electric lawn equipment for the Parks team, 2) install electric heat pumps at two city buildings, and 3) install energy-efficient windows at the Sustainability Office.
- As part of the [City-wide Energy and Water Conservation Project](#) with NORESKO, exterior lights across 40 city facilities were retrofitted to energy-efficient LEDs, and water meter testing was completed in July and August. Troubleshooting exterior lighting issues continues at Wheeler Park, Ponderosa Park, and the Lake Mary Water Treatment basin area.
- The [Home Weatherization and Energy Rebate Program](#) began accepting new applications for fiscal year 2024-2025 on July 1st. The program received 30 applications in July and August and provided nearly \$27,000 in assistance to community members who have completed energy- and cost-saving home upgrades.

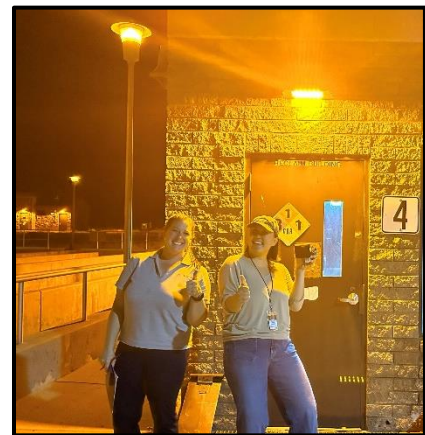


Photo: Janice Hakala (Community Development) and Jennifer Crabb (NORESKO) inspecting lights.



City of Flagstaff Sustainability Division July and August 2024 Monthly Report

- Sustainability staff supported a **Solar Buying 101 webinar** on July 31st, drawing 47 attendees, to share consumer resources for residents interested in going solar. The recording and slides are available on Sustainability's [Clean Electricity Webpage](#).
- Staff are partnering with Solar United Neighbors, Coconino County, and the City of Sedona to launch the fourth round of the [Northern Arizona Solar Co-op](#) on September 24th.

Transportation Electrification:

- Staff continued to pursue grant opportunities to support the adoption of electric vehicles in the City fleet and across the broader community.
- The City's public EV charging stations were used 65 times on Friday, July 19th – a new daily record!

Youth Climate Action:

- The Climate Action Challenge is gearing up for another year and will begin accepting applications in mid-September.
- Nick and Kathy, our two high school AmeriCorps Sustainability Officers, have completed their 100-hour AmeriCorps terms! Most recently, they have helped at the community gardens, joined climate team meetings, and supported several Climate Resilience Project events.
- Sustainability Officers: The Climate Action team is partnering with the City of Phoenix on youth engagement for the 2024-2025 school year. Phoenix has run a similar Sustainability Officers program for ten years and is expanding its program statewide. This partnership will build capacity for sustainability within FUSD. The City of Phoenix offers up to \$2,000 to incentivize schools to participate. Sustainability Officer positions will be offered to both Flagstaff and Coconino High Schools; two Officers will be selected. Selected Officers will plan a sustainability project for their school or community, and will have the chance to compete for additional funding.

Neighborhood Engagement & Volunteer Services

Community Stewards

- [Community Stewards](#) (Adopt-an-AVE, Adopt-a-FUTS, and Adopt-a-Stream) monthly statistics are in the table to the right.
- Sustainability staff continued to partner with Open Space for the Invasive Plant Species Workshop and Weed Pull Series events throughout July and August. This series allows participants to discover invasive plant species in the Flagstaff Community and the best practices for removing them.

July and August Stewards Data	
Number of clean-ups	12
Bags of Recycling	15
Bags of Trash	36
Number of People	159
Service Hours	143

Employee Volunteers

- On July 27th, Sustainability, Stormwater, Public Works, and Water Services employees joined other community members to assist the community in Coconino Estates in removing thousands of sandbags. 42 volunteers participated in the event.

Employee Volunteer Data	Year to Date
Number of Volunteers	218
Number of Events	143
Total Service Hours	628



City of Flagstaff Sustainability Division July and August 2024 Monthly Report

- **Over 20 employees volunteered at the All Employee BBQ** on August 21 to feed over 500 staff onsite and at facilities across the organization!
- Sustainability staff have been working with the City's Emergency Management and Airport teams to coordinate a full-scale exercise, Operation Ready FLG, on September 9. This exercise will prepare Airport staff and emergency response agencies to respond to emergency events at the airport.



Photo: (To the left) Volunteers removing sandbags from homes in Coconino Estates on July 27. (To the right) Volunteers hold up Siberian Elm they removed at a July Invasive Plant Species Weed pull.

Stream Stewards

- Sustainability staff, led by our [Stream Stewards](#) Climate Corps member, led **Walk the Rio Tours** on July 20th and August 17th. 22 people joined the two tours to discover the historical and current connections to the Rio de Flag stream system. The September tour is being held on September 21 and is limited to 15 participants. [Register here](#).
- The [July Watershed Cleanup Series](#) continued on July 13th in a section of the Rio de Flag running through Coconino Estates. Nine community members volunteered and removed 23 bags of invasive plant species between W. Meade Lane and W. Anderson Road. Invasive plants include Cheese Wee, Prickly Lettuce, Poison Hemlock, and Bindweed.
- The August Watershed Cleanup Series took place on August 10th. 13 volunteers removed two truckloads of woody debris, invasive plant species, and litter from the channel in Sinclair Wash off of Lone Tree Road.



Photo: Staff and participants discuss the Rio de Flag during the Walk the Rio event on July 20th.



Neighborhood Engagement and Outreach

- **NEVS directly engaged with 1,800 people** in July and August at community markets, special events, presentations for community groups, and more!
- Sustainability staff presented offerings to the Coffee Klatch business group run by Discover Flagstaff on July 12.
- Sustainability staff attended the Friends of the Rio de Flag's educational walk to Leroux Springs and the board meeting on July 25th. These walks and meetings are great educational tools and opportunities to strengthen partnerships.
- In August, the Sustainability Office met with Japanese Delegates to discuss clean energy in Flagstaff. This meeting was in partnership with NAU and Solar United Neighbors.



Photo: Volunteers pose with litter and woody debris after the August Watershed Cleanup at Sinclair Wash.

Food Systems

Community Gardens

- Sustainability staff hosted **Community Garden Advisory Group** meetings on July 18th and August 22nd. This group was formed to discuss short- and long-term visions for community garden spaces in Flagstaff, AZ. There is immense enthusiasm for cooperative opportunities across different community gardens and urban farms. There is also strong interest in a more cohesive and accessible city-wide composting program, a tool-sharing program, and seed-saving and planting programs.
- Garden Volunteer Days: **Weekly volunteer days at the Hal Jensen, Southside, and Bonito Community Gardens have been well-received.** The community gardeners and volunteers have been working hard, tending to rental plots and creating new public community garden spaces. The plants are doing well despite the extreme daily temperature dips within microclimates and recent hail.

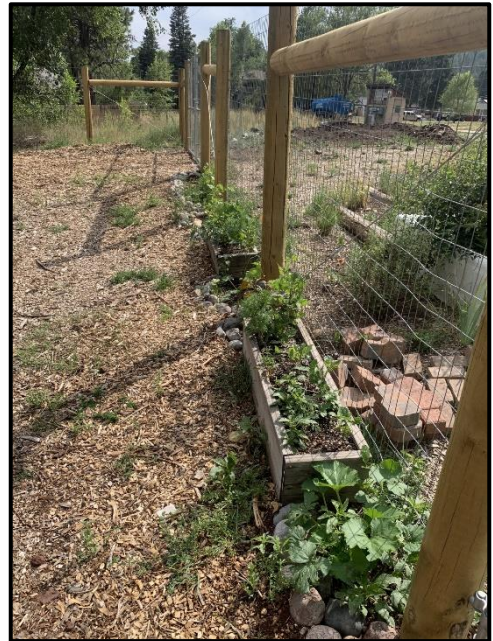


Photo: A new community planting wall project that will climb up the Bonito Garden fence.



Mayor's Monarch Pledge

- Staff hosted the annual **Exploring Pollinators Art Contest** in June. Sustainability staff reviewed the 40 superb submissions and selected 12 winners across a wide age range. The winning submissions for the art contest were on display in the Downtown Library for the month of August.



Photos: Pollinator Art Contest Winners on display at the Flagstaff Downtown Public Library.

Waste Prevention

- For the All Employee BBQ on August 21, City staff used tools, resources, and education to reduce the waste associated with this event. With the help of our Waste Prevention Climate Corps member, the event diverted **132 gallons of recyclable material** and **nearly 30 gallons of compostable material from the landfill**. Only one 30-gallon bag of trash was created at the event!
- On August 3rd, the Sustainability Office hosted another **Fix-It Clinic**, where volunteers helped community members repair more than 40 household items and **prevented over 300 lbs of waste from going to the landfill**.



Photo: (Left) Staff cleaning up from the All-Employee BBQ on August 21. (Right) Volunteers fixers work to fix a lamp at the August Fix-It Clinic.

Compost

- **7,943 pounds of food waste** were diverted from the landfill in July & August through the [Residential Food Scraps Drop-off](#) program.



Sustainability Commission

- The July [Sustainability Commission](#) meeting was on Thursday, July 25th, and the August meeting was on Thursday, August 22nd. In July, the Commission heard public comments about recycling in Flagstaff and upcoming events. The agenda also included an update on the Sustainability Division's work and a presentation by the Neighborhood Sustainability Grant working group in preparation for the forthcoming grant season. In August, the Commission heard a presentation on Community Choice Energy, the ADU Model Plan Program, and the recently published Community Food Systems Assessment.
- Sustainability Commissioners volunteered their time throughout August to help with outreach for the Neighborhood Sustainability Grant program, including distributing flyers at over 35 locations, tabling at two Eastside Flagstaff Mountain Town Markets, and presenting at an August 27th workshop.
- The Commission [agendas can be found here](#) and [minutes can be found here](#).

Social Media

- In July and August, our Facebook posts reached **15,282 people** and engaged with **777 people**. We have gained **33 new followers**, making our total follower count **7,988**.
- In July and August, our Instagram reached **6,839 people** and engaged with **487 people**. We have gained **54 new followers**, making our total follower count **2,403**.



... **Photo (Left):** Our top Facebook post was an announcement about the July 20th Walk the Rio Event (7 likes and 70 users engaged).



Photo (Below): Our top Instagram post was a Free Sustainable Action Friday video about our free food scrap drop-off sites (49 likes and 1,117 users engaged).

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: David McIntire, Community Investment Director
Date: 09/16/2024
Meeting Date: 09/24/2024



TITLE:
Creative Flagstaff Annual Update

DESIRED OUTCOME:

Council will hear an update regarding Creative Flagstaff's activities as the lead Arts Agency for the City of Flagstaff and their impact on the arts, science and culture sectors.

Executive Summary:

The City of Flagstaff contracts with Creative Flagstaff to provide a myriad of services related to the arts, science and culture sectors in the community. This year's contract amendment provided funding for activities as a Local Arts, Culture and Science Agency, provided pass through funding for non-profit operations and project support, funding for ArtX community engagement, and the completion of the ARPA funds designated for arts, science and culture. Additionally, it is Creative Flagstaff's 40th anniversary. It has been an important part of Flagstaff's arts, science and culture landscape above and beyond their role as a partner of the City.

Information:

Creative Flagstaff has been the lead Arts Agency under this contract since 2017. Creative Flagstaff has administered the Bed, Board and Beverage (BBB) funds provided by City to eligible non-profits through a fair and effective process, activated the Coconino Center for the Arts, provided training for capacity development within the sector, and delivered other activities as well. ArtX is another good example of Creative Flagstaff's efforts to develop and enhance activities that elevate the sector as a whole. This is the final year of extensions allowed under the contract without a procurement process. The City Beautification and Arts and Science Program have been working with a consultant around a community process to evaluate the activities in the sector to allow for data driven decisions.

In this presentation, Interim Executive Director Julie Cornnick will discuss its 40 years of effort and current activities as a partner of the City.

The current allocations and the amended scope of work are included in the attached documents.

Attachments: [Creative Flagstaff Contract](#)
[Creative Flagstaff Presentation](#)

AMENDED AND RESTATED CONTRACT**City of Flagstaff – Flagstaff Arts Council****ARTS, SCIENCE, AND CULTURAL SERVICES****Contract No. 2017-18**

This Amended and Restated Contract for the Purchase of Materials/Services Arts, Science, and Cultural Services is made and entered into this 18th day of June, 2024, by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”), and the Flagstaff Arts Council, an Arizona nonprofit corporation.

WHEREAS, the parties entered into Contract No. 2017-18 dated July 1, 2017, which was amended by the First Amendment dated June 1, 2022, and the Second Amendment dated December 19, 2023; and

WHEREAS, the parties desire to enter into this Amended and Restated Contract (a Third Amendment) to incorporate all contract provisions applicable to the final renewal term.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work: Contractor shall provide the materials and/or services described as follows:

Arts, Science, and Cultural Services

in City Fiscal Year 2024-2025 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 the compensation in an amount not to exceed \$875,626.00, to be applied as follows:

Local Arts, Culture, and Science Agency:	\$175,575
Grants to arts, culture, and science programs:	\$500,000
Administration of grants:	\$ 75,000
Administration of ArtX:	\$ 50,000
ARPA grants to arts, culture, and science programs	\$ 75,051*
Administration of ARPA:	\$0**

*Approximate remaining balance of the \$150,000 in federal American Rescue Plan Act (“ARPA”) funding allocated under the Second Amendment.

** Contractor has expended the \$22,000 allocated under the Second Amendment.

Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve a price decrease or a price increase if the amount 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.

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C.
5. Contract Term: The Contract term commenced on July 1, 2017, and is hereby renewed for a final one-year term through June 30, 2025.
6. Acknowledgement. The parties acknowledge that this Amended and Restated Contract reflects the complete agreement between the parties for City Fiscal Year 2024-2025 (July 1, 2024 through June 30, 2025).
7. Notice. Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Grants & Contracts
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001
pbrown@flagaffaz.gov

To Contractor:

Executive Director
Flagstaff Arts Council
22300 N. Fort Valley Road
Flagstaff, Arizona 86001

With a copy to:

Dave McIntire
Community Investment Director
211 W. Aspen Avenue
Flagstaff, Arizona 86001
dmcintire@flagstaffaz.gov

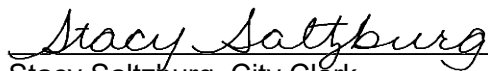
8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CITY OF FLAGSTAFF



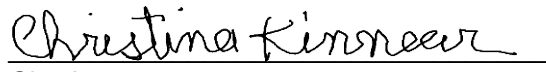
Greg Clifton, City Manager
Greg Clifton signed on 6/27/2024 11:15:05 AM

Attest by:



Stacy Saltzburg, City Clerk
Stacy Saltzburg signed on 6/27/2024 11:25:16 AM

Approved as to form by:



Christina Kinnear, City Attorney
Christina Kinnear signed on 6/24/2024 9:48:56 AM

FLAGSTAFF ARTS COUNCIL



Julie Comnick, Interim Executive Director

Attachments:

Exhibit A Scope of Work, with Attachment A

Exhibit B Standard Terms and Conditions

Exhibit C Insurance Requirements

Exhibit D First Amendment to the Scope of Work (ARPA)

Exhibit E City of Flagstaff Special Terms and Conditions (ARPA)

Exhibit F to the First Amendment: Payment Request (ARPA)

Exhibit G to the First Amendment: Performance Report (ARPA)

Exhibit H to the First Amendment: Grant Provisions (ARPA)

EXHIBIT A
SCOPE OF WORK

Part 1: Local Arts, Culture, and Science Agency

- I. To serve as the coordinating agency for arts, culture, and science endeavors in the Flagstaff area including long-range planning, leadership, and promotional activities, including:
 - A. Establishing and maintaining alignment with community, state, and federal plans and initiatives, including but not limited to The Arizona Arts Education Plan, and long-range plans of the Arizona Commission on the Arts, the National Endowment for the Arts, and Alliance for the Second Century member organizations.
 - B. Developing and maintaining effective partnerships with organizations, institutions, businesses, and individuals.
 - C. Providing general and technical support for individuals, programs, activities, and organizations.
 - D. Preserving and utilizing the community's uniquely diverse existing expertise and talent.
- II. To expand the role of arts, culture, and sciences within the community and Flagstaff as a center of arts, culture, and sciences.
- III. To increase the participation opportunities for residents and to stimulate public and private support for arts, culture, and science endeavors.

Further detail regarding the Contractor's responsibilities related to its work as the coordinating agency is included in the Attachment A to this Exhibit and incorporated by reference into this Contract.

Part 2: Administration of Grants (BBB Funds)

- I. To grant City Council-allocated Bed, Board and Beverage Tax revenues to local source providers as follows:
 - A. The Contractor shall appoint a review committee composed of Flagstaff metropolitan area residents (from within Flagstaff Metropolitan Planning Organization boundaries), and one member appointed by the City Council, which shall:
 1. Review each funding request programmatically, financially, and administratively, using a proposal ranking system and taking into account the availability of alternative funding, the availability of similar services, and demonstrable public benefits from the applicant's proposal.
 2. Make funding recommendations that shall be approved by the vendor's Board of Directors prior to disbursement.
 - B. The Contractor shall provide full administration of the grant program(s), including;
 1. Disbursement of approved allocations and other administration of all funds covered by the agreement.
 2. Notifying organizations of reporting requirements and payment schedules.

3. Monitoring funded programs and finances.
- C. Contractor shall provide the following deliverables to the City:
1. Request for Proposals document, prior to release for distribution.
 2. Proposed Service Agreement text.
 3. Rating or evaluation form used in scoring applicant proposals.
 4. Insurance certificate for each funded organization, with the City named as "also insured."
 5. Verbal presentation to the City Council and in a written Annual Report, each including a summary of all funding allocations (organizations, project description, amounts requested, amounts awarded, and other pertinent information), justification for all recommendations, and the status of all funded programs.
- D. City Council allocation of funds:
1. The City Council allocation of funds for the Arts & Science Grant Program is determined annually by the City Council as a part of the City's budget process.
 2. As a part of the City's annual budget process, the City Council may allocate funding for additional grant programs to be administered by the vendor.



May 6, 2024

Flagstaff Arts Council dba Creative Flagstaff

Memorandum

To: Jana Weldon and David McIntire, City of Flagstaff

From: Julie Comnick, Interim Executive Director, Creative Flagstaff

CF/City of Flagstaff Contract: Scope of Work Addendum

Reflecting focus of scope change of additional \$125,000, and additional \$50,000 ARTx

Creative Flagstaff continues the original scope serving as the coordinating agency for arts, culture, and science endeavors in the Flagstaff area. The following addendum outlines how the organization has evolved since the inception of the 2017 contract, and how increased funding will be directed to ongoing and new initiatives:

Coconino Center for the Arts (CCA)

- **Exhibitions:** Enhanced and expanded exhibitions and programming. CCA will expand offerings by producing 4-5 unique exhibitions in the Main Gallery and 6-8 unique exhibitions in the Project Gallery and satellite venues annually. CCA's 3-year exhibition calendar projects a balanced rotation including solo, group, and juried exhibitions by local, national, and international artists, with attention to diversity of presenters and audience. Exhibitions are selected by the CCA Exhibitions Selection Committee, a subcommittee of the CCA Advisory Board. The CCA website includes a platform for artist rolling submissions for [exhibition proposals](#) and selected juried exhibitions.
- **Presenting Artist Honoraria:** CCA is committed to supporting its presenting artists. Beginning in FY2025, we will offer base standard honoraria ([W.A.G.E standards](#)) for exhibiting artists to help offset artist shipping and travel expenses directly associated with the exhibition relative to the scale of the presentation.
- **Programming:** A robust calendar of exhibition programming will accompany each exhibition with guest experts and educators expanding on the exhibition content through lectures, panel discussions, and art workshops. All presenters will be offered an honorarium for their services.

- **Theater Concerts, Performances & Presentations:** CCA will serve as the booking agent for many concerts and performances, and significantly increase its offerings to the community. For FY2025 we are on track to host 50+ unique performances with the possibility of increased offerings within reasonable staffing capacity. The new [Emerging Artist Series](#) (piloted in 2024) will present paid opportunities to local performers. The Theater Programming subcommittee of the CCA Advisory Board assists in the selection of performances with attention to diversity of presenters and audience.
- **Community Art Markets:** CCA will evolve the annual Winter Artisan Market into two artisan markets next year: a community artisan market in fall 2024 and an Indigenous artisan market in spring 2025. In the event of space availability, we are open to hosting additional external markets in addition to the markets we produce in-house.
- **CCA 40th Anniversary:** Celebrating a milestone, we are planning a weekend celebratory event [September 6-8](#) including a curated fundraiser dinner within the gallery exhibition followed by a weekend of local music at CCA.

Arts Leadership

- **Professional Development Opportunities:** Increased allocation of funding for artist and non-profit professional development opportunities. Recent offerings through CCA's [Digital Resource Center](#) (DRC) include workshops in Digital Archiving, Podcasting, Videography, and Photography. Plans for FY2025 include the addition of quarterly, one-off, introductory professional development workshops instructed in-house by staff and CF board members, including but not limited to the following topics: Artwork Photographic Documentation; Digital Submissions and Platforms for Grants, Exhibitions & Opportunities; Resumés & Marketing for Artists & Non-profits; and Artist Business Licensing, LLCs, & Finances.
- **Convening Creative Community:** In response to visitor feedback, Creative Flagstaff plans to facilitate quarterly community forums as part of scheduled NightCap art-social events at CCA including but not limited to the following topics: Cultural Appropriation & Sensitivity; Artificial Intelligence and the Arts; and Artistic Expression and Censorship.
- **Partnerships:** Creative Flagstaff aims to build partnerships with other local non-profit organizations for collaborative programming on entrepreneurship.
- **Intersect at CCA:** Networking conversations based on discipline and sector will pair creatives with mentors for professional development connections. CCA will provide space for underrepresented groups to develop intersectionality as marginalized populations on topics such as Indigenous Rights, Queer Theory,

etc. Facilitation of conversations on community-wide cultural leadership, arts administration, and collaborative marketing.

ARTx, ArtWalk, and Satellite Venues

- **ARTx:** [Art + Ideas Experience Arizona](#) will evolve in FY2025 to encompass 3-4 engagements throughout the year, building toward a biennial festival event in 2026. ARTx will collaborate with CCA in the curation and implementation of these events. Continuing with the original ARTx model, presenting artists will be compensated for projects that bridge disciplines of art, science, and culture in the Flagstaff community.
- **Satellite Venues:** The CCA Advisory Board has identified satellite exhibitions & performances as a top priority. In FY2025, Creative Flagstaff will conduct a feasibility study and pilot one satellite exhibition in Flagstaff that aligns with cross-disciplinary initiatives between CCA and ARTx. With success of the pilot, a rollout schedule will be created for continued satellite exhibitions throughout the city of Flagstaff.
- **ArtWalk:** Creative Flagstaff will reengage in and revitalize the First Friday Flagstaff ArtWalk with expanded offerings in Heritage Square. Collaborations between ARTx and CCA will coincide with the Artwalk calendar to bring increased visibility to Flagstaff's downtown galleries and businesses.

Accountability

- Creative Flagstaff is accountable to these scopes through qualitative input: when feasible, exhibitions and programming events will be accompanied by surveys with open-ended questions to help gauge interest and input for future programming and thematic content. Social media platforms will also be activated to collect participant feedback.
- Creative Flagstaff is accountable to these scopes through quantitative data: we will continue to track participation through ticketing and headcount and compare with recent years to assess changes to audience numbers.
- Quarterly reporting: Creative Flagstaff will provide combined qualitative and quantitative reports to the City of Flagstaff aligned with invoicing and payments.

Part 3: Administration of ARPA Funds

- I. Background for Project #CL6321F, CFDA#21.027: The City is recipient of funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) which authorizes the U.S. Department of Treasury (“Treasury”) to make payments from the Coronavirus Local Fiscal Recovery Fund (“Local Recovery Funds”). The distribution of Local Recovery Funds is guided by the Treasury Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (“Uniform Guidance”), which allows the City to work with entities to administer the Local Recovery Funds.
- II. To assume responsibility for program administration and monitoring responsibilities for the pass-through distribution to other non-profit organizations of \$150,000 pursuant to the Uniform Guidance regarding the allocation of the Local Recovery Funds reserved to respond to the COVID-10 public health emergency or its negative economic impacts for City-wide local service agencies.
 - A. Contractor shall provide services such as issue Notice of Funding Announcements to eligible non-profits, evaluate proposals, award applicants, submit required reporting, oversee, and monitor awarded applicants via a social service contribution from the City of Flagstaff from a portion of the Local Recovery Funds received by the City.
 - B. Requiring organizations to cite the contribution of the City of Flagstaff toward the project(s) in all instances where the contributions to the project(s) are recognized or listed.
- III. Further detail regarding the Contractor's responsibilities related to its work administering grants is included in the Exhibits D, E, F, G and H and incorporated by reference into this Contract.

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **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.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **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 had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
20. **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 the 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.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
22. **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 the City.
23. **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 the City.
24. **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 the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **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.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work 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.
32. **WARRANTY:** Contractor warrants all work for a period of one 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

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
34. **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.
35. **PUBLIC RECORDS:** The 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.
36. **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

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 40. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.
- 44. NO WAIVER:** Both Parties have 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.
- 45. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 46. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 47. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or

in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

48. **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 whose business is 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.
49. **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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. **TERMINATION FOR DEFAULT:** Prior to terminating the 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 to the Contract remedies provided for herein.
52. **CITY REMEDIES:** In the event of Contractor's default, the 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. The 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.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
56. **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 the 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.
57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel the 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, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
61. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
62. **NOTICES:** All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

- 63. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 64. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 65. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 66. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 67. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). 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 the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 68. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination

date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated May 2, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring, or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

- f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION**: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS**: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE**: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES**: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS**: Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

EXHIBIT D

FIRST AMENDMENT TO THE SCOPE OF WORK

Flagstaff Arts Council D/B/A Creative Flagstaff

Creative Flagstaff on behalf of the City of Flagstaff will administer the American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Federal and Non-Federal Funds. Creative Flagstaff will provide services, such as issue Notice of Funding Announcements to eligible non-profits, evaluate proposals, award applicants, submit required reporting, oversee, and monitor awarded applicants.

Overview. This program intent is to respond to the economic and public health impacts of COVID-19 and to assist to contain impacts on our community, residents, and businesses. The Local Recovery Funds ensure that local governments have the resources needed to fight the pandemic, sustain, and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity.

2: NEGATIVE ECONOMIC IMPACTS

Assistance to Nonprofits – Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit" – specifically that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

2.10 – Aid to non-profits – Arts and Sciences, \$150,000 (non-federal funds)

Eligible Use: Response to the negative economic impacts that were experienced by those impacted as a result of the pandemic.

Examples that could be considered:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs
- ✓ Mitigate financial hardship
- ✓ Technical assistance or other services that mitigate negative economic impacts of the pandemic

7: ADMINISTRATION

7.1 – Administration - \$22,500 (15%) (non-federal funds)

Eligible Use: Costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Both direct and indirect costs are eligible as long as they are accorded consistent treatment per 2 CFR 200.403.

Direct costs are those that are identified specifically as costs of implementing the program objectives, such as contract support, materials, and supplies for the project. Indirect costs are general overhead costs of an organization.

EXHIBIT E

CITY OF FLAGSTAFF SPECIAL TERMS AND CONDITIONS

1. COMPENSATION ON A REIMBURSEMENT BASIS
 - 1.1 Payment by the City to the Provider for services and other expenses related to the administration of the Local Recovery Funds will be provided on a reimbursement basis. Reimbursement may be requested as frequently as monthly, but not less than quarterly. Reimbursement will be paid in dollar amounts approved by the City for completed work.
 - 1.2 A non-profit recipient of Local Recovery Funds can submit reimbursement requests to the Provider on a monthly, quarterly, or a one-time/final reimbursement request. The financial and performance reporting terms are to be coordinated with the Provider.
 - 1.3 To request reimbursements, the Provider shall submit a Payment Request, attached as Exhibit F and incorporated by reference in the Contract. The Provider must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of the Contract no more than forty-five (45) days after the end of the Contract. Requests for reimbursement received later than the forty-five (45) days after the Contract termination will not be paid. The final reimbursement request as submitted shall be marked FINAL. All reports shall be submitted to the contact persons as described in the Notice Section of the Contract. Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or Contract time-period, whichever comes first. No payments shall be made on invoices received after that date.
2. ADMINISTRATIVE REQUIREMENTS
 - 2.1 Accounting. The Provider shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 CFR part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Provider's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Local Recovery Funds; records which adequately identify the source and application of Local Recovery Funds provided for financially assisted activities; effective control over and accountability for Local Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Provider shall maintain Local Recovery Funds received under this Contract in separate ledger accounts and not mix funds with other sources; manage funds according to applicable federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied

(it applies to all sources of funds).

- 2.2 Procurement. The Provider shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 CFR § 200.317 through 2 CFR § 200.327. The Provider's procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code, notwithstanding OMB Circular A-110. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Provider shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Local Recovery Funds.
- 2.3 Internal Controls. The City will evaluate the Provider to determine if there is a risk that the Provider will not comply with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 CFR § 200.331(b)(1-4). The Provider will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Provider's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Contract.
- 2.4 Monitoring. The City shall monitor the use of the Local Recovery Funds, including reviewing financial and programmatic reports provided by the Provider. The City shall follow-up and ensure that the Provider takes timely and appropriate action on all deficiencies pertaining to the federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Local Recovery Funds provided to the Provider from the City as required by 2 CFR § 200.521, "Management decision." The Provider agrees to cooperate and provide all information necessary for the City to monitor the Provider periodically to ensure compliance with this Contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Local Recovery Funds and the provisions defined in this Contract, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR § 200.300, "Statutory and national policy requirements," 2 CFR § 200.309, "Modifications to period of performance," 2 CFR § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Provider's place of business and/or construction site and other various requests for information. During the term of this Contract, the Provider shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be

needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Provider and the City.

- 2.5 Documentation, Record-Keeping, and Other Requirements Specific to Expenditure Categories. The Provider shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:
- 2.5.1 All additional reporting requirements specific to the categories as identified by Treasury attached as Exhibit G and incorporated by reference in this Contract;
 - 2.5.2 Records providing a full description of each activity undertaken;
 - 2.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;
 - 2.5.4 Records required to determine the eligibility of activities;
 - 2.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Local Recovery Funds;
 - 2.5.6 Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and
 - 2.5.7 Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.
- 2.6 Records Retention. The Provider will retain all records pursuant to the City's record retention policy and federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 CFR § 200.333.
- 2.7 Client Data. The Provider shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- 2.8 Disclosure. The Provider understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Provider's responsibilities with respect to services provided under this Contract, is prohibited by Arizona State law unless written consent is obtained from such

person receiving service and, in the case of a minor, that of a responsible parent or guardian.

- 2.9 Audits and Inspections. All of the Provider's records with respect to any matters covered by this Contract shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Provider within thirty (30) days after receipt by the Provider. Failure of the Provider to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. The Provider agrees to have an annual Provider financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 CFR § 200, Subpart F, "Audit requirements." The Provider will conduct an annual audit conducted in accordance with 2 CFR § 200, Subpart F, "Audit requirements," if the Provider expends more than seven-hundred fifty thousand dollars (\$750,000) from federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).
- 2.10 Monthly/Quarterly Reports to City. During the entire Contract period, the Provider shall prepare and provide the City monthly or quarterly reports by submitting the Performance Report, attached as Exhibit H and incorporated by reference in this Contract. However, the Provider need only provide a report if it has been received from the subgrantee within the reporting period. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Provider shall not be required to provide any of the Provider's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Provider's performance of research or any other activities relating thereto. The Provider agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Contract, and adherence to federal, state, and local laws and regulations.
- 2.11 Close-Out Report. The Provider is responsible for the close out of the Local Recovery Funds. The Provider's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and

determining the custodianship of records. The City will send the Provider written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Provider shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

2.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

2.11.2 The Contract period has expired; or

2.11.3 The Scope of Work has been completed.

2.12 Subrecipient Obligations. The Provider shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

3. ACKNOWLEDGEMENT

The Provider shall acknowledge during the term of the Contract the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Contract shall be prominently labeled as receiving Local Recovery Funds. In addition, the Provider will include a reference to the support provided herein in all publications made possible with Local Recovery Funds made available under this Contract.

4. COMPLIANCE WITH ALL LAWS

4.1 The Provider shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as Exhibit I and incorporated by reference in this Contract.

4.2 The Provider shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

4.3 The Provider shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 CFR Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5).

4.4 The Provider shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 CFR chapter 60).

- 4.5 The Provider agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 CFR part 3).
- 4.6 The Provider agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 CFR part 15).
- 4.7 The Provider agrees to comply with all applicable standards, orders, or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.
- 4.8 The Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 4.9 The Provider agrees to comply, as applicable, with 2 CFR part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

5. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Provider with a letter that certifies completion. The certification is conclusive determination that the Provider has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

CITY OF FLAGSTAFF - REQUEST FOR PAYMENT AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)	PO #: Date:
PROJECT NAME:	Inv #:

I. IDENTIFICATION

1. Vendor Number:	3. Project Number:	4. Request Number:	5. Amount Requested:
2. Vendor Name:			\$0.00
		Fiscal Year - _____	\$ _____
		Period Covered	
		Fiscal Year - _____	\$ _____
		Period Covered	

II. STATUS OF FUNDS

Expenditures						
PO Line #	(1) Project #	(2) Activity Name	(3) Application Budget	(4) Previous Expenditures	(5) Current Requested Amount	(6) Balance
						0.00
						0.00
						0.00
(7) TOTALS			\$0.00	\$0.00	\$0.00	\$0.00

III. CERTIFICATION

I (we) certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Date:	Signature:	Title:
Date:	Signature:	Title:
FOR CITY USE ONLY		
GRANTS AND CONTRACTS MANAGER: <input type="checkbox"/> Requested Amount Approved <input type="checkbox"/> Requested Amount Decreased		PROJECT MANAGER: Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>
BY: STACEY BRECHLER-KNAGGS	DATE	BY: DATE

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PERFORMANCE REPORT

CONTRACTOR/SUBRECIPIENT:	_____	DUNS NUMBER:	_____
CONTACT NAME:	_____	EMAIL ADDRESS:	_____
ADDRESS:	_____	PHONE NUMBER:	_____
TOTAL AWARD AMOUNT:	_____	EXPENDITURE CATEGORY:	_____
PROJECT TITLE:	_____	PROJECT NUMBER:	_____
START DATE:	_____	EXPIRATION DATE:	_____
BRIEF PROJECT SUMMARY:	_____		

REPORTING PERIOD (MM/YY - MM/YY): _____

PERCENTAGE OF PROJECT COMPLETENESS: _____

SUMMARY OF THIS PERIOD'S PROGRESS: _____

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD: _____

CERTIFIED BY:		LIST OF ATTACHMENTS, IF APPLICABLE: (ie. Additional reports, photos, etc)
SIGNATURE	DATE	_____
NAME AND TITLE		_____



GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of the Treasury

Grant Project Title: American Rescue Plan Act (ARPA)
Coronavirus State and Local Fiscal
Recovery Funds

Grant Number: ARPA-LRF-6321

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws

Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties

The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act

Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as “Coronavirus State and Local Fiscal Recovery Funds” or “SLFRF”), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “SLFRF statute”) that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

Key Principles

There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.¹ It is the recipient’s responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

Treasury’s Rule

Treasury’s Interim Final Rule details recipients’ compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury’s Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Eligible and Restricted Uses of SLFRF Funds

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project’s eligibility, recipients are also responsible for determining subrecipient’s or beneficiaries’ eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury’s Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury’s Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency;
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use;
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency’s Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

Applicable Federal Policies

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
 - SLFRF Regulations (31 CFR 35)
 - Compliance and Reporting Guidance
 - Frequently Asked Questions
 - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
 - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
 - Award Terms and Conditions
 - Assistance Listing Number 21.027 (Formerly CFDA Number)

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

Contracts and Subawards to Debarred and Suspended Parties

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

Civil Rights Compliance

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Davis-Bacon Act Requirements (If Applicable)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or

work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called "Mini-Davis-Bacon Acts") are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.



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**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Adriana Fisher, Housing Program Manager
Date: 09/09/2024
Meeting Date: 09/24/2024



TITLE:
18-Month Report for the 10-Year Housing Plan

DESIRED OUTCOME:
This is an informational update only.

Executive Summary:
This informational update aims to provide City Council and the Flagstaff community with a comprehensive summary of the progress made from January 2023 to June 2024 by City staff and collaborators toward the overarching goal of the 10-Year Housing Plan.

Information:
Please see the attached presentation and report.

Attachments: [18-Month Report for the 10YHP](#)
[18-Month Report for the 10YHP - Presentation](#)

18-MONTH REPORT

FOR THE 10-YEAR
HOUSING PLAN

January 2023 - June 2024



CITY OF
FLAGSTAFF

<https://www.flagstaff.az.gov/4553/10-Year-Housing-Plan>

18-Month Report for the 10-Year Housing Plan

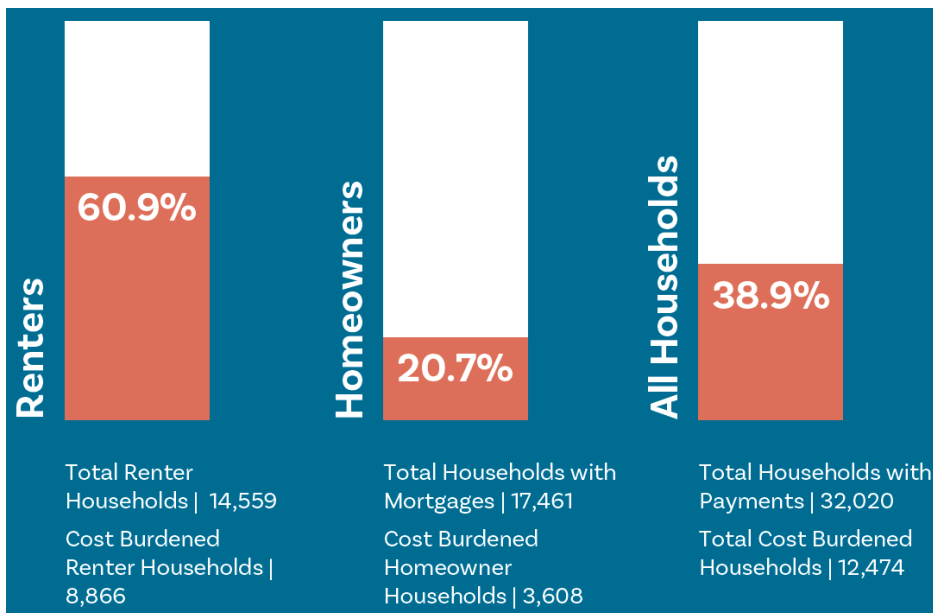
Introduction

The [10-Year Housing Plan](#), approved and adopted by the Flagstaff City Council on February 15, 2022, aims to improve housing affordability and reduce the [Housing Emergency](#). To achieve the plan's overarching goal, 13 robust policy initiatives and 58 comprehensive strategies provide a foundational framework for establishing housing programs, prioritizing staff work, and allocating necessary funding for implementation.

This is the second report published after the adoption of the Plan. The first report was the [2022 Progress Report](#), which covered the first 10 months of progress after the Plan's adoption. This unique 18-Month Report corresponds to the one-time [18-Month Implementation Plan](#), which outlines nine strategies that were carried out between January 2023 and June 2024. Subsequent reports and implementation plans will encompass the 12-month fiscal year.

Housing Market Conditions

The 10-Year Housing Plan was written to be a living document with a clear scope of work, but flexible in its approach. The 58 strategies outlined in the Plan are conceptual and will evolve based on market conditions, community housing needs, and budgetary constraints.



In 2023, according to Housing Solutions of Northern Arizona's [2023 Flagstaff Community Affordable Housing Needs Assessment](#), 38.9% (28,690 residents) of all Flagstaff households with payments, were housing cost-burdened. A household is considered housing cost-burdened when they pay more than 30% of their monthly, pre-tax income toward housing expenses.

According to the report, between 2013 and 2023, Flagstaff's Area Median Income (AMI) increased by 46.5%, while the median home sales price rose by almost 136% to \$625,000. The average family of four can only afford a home with a purchase price of \$311,917. During the same period, the Fair Market Rent for a 2-bedroom unit increased by 51.5% to \$1,863 per month, which, as per the report, is still unaffordable for a single parent with two children.

What Can Flagstaff Families Afford?	Retiree on Fixed Income	Minimum Wage Service Industry	Single Parent with 2 children	Family of 4 people	Young married couple
Number in Household	1	1	3	4	2
Estimated Household Income	\$19,110	\$34,944	\$65,450	\$90,900	\$87,360
% of Area Median Income	30%	55%	80%	100%	120%
Affordable Rent	\$478	\$874	\$1,636	\$2,273	\$2,184
Affordable Home Purchase Price ⁶	\$41,969	\$101,554	\$216,062	\$311,917	\$298,446
Downpayment & Closing Costs ⁶	\$2,684	\$6,494	\$13,817	\$19,947	\$19,086

In Flagstaff, a typical family consisting of two adults and two children was projected to spend an additional \$824 for housing of a similar type compared to Phoenix. The report concluded that Flagstaff's housing expenses surpassed the national average by 34.8%, while the overall cost of living exceeded the national average by 14.1%.

The 2023 market conditions continue to demonstrate a persistent need for housing across all income levels in Flagstaff.

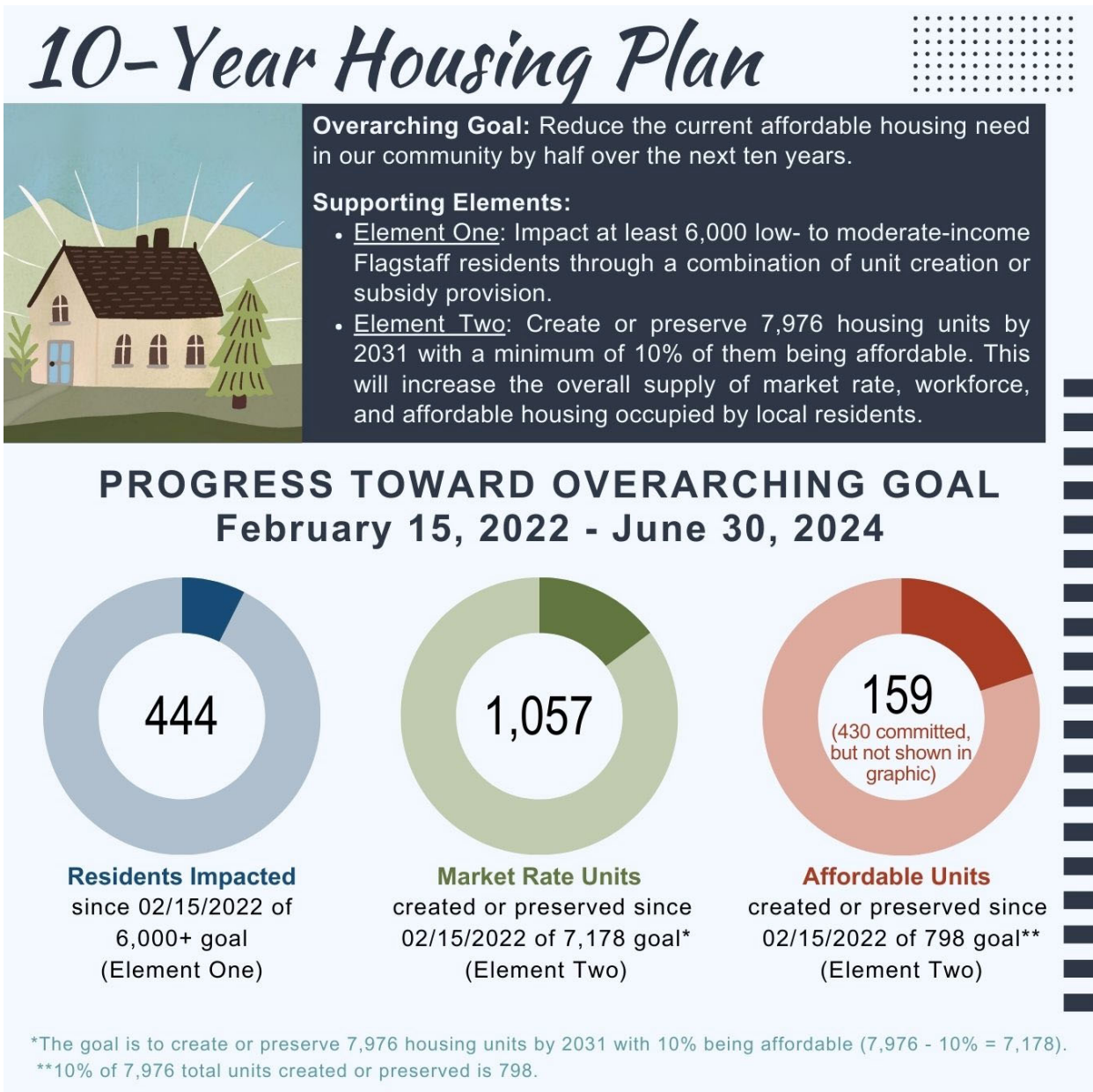
2023-2024 Highlights



Overarching Goal and Element Progress

The graphic below serves as a tool for reporting progress toward the Plan’s overarching goal and supporting elements. The Plan, annual reports, implementation plans, and the graphic can be accessed on the [10-Year Housing Plan webpage](#). The graphic is updated quarterly in January, April, July, and October to incorporate data from the preceding three months.

In prior annual documents, data was tracked from January 2023. However, because the 10-Year Housing Plan was approved and adopted on February 15, 2022, the graphic and all relevant documents were changed to begin data tracking from that date.






Key to the graphic’s data:

- **Residents Impacted** = The number of households or residents that received a subsidy during a reporting period.
- **Market Rate Units** = The number of delivered market-rate units that received a final building inspection as reported in the Building Finals Report.
- **Affordable Units** = The number of delivered affordable units that received a final building inspection as reported in the Building Finals Report.
- **Committed Affordable Units** = The number of affordable units committed by a developer in a Development Agreement or an approved site plan or plat. This number is subject to change as commitments and development agreements are amended between the first approval and final construction of units.



Strategy Progress






This section offers an update on the progress of the strategies outlined in the 10-Year Housing Plan. While percentages have been used in previous reports and implementation documents to assess progress, due to the inherent subjectivity of percentage-based metrics, the following graphic representations will be utilized in this and future reports and implementation plans:

-  = strategies that have been **completed**
-  = strategies **in progress**
-  = strategies that have **not been started**


COMPLETED STRATEGIES

The following strategies were identified in a previous implementation plan and have been completed:



Strategy	Strategy Description	Status	Status Comments
Create 3.1	Present 2022 Bond Measure to Council and Community for consideration for additional funding to be leveraged with local, state, and federal dollars.	 Completed	A Bond Measure was presented to City Council and approved by Flagstaff voters in November 2022, providing \$20,000,000 to create rental and homeownership opportunities for Flagstaff residents.
Create 4.3	Explore adding affordable housing as an allowed use in the Public Facilities (PF) Zone.	 Completed	Strategy completed through the adoption of Resolution No. 2024-05 and Ordinance No. 2024-03 by City Council on March 19, 2024 to allow residential uses (single-family, duplex, and multi-family dwellings) as a conditional use in the Public Facility (PF) Zone .

Create 5.1	Hire an independent consultant to review City codes, processes, and fees to determine whether modifications, reductions, or eliminations would facilitate cost-saving housing development strategies.	 Completed	City staff requested funding to hire a consultant through the fiscal year 2022-2023 City budget cycle. Following procurement, Cascadia Partners was hired, completing this strategy. The Land Availability and Suitability Study + Code Analysis Project (LASS+CAP) is anticipated to be completed in fiscal year 2025.
Create 5.3	Create a dedicated team within Planning and Development Services specifically for affordable housing projects.	 Completed	This strategy’s intended outcome was achieved by adding capacity to the Inter-Departmental Staff (IDS) review process with a new Housing Planner position in 2023. This position, along with the Housing Planning Manager, is dedicated to assisting new affordable residential development through the IDS process. Additionally, the entire IDS team underwent a comprehensive recharter in 2022 to enhance internal lines of communication and streamline project reviews, resulting in improved outcomes for all development applications.
Connect 1.2	Create housing navigator or advocate positions to assist both landlords and housing-challenged populations in securing and maintaining housing.	 Completed	A Housing Navigator position was created and hired. The position was requested as an ongoing budget item through the City’s regular 2024-2025 budget process and granted effective 7/1/2024.
Connect 2.3	Explore reviewing member composition of the Housing Commission and Housing Authority Board to ensure racial and economic diversity reflective of the Flagstaff community and present to Council for input.	 Completed	After considering various approaches, the City of Flagstaff’s Legal team, City Clerk’s office, and Housing staff completed the strategy with the following actions: <ul style="list-style-type: none"> • A question was added to the Boards & Commissions application about how applicants contribute to the City’s commitment to diversity. • Template language was incorporated into Staff Summaries to encourage Council to consider diversity when making appointments. • Boards & Commissions liaisons were provided with a marketing guide to improve outreach to diverse populations. • The City Clerk’s office reminds Council members to consider diversity when reviewing applications and appointing commission members.
Protect 2.1	Create and maintain an Affordable Housing Impact Statement.	 Completed	The strategy was completed through the City of Flagstaff’s compliance with A.R.S. § 9-462.01 . The statute requires City Council’s consideration of a housing impact statement with each zoning ordinance or zoning text amendment to discuss how the proposed amendment might affect

housing construction costs. Furthermore, Housing staff are tracking the number of housing units demolished to collect data on the net loss of housing stock. Since the inception of the 10-Year Housing Plan, 85 units have been demolished in Flagstaff and replaced with 204 units, moving Flagstaff closer to achieving the target of creating or preserving 7,976 housing units.

Protect 3.2	Examine and update, if needed, the City of Flagstaff’s Housing Limited English Proficiency (LEP) Plan.	 Completed	The Housing Section updated its original Language Access Plan (LAP) to incorporate data and further reduce barriers for persons with limited English proficiency. The LAP was revised on September 1, 2023, following a 30-day public comment period during which no feedback was received. The City of Flagstaff Housing Authority’s LAP is updated regularly.
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The following strategies were not identified in a past implementation plan but were implemented as opportunities arose during the reporting period:

Strategy	Strategy Description	Status	Status Comments
Create 4.1	Review and amend the Planned Residential Development (PRD) standards and process to address barriers for infill development and allow for more flexibility in development options, building types, and lot configurations.	 Completed	The strategy was completed through Zoning Code updates after Resolution No. 2023-57 and Ordinance No. 2023-28 were adopted by City Council at the December 5, 2023 Council meeting.
Protect 3.4	Support local social service networks in establishing a home share program inclusive of features like peer support and conflict resolution.	 Completed	Extensive research and analysis were conducted to identify potential homesharing programs that complement existing housing models in the Flagstaff community. This strategy was completed through the creation of a Homesharing Resources webpage on the City’s website. The webpage includes information on homesharing platforms, comparable rental resources, and a link to the City’s Fair Housing webpage.

STRATEGIES NOT YET COMPLETED

The two strategies below were identified in a past implementation plan and have not yet been completed:

Strategy	Strategy Description	Status	Status Comments
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Protect 2.4

Implement a public outreach campaign to educate the community about the critical role affordable housing plays in a thriving community, create a groundswell of support for affordable housing, and combat community opposition to housing and affordable housing.



In Progress

This strategy is underway and will remain so throughout the full implementation period of the 10-Year Housing Plan. Since 2022, Housing staff have engaged in extensive community outreach using various methods, including radio, social media, and interviews with local newspapers. Staff continues actively seeking and leveraging community outreach opportunities to advance this strategy in the coming year. Additionally, the Housing Section anticipates a rebranding following the City of Flagstaff’s logo update in spring 2025 and incorporating Housing’s updated identity in ongoing efforts to educate the community about the critical role affordable housing plays in a thriving community.

Preserve 2.2

Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.



In Progress

This strategy is largely dependent on collaboration with private development partners as opportunities arise. Prop 442 provides \$3 million in funding for this purpose. A framework for this program is planned to be completed in fiscal year 2025.

Housing Resources and Community Efforts

In future endeavors, it’s important to consider existing housing resources and community efforts. Within the reporting period, the Housing Section and community partners have continued to create, administer, and manage various programs to support residents at all income levels:

- **Community Housing Programs:**

- Affordable Homeownership Program: Offers permanently affordable homes through a 99-year renewable ground lease or a deed restriction document.
- Affordable Rental Housing: Supports Low Income Housing Tax Credit (LIHTC) development.
- American Rescue Plan Act (ARPA): Designates \$1.9 million in one-time federal funds to support COVID-19 pandemic relief by funding projects that enhance community resilience, address disparities in disproportionately affected communities, create and preserve stable and affordable housing, and prevent eviction.
- Homeless Shelter and Services Funds (HSSF): Provides \$840,000 in one-time funds from the Arizona Department of Housing (ADOH) for shelter and services for unsheltered individuals.
- Community Development Block Grant (CDBG): Administers annual entitlement funds from the Department of Housing and Urban Development (HUD) to build stronger and more resilient communities.
 - Program Year 2023 Entitlement: \$541,191.00
 - Program Year 2024 Entitlement: \$588,146.00
- Fair Housing: Provides resources and education to the community to affirmatively further fair housing and combat discrimination based on race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, or national origin.

- Homebuyer Assistance Programs: Offers city-funded financial assistance for down payment and closing costs to qualifying households.
 - Employer Assisted Housing (EAH) Program: Provides up to \$20,000 in homebuyer assistance for City of Flagstaff employees (*increased from \$10,000 in 2023*).
 - Community Homebuyer Assistance Program (CHAP): Offers up to \$40,000 in homebuyer assistance to qualifying households (*increased from \$15,000 in 2023*). The program will be expanded with funds from Prop 442 in fiscal year 2025.
- Incentive Policy for Affordable Housing (IPAH): Encourages the creation of affordable housing units through financial and zoning code incentives.
- Rental Incentive Bond Program (RIBP): Incentivizes developers to build affordable housing with bond funding. \$3.33 million of \$5 million distributed in March 2024.
- **Housing Authority Programs:**
 - Clark Homes: Provides 80 one- to four-bedroom units for low-income households.
 - Housing Choice Vouchers: Offers 523 Section 8 vouchers for low- to moderate-income households, including veterans, disabled individuals and families, victims of domestic violence and abuse, trafficking victims, youth aging out of the foster system, and individuals with serious mental illness.
 - Low Income Public Housing: Provides 265 one- to five-bedroom units for low-income households.

More information about housing resources, community efforts, and the Housing Section's 2023-2024 Year in Review can be found on the [Housing Section's webpage](#).

Legislative Efforts

The 10-Year Housing Plan outlines that substantial barriers to the availability of affordable housing across all income levels are deeply rooted in state and federal policies, which impede municipalities' efforts to make equitable changes. The Flagstaff City Council, along with organizations such as the Arizona Housing Coalition, have been steadfast in advocating for legislation to address housing unaffordability both locally and at the state and national levels.

Conclusion

Since the 10-Year Housing Plan was adopted in February 2022, 10 out of 58 strategies have been completed, with substantial progress made on several others, including those related to the Regional Plan and the LASS+CAP process. The 2024-2025 Implementation Plan outlines 15 additional strategies to be undertaken within that fiscal year. The remaining strategies will be addressed in the coming years and prioritized annually in the Implementation Plans presented to the Housing Commission and City Council each spring.

18-Month Report

for the
10-Year Housing Plan

September 24, 2024

Adriana Fisher, Housing Program Manager
Housing Section





Agenda



- 10-Year Housing Plan Overview
- 18-Month Report
- Questions/Comments





10-Year Housing Plan Overview



- Adopted February 2022
- Vision
- Foundational Framework
- Annual Documents
 - Implementation Plans
 - **Reports**



18-Month Report



- Corresponds to the 18-Month Implementation Plan
- Includes:
 - Market conditions
 - Highlights
 - Goal and element progress
 - Strategy progress
 - Resources and efforts

18-MONTH REPORT

FOR THE 10-YEAR
HOUSING PLAN

January 2023 - June 2024

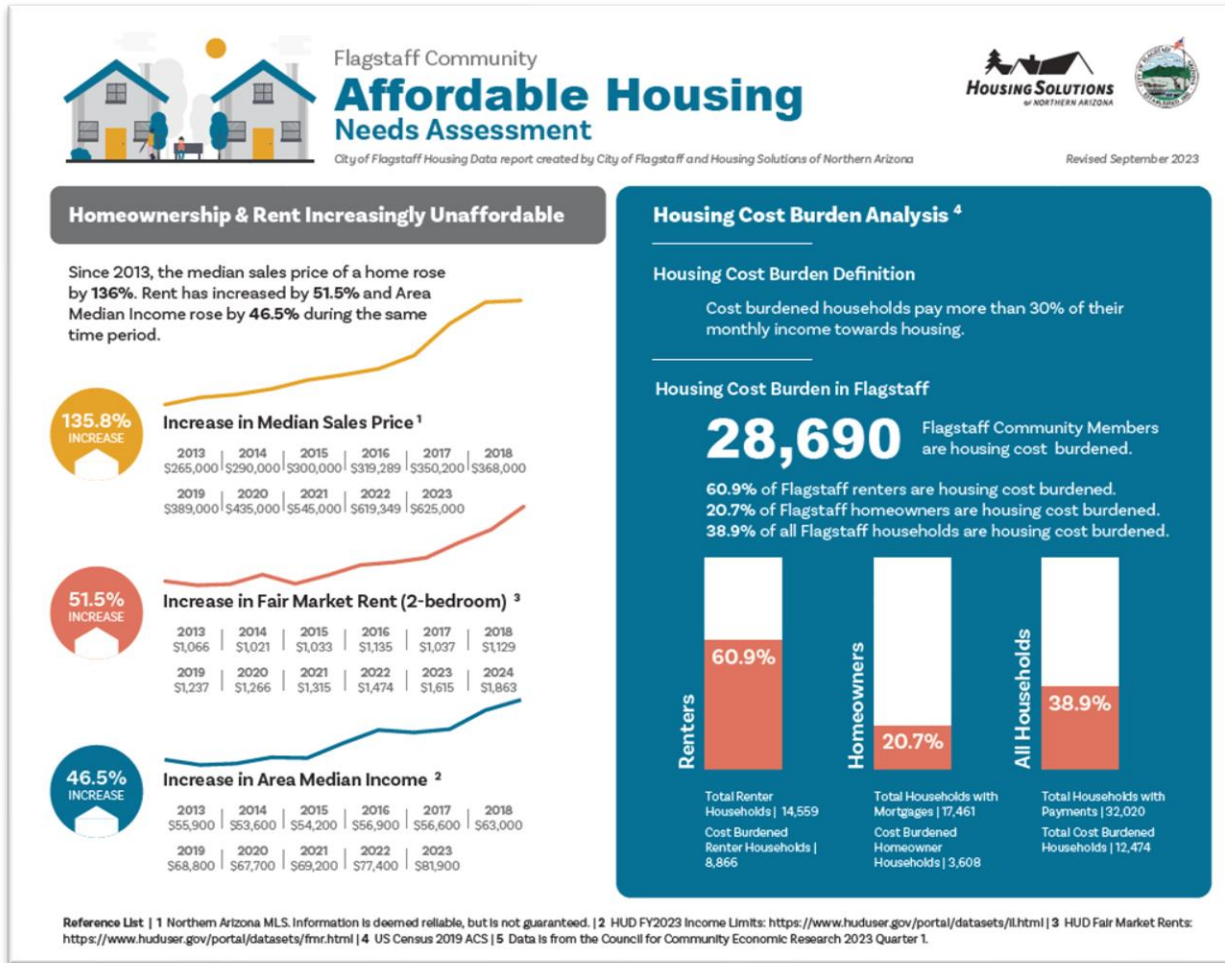


CITY OF
FLAGSTAFF

<https://www.flagstaff.az.gov/4553/10-Year-Housing-Plan>



Housing Market Conditions



- Affordable Housing Needs Assessment
- 38.9% of all households cost-burdened
- Median income, sales prices, and rent increasing
- Households of 4 spend \$824 more than Phoenix



Highlights



Jan. 2023- Jun. 2024 *Highlights*

Subsidies provided:

293

Affordable units
created or preserved:

121

Market rate units
created or preserved:

608



Overarching Goal and Element Progress



10-Year Housing Plan

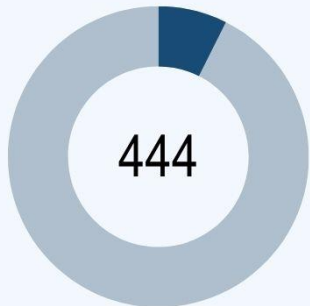


Overarching Goal: Reduce the current affordable housing need in our community by half over the next ten years.

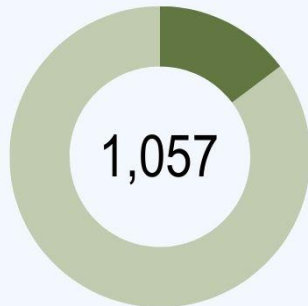
Supporting Elements:

- **Element One:** Impact at least 6,000 low- to moderate-income Flagstaff residents through a combination of unit creation or subsidy provision.
- **Element Two:** Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce, and affordable housing occupied by local residents.

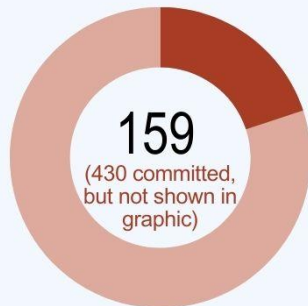
PROGRESS TOWARD OVERARCHING GOAL February 15, 2022 - June 30, 2024



Residents Impacted
since 02/15/2022 of
6,000+ goal
(Element One)



Market Rate Units
created or preserved since
02/15/2022 of 7,178 goal*
(Element Two)



Affordable Units
created or preserved since
02/15/2022 of 798 goal**
(Element Two)

*The goal is to create or preserve 7,976 housing units by 2031 with 10% being affordable (7,976 - 10% = 7,178).

**10% of 7,976 total units created or preserved is 798.

Overarching Goal Progress Graphic:



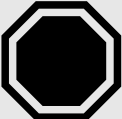
- Updated quarterly

- Webpage:

<https://www.flagstaff.az.gov/4553/10-Year-Housing-Plan>



Strategy Progress

Strategy Status	Number of Strategies
 = completed	10
 = in progress	2
 = not started	0

58 TOTAL STRATEGIES



Completed Strategies



The following completed strategies were identified in a previous implementation plan:



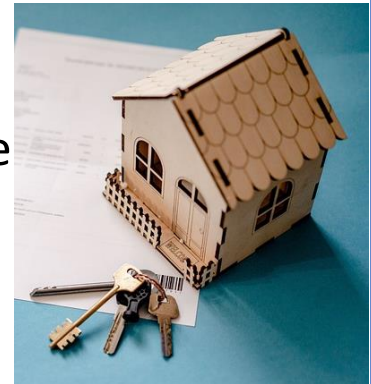
Create 3.1

Present **2022 Bond Measure** to Council and Community for consideration for additional funding to be leveraged with local, state, and federal dollars.



Create 4.3

Explore adding affordable housing as an allowed use in the **Public Facilities (PF) Zone**.



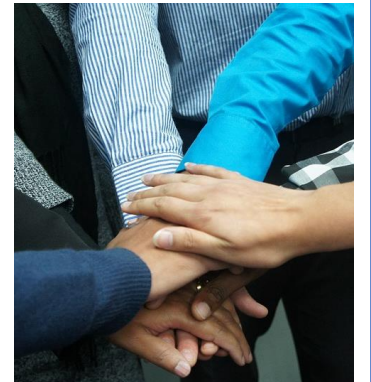
Create 5.1

Hire an **independent consultant** to review City codes, processes, and fees to determine whether modifications, reductions, or eliminations would facilitate cost-saving housing development strategies.



Create 5.3

Create a **dedicated team within Planning and Development Services** specifically for affordable housing projects.





Completed Strategies



The following strategies were identified in a previous implementation plan and have been completed:



Connect 1.2

Create **housing navigator** or advocate positions to assist both landlords and housing-challenged populations in securing and maintaining housing.



Connect 2.3

Explore reviewing member composition of the **Housing Commission and Housing Authority Board** to ensure racial and economic diversity reflective of the Flagstaff community and present to Council for input.



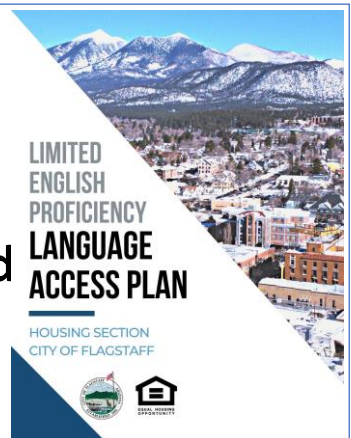
Protect 2.1

Create and maintain an **Affordable Housing Impact Statement**.



Protect 3.2

Examine and update, if needed, the City of Flagstaff's Housing **Limited English Proficiency (LEP) Plan**.





Completed Strategies

The following strategies were not identified in a past implementation plan but were implemented as opportunities arose during the reporting period:



Create 4.1

Review and amend the **Planned Residential Development (PRD) standards** and process to address barriers for infill development and allow for more flexibility in development options, building types, and lot configurations.



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Protect 3.4

Support local social service networks in establishing a **home share program** inclusive of features like peer support and conflict resolution.

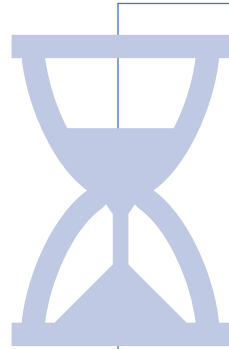




Ongoing Strategies

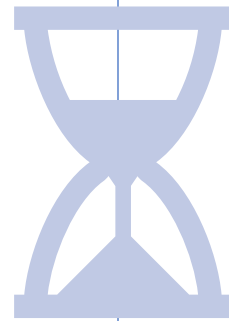


The two strategies below were identified in a past implementation plan and have not yet been completed:



Protect 2.4

Implement a **public outreach campaign** to educate the community about the critical role affordable housing plays in a thriving community, create a groundswell of support for affordable housing, and combat community opposition to housing and affordable housing.



Preserve 2.2

Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.





Housing Resources and Community Efforts



Housing Authority:

- **Clark Homes: 80 Units**
- **Housing Choice Vouchers: 523 vouchers**
- **Low Income Public Housing: 265 units**





Housing Resources and Community Efforts



Community Housing Programs:

- **Affordable Homeownership Program**
- **Affordable Rental Housing**
- **American Rescue Plan Act: \$1.9 million**
- **Homeless Shelter and Services Funds**
- **Community Development Block Grant: \$1.1+ million between PY2023 & PY2024**
- **Fair Housing**
- **Homebuyer Assistance Program**
- **Incentive Policy for Affordable Housing**
- **Rental Incentive Bond Program: \$3.33 million of \$5 million distributed in March 2024**





Legislative Efforts

“Several widely used policies can increase access to and the affordability of housing. However, many of these tools are preempted or limited by Arizona law.”

(Source: 10-Year Housing Plan)



Keep track of the Arizona Housing Coalition's state legislative priorities!

Thank you!

Questions or Comments?



Follow us!

Instagram: @cityofflagstaffhousing

Facebook: @housingflagstaff

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Senior Deputy City Manager
Co-Submitter: Marianne Sullivan, Sr Assistant City Attorney, and Greg Clifton,
City Manager
Date: 09/17/2024
Meeting Date: 09/24/2024



TITLE:
Discussion of possible revisions to the Nuisance Noise Ordinance

DESIRED OUTCOME:
Direction from City Council on possible revisions to the Nuisance Noise Ordinance.

Executive Summary:

In December 2022, City Council adopted the vehicle noise ordinance and requested a combined work group discuss nuisance noise. The combined work group of the Downtown Business Alliance, business owners, residents, and City staff met to review other ordinances and came to a consensus to not use decibels and focus on minor updates to the existing policy.

City staff will present the potential updates to the existing policy attached to this staff summary and request direction from City Council.

Information:

There will be discussion around the noise restriction days and times, prohibition of clearly audible and disturbing noise by residents and businesses, measurement of such noise, additional exemptions, potential civil penalties, hearing procedures, and the requirement to provide truthful personal identifying information.

Attachments: [Presentation](#)
[Draft Ordinance](#)

Nuisance Noise Ordinance





Background



- January 2020: “Intentional Noise Pollution” Petition Presented to Council
- June 2021: Council Requested a Draft of a Nuisance Noise Ordinance
- September 2021: Initial Draft of Ordinance Presented to Council
- January 2022: Council Requested Sound Study
- June 2022: Sound Study Completed
- June 2022: Two Coffee with a Cop Events Focusing on the Sound Study
- August 2022: Southside Neighborhood Sound Study Discussion Meeting
- October 2022: Press Release and Townhall Meeting to Solicit Community Input
- December 2022: Adopted Vehicle Noise Ordinance and requested a combined work group to discuss nuisance noise



Combined Work Group Update



- Downtown Business Alliance, business owners, residents, and City staff
- Met to review other ordinances
- Consensus to not use decibels and focus on minor updates to existing policy
- Work with businesses to mitigate the noise concerns



Comments and Concerns

Business Related

- Citizens feel reluctant to make public comments in support of a Nuisance Noise Ordinance out of fear of retaliation from supporters of local bars
- ‘Who is more important: My business that serves 200 people, or a couple complaining residents?’
- Make an acknowledgement of the Nuisance Noise Ordinance a condition of approval for new liquor licenses; the City is approving too many liquor licenses
- Questions about what zoning applied to certain areas
- Ordinance should cover the ability for an individual to be outside using their property with a disturbance



Draft Ordinance



- Updates entire section of FFC 6-08-01-01 to be the Nuisance Noise section and renumbers following sections.
- Section A adds some definitions (in Blue).
- Section B modifies the current ordinance proposing new days and times for noise restrictions Sunday through Thursday 10:00PM to 6:00am Friday and Saturday 12:00am to 7:00am.
- Adds language prohibiting noise that is clearly audible and that disturbs those within a residence or business.



Draft Ordinance Continued

- Measurement criteria for purposes of enforcement is proposed to be from the property of the individual who is reporting they are disturbed.
- Added to Section C list of exemptions.
- Proposed draft makes a violation a civil penalty and can chose differing amounts for the penalties:
 - Option A is same penalties as the party nuisance ordinance
 - Option B is a lower set of fines
 - Fines increase for numerous violations



Draft Ordinance Continued

- Hearing procedures are built in for those who are cited to contest the violation. Same as those for the party nuisance and vehicle noise sections.
- Draft then strikes out all the previous language in the subsequent two sections and renumbers the remaining sections.
- Added section at the end 6-08-001-0005 that requires a person who is detained for a violation of this section must provide their truthful name, date of birth and address so that they can be cited for the violation.



Nuisance Noise Ordinance Direction



1. Are the hours and days of the week for regulation satisfactory or an unlimited timeframe?
2. Option A or B for civil penalties?
3. Is there interest in adding a fourth violation related to criminal charges or business license for repeat violations?
4. Would you prefer the same civil penalty for businesses and individuals?
5. Approve the addition of failure to provide truthful name, date of birth, and address?

Council Discussion



6-08-01-01 ~~DEFINITIONS~~-NUSIANCE NOISE

A. The following words and phrases, when used in this chapter, shall have the following meanings:

1. BUSINESS: A commercial or industrial enterprise licensed by the City of Flagstaff.
2. EMERGENCY WORK: means any work performed to prevent or alleviate physical trauma or property damage threatened or caused by an emergency that has resulted or may result in a disruption of service and which is necessary to restore property to a safe condition following a public calamity or work required to protect the health, safety or welfare of persons or property or work by private or public utilities when restoring utility service.
3. CLEARLY AUDIBLE: Can be plainly heard by any ~~occupant of a residence.~~ person while on their residential or business property.
4. COMMUNITY GROUP: is a group of people who work together for a common purpose or interest and may provide support for each other. For purposes of this section a community group does not include a business.
5. CONSTRUCTION EQUIPMENT: Any device or mechanical instrument operated by fuel, electric, or pneumatic power employed in the excavation, alteration, repair, demolition or construction of any building, structure, land parcel, public right of way, waterway or appurtenance thereto.
6. NOISE: Any sound, whether naturally or artificially produced.
7. PERSON: Any individual, firm, partnership, joint venture, business, association, corporation, municipal corporation, estate, trust or any other group or combination acting as a unit, and the plural as well as the singular number.
8. PRINCIPAL: the owner, manager, supervisor or other person in charge of running the business.
9. PUBLIC PREMISES: All real property, including appurtenances thereon, which is owned or control by any governmental entity, including all public right of ways, parks and waterways.
10. PUBLIC SAFETY WORK: Work immediately necessary to restore property to safe condition, or work required to protect persons or property from potential danger or damage, including snowplowing or work by a public or private utility when restoring utility service.
11. RESIDENCE: A building, or portion thereof, used for living quarters. Residence includes use for temporary living quarters, including but not limited to hotels and motels.
12. RESIDENTIAL UNIT: A single-family residence, or that portion of a multi-family residence, designed to provide living quarters for a single family.
- ~~13. SOUND AMPLIFICATION SYSTEM: Any device, instrument or system, whether electrical or mechanical or otherwise for amplifying sound or for producing or reproducing sound, including but~~

~~not limited to any radio, stereo, musical instrument, compact disc, or sound or musical recorder or player.~~

B. The following noise restrictions are hereby established for any area within the City:

OPTIONS FOR CITY COUNCIL TO USE THE SUGGESTED TIMES BELOW OR ANY OTHER AGREED UPON TIME FRAMES AND DAYS OF THE WEEK FOR THIS SECTION.

1. The noise regulations of this Chapter shall apply on Sunday through Thursday between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. and on Friday and Saturday between the hours of twelve o'clock (12:00) A.M. and seven o'clock (7:00) A.M.
2. During the hours given in subsection (1), it shall be unlawful for any person, business, or principal(s) of a business, to make or permit to be made any noise which is clearly audible and disturbs those within a residential unit, or another business other than from the place the noise may have originated.
3. Measurement Criteria: For the purposes of enforcement of the provisions of this section, whether the noise is clearly audible shall be determined from the property of the individual who is reporting they are disturbed by the noise.

C. The following activities are exempted from the prohibitions stated in Section (B)

1. Noise created by public safety work.
2. Sound made to alert persons to the existence of an emergency danger or attempted crime including noises of safety signals, warning and alarm devices or shouts, emergency generators, storm warning sirens, emergency pressure relief valves and the authorized testing of such equipment.
3. Noise associated with the normal traffic of aircraft or the railroads.
4. Road and street noise generated from the normal operation of traffic except if in violation of 6-08-001-0002 VEHICLE NOISE, or any emergency or safety warning devices, such as, but not limited to, vehicle horns or backup beepers;
5. Noise created by construction equipment operated upon public premises by or on behalf of any governmental entity when the welfare or convenience of the public requires the operation of such equipment at night.
6. Air-conditioning equipment when it is functioning in accord with manufacturer's specifications and is in proper operating condition.
7. Special events for which a permit has been obtained from the city, so long as said event is conducted in compliance with the terms and conditions of the permit.

8. Nonamplified noises resulting from the activities such as those planned by the school, governmental or community groups or duly authorized by those groups.
9. Noises resulting from an authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
10. Noises resulting from emergency work as defined in Section A.
11. Noises of church chimes or bells or chimes on public buildings.
12. Sound from any mobile garbage collection vehicle or snow removal equipment.
13. The operation of power tools and lawn maintenance equipment between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, or between the hours of 9:00 a.m. and 8:00 p.m. on weekends or federal and state holidays. All engine-driven equipment used in these activities shall be operated with a muffler or noise-reducing equipment in accordance with the manufacturer's specifications. The operation of power tools and lawn maintenance equipment, excluding emergency work at all other times shall be subject to the restrictions in Section B.
14. Public or utility-owned or operated stationary mechanical equipment so long as such equipment is properly functioning pursuant to manufacturer's specifications.

D. Civil Penalties: The civil fees for a responsible person(s) are as follows:

OPTIONS FOR COUNCIL TO DETERMINE THE FINES FOR THIS VIOLATION COUNCIL CAN CHOOSE ANY AMOUNT INCLUSIVE OF ANY COURT FEES.

OPTION A (same penalties as the Nuisance Party Ordinance)

1. For a first nuisance noise violation the fee is two hundred fifty dollars (\$250.00), inclusive of any State or City fines, fees, assessments or surcharges.
2. For a second nuisance noise violation within one hundred twenty (120) days of the first nuisance noise violation the fee is five hundred dollars (\$500.00), inclusive of any State or City fines, fees, assessments or surcharges.
3. For a third or subsequent nuisance noise violation within one hundred twenty (120) days of the second nuisance noise violation the fee is one thousand dollars (\$1,000.00), inclusive of any State or City fines, fees, assessments or surcharges.
4. For a fourth or subsequent nuisance noise violation within 120 Days of the third violation the violator shall be charged criminally for a violation of A.R.S. Section 13-2904(A)2) Disorderly conduct, a class one misdemeanor violation.

OPTION B (LOWER FEES)

1. For a first nuisance noise violation the fee is one hundred fifty dollars (\$150.00), inclusive of any State or City fines, fees, assessments or surcharges.
2. For a second nuisance noise violation within one hundred twenty (120) days of the first nuisance noise violation the fee is two hundred dollars (\$200.00), inclusive of any State or City fines, fees, assessments or surcharges.
3. For a third or subsequent nuisance noise violation within one hundred twenty (120) days of the second nuisance noise violation the fee is two hundred and fifty dollars (\$250.00), inclusive of any State or City fines, fees, assessments or surcharges.

OPTION C DIFFERENT PENALTIES FOR BUSINESSES VS INDIVIDUALS OR POTENTIAL IMPACTS TO A BUSINESS LICENSE FOR REPEATED VIOLATIONS.

4. If a business against whom nuisance noise violations have been issued is sold to a new person or entity, that new person or entity shall not be held responsible for violations that occurred prior to their ownership for purposes of fine schedules for second or subsequent violations.

E. Each day that a violation of this chapter is permitted to continue or occur by the person or business causing or permitting the noise shall constitute a separate offense subject to separate citations pursuant to the provisions of this chapter.

F. Other Remedies. Nothing in this section shall be construed as affecting the ability of the State to initiate or continue concurrent or subsequent criminal prosecution of any responsible persons or owner for any violations of the provisions of the City Code or State law arising out of the circumstances necessitating the application of this section.

G. Hearing Procedures.

1. A person liable for the civil fee under this section may, within ten (10) days of receipt of notice of the violation, request a hearing with a Hearing Officer designated by the Presiding Magistrate of the Flagstaff Municipal Court.
2. The Hearing Officer shall set a time and place for the hearing as soon as practicable.
3. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to impose the civil fee. The rules of evidence shall not apply;

provided, that the decision of the Hearing Officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to present evidence. The City shall have the burden of establishing by a preponderance of the evidence that a violation has occurred.

4. The decision of the Hearing Officer is final. A failure of the person notified of the violation to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity of the notice or violation.

~~6-08-001-0002 NUISANCE NOISE~~

~~The following noise restrictions are hereby established for any area within the City:~~

~~A.—The noise regulations of this Chapter shall apply on Monday through Friday between the hours of twelve o'clock (12:00) A.M. and six o'clock (6:00) A.M. and on Saturday and Sunday between the hours on one o'clock (1:00) A.M. and seven o'clock (7:00) A.M.~~

~~B.—During the hours given in subsection (A), it shall be unlawful for any person, while outdoors or within a residential unit, to make or permit to be made any noise which is clearly audible within a residential unit other than that from which the noise may have originated.~~

~~C.—The standards which shall be considered in determining whether a violation of this Section exists shall include the following:~~

- ~~1.—The volume of the noise;~~
- ~~2.—Whether the nature of the noise is usual or unusual;~~
- ~~3.—Volume of background noise, if any;~~
- ~~4.—The duration of the noise.~~

~~6-08-001-0003 GENERAL EXCEPTIONS~~

~~The following activities are exempted from the prohibitions stated in Section 6-8-2:~~

~~A.—Noise created by public safety work.~~

~~B.—Sound made to alert persons to the existence of an emergency, danger or attempted crime.~~

~~C.—Noise associated with the normal traffic of motor vehicles, aircraft or the railroads.~~

~~D.—Bells or chimes on public buildings.~~

~~E.—Noise created by construction equipment operated upon public premises by or on behalf of any governmental entity when the welfare or convenience of the public requires the operation of such equipment at night.~~

6-08-001-0002 ~~6-08-001-0004~~ VEHICLE NOISE

A. DEFINITIONS. The following words and phrases, when used in this section, shall have the following meanings:

A-WEIGHTING: The sound level of noise as measured with a meter using the A-weighting network. This unit is dB(A).

C-WEIGHTING: The sound level of noise as measured with a meter using the C-weighting network. This unit is dB(C).

CLEARLY AUDIBLE: Can be plainly heard by a person with normal hearing.

DECIBEL (dB): The value is equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the measured sound pressure to the reference pressure. Where the reference pressure is two (2) times 10^{-5} newton/meter².

FREQUENCY: The frequency of a sound is the number of pressure cycles occurring in a unit of time. The unit of frequency is hertz (hZ), i.e., cycles per second.

IMPULSE NOISE: Means a noise of short duration, usually less than one (1) second, with an abrupt onset and rapid decay.

LMAX: (Maximum Level) Means the loudest sound level over a sample period. Lmax is expressed in dB(A) or dB(C). Lmax is fast-weighted for impulse noises and slow-weighted for continuous noise.

MOTOR VEHICLES: Means any self-propelled vehicle operated within the City, including but not limited to licensed or unlicensed vehicles, minibikes, go-carts and motorcycles.

NOISE: Any sound, whether naturally or artificially produced.

PERIOD: Of a periodic quantity shall mean the smallest increment of time for which the function repeats itself.

PERSON: Any individual, firm, partnership, joint venture, association, corporation, municipal corporation, estate, trust or any other group or combination acting as a unit, and the plural as well as the singular number.

PUBLIC SAFETY WORK: Work immediately necessary to restore property to safe condition, or work required to protect persons or property from potential danger or damage, including snowplowing or work by a public or private utility when restoring utility service.

PURE TONE NOISE: Means any noise that is distinctly audible as a single pitch (frequency) or set of pitches as determined by the enforcement officer.

SOUND AMPLIFICATION SYSTEM: Any device, instrument or system, whether electrical or mechanical or otherwise, for amplifying sound or for producing or reproducing sound, including but not limited to any radio, stereo, musical instrument, compact disc, or sound or musical recorder or player.

SOUND LEVEL OR NOISE LEVEL: Is the sound intensity measured with a sound level meter set to A-weighting with the unit of measurement dB(A), or C-weighting with the unit of measurement dB(C).

SOUND LEVEL METER: Means an instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of sound levels which satisfies the pertinent requirements in American Standard Specifications for sound level meters S1.4-1971 or the most recent revision thereof for Type I or Type II equipment.

B. **Vehicle Noise Limits.** The following noise restrictions are hereby established for any area within the City for vehicle noise:

No person shall operate either a motor vehicle or combination of vehicles at any time or under any condition of grade, load, acceleration or deceleration in such a manner as to exceed the following noise limit of the category of motor vehicle measured from outside of the traffic lane or at a greater distance:

Location of Vehicle	Legal Speed Limit of 35 mph or Less	Legal Speed Limit of More Than 35 mph
Any motor vehicle with a manufacturer's gross vehicle weight rating of 26,000 pounds or more, any combination of vehicles towed by such motor vehicle, and any motorcycle other than an electric bicycle	88 dB(A)	92 dB(A)
Any other motor vehicle and any combination of vehicles towed by such motor vehicles	82 dB(A)	86 dB(A)

C. **Measurement Criteria.** For the purpose of enforcement of the provisions of this section, noise level shall be measured on the A-weighted scale with a Type I or Type II sound level meter. The meter shall be set for slow response speed, except for impulse noises or rapidly varying sound levels, fast response speed may be used. Prior to measurement, the meter shall be calibrated, and adjusted according to the manufacturer's specifications.

D. **Civil Penalties.** The civil fees for a responsible person(s) are as follows:

1. For a first vehicle noise violation a warning shall be issued.
2. For a second vehicle noise violation within one hundred twenty (120) days of the first vehicle noise violation the fee is one hundred fifty dollars (\$150.00), inclusive of any State or City fines, fees, assessments, or surcharges.
3. For a third or subsequent vehicle noise violation within one hundred twenty (120) days of the second nuisance noise violation the fee is two hundred fifty dollars (\$250.00), inclusive of any State or City fines, fees, assessments, or surcharges.
4. Each day that a violation of this section is permitted to continue or occur by the defendant shall constitute a separate offense subject to separate citation pursuant to the provisions of this section.

F. **Other Remedies.** Nothing in this section shall be construed as affecting the ability of the State to initiate or continue concurrent or subsequent criminal prosecution of any person for any violations of the provisions of the City Code or State law arising out of the circumstances necessitating the application of this section.

G. Hearing Procedures.

1. A person liable for the civil fee under this section may, within ten (10) days of receipt of notice of the violation, request a hearing with a hearing officer designated by the presiding magistrate of the Flagstaff Municipal Court.
2. The hearing officer shall set a time and place for the hearing as soon as practicable.
3. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to impose the civil fee. The rules of evidence shall not apply; provided, that the decision of the hearing officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to present evidence. The City shall have the burden of establishing by a preponderance of the evidence that a violation has occurred.
4. The decision of the hearing officer is final. A failure of the person notified of the violation to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity of the notice or violation. (Ord. 1511, 08/04/1987; Ord. 2014, Amended, 12/21/1999; Ord. 2022-34, Amended, 12/13/2022 (Res. 2022-60))

6-08-001-00036-08-001-0005 NUISANCE PARTIES

- A. Findings. The City Council of Flagstaff finds and determines that unruly parties held on private property may constitute a nuisance which is a threat to the peace, health, safety and welfare of the general public. Police officers have been required to make repeated responses to unruly parties to abate the nuisance and to disperse uncooperative or unruly participants to restore the public peace and welfare. Such repeat calls deplete the manpower and resources of the Police Department and can leave other areas of the City with compromised levels of police protection so as to create a significant threat to the safety of both citizens and police officers alike.
- B. Purpose. The purpose of this section is to deter criminal behavior associated with and related to nuisance parties which have been determined to be a threat to the peace, health, safety or welfare of the general public.
- C. Definitions. For the purposes of this section, the following definitions apply, unless the context in which they are used clearly requires otherwise:
1. "Owner" means the owner of any property, as well as any agent of an owner who acts on behalf of the owner to control or otherwise regulate the occupancy or use of the property.

2. "Premises" means the property that is the site of a nuisance party. For residential properties, "premises" means the dwelling unit or units where the nuisance party occurs.

3. "Nuisance party" means a gathering of five (5) or more persons on any private property, including property used to conduct business, in a manner which causes a disturbance of the quiet enjoyment of private or public property by any person or persons. Such disturbances may include, but are not limited to, excessive noise or traffic, obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and littering.

4. "Responsible person" means any person in attendance who engaged in a nuisance party, including any owner who is in attendance, occupant, tenant, guest or any sponsor, host or organizer of the nuisance party. "Responsible person" does not include owners or persons in charge of premises where a nuisance party takes place if the persons in attendance obtained use of the premises through illegal entry or trespassing.

5. "Minor" means any person under the age of twenty-one (21) years.

6. "Officer" and/or "police officer" means a duly sworn peace officer in the State of Arizona.

D. Nuisance Party. A nuisance party is unlawful and constitutes a civil infraction.

1. When a police officer responds to the first nuisance party and while at the scene determines that there is a threat to the public peace, health, safety or general welfare, the officer shall issue a written notice of violation to any responsible person(s). The responsible person(s) will be assessed a civil fee as set forth in subsection (E) of this section.

a. On a first response to a nuisance party, the responsible person(s) shall be assessed a fee commensurate with a second nuisance party, as set forth in subsection (E) of this section, for a first nuisance party if any of the following crimes are being committed at the first nuisance party:

- (1) Minor in possession of alcohol;
- (2) Minor in consumption of alcohol;
- (3) Possession or use of illegal drugs;

(4) Weapons misconduct, in violation of A.R.S. Section [13-3102](#); or

(5) Any felony offense.

2. If, after a written notice of a violation is issued, police respond for a second time to the same premises for a nuisance party within one hundred twenty (120) days of the first response, such response shall be deemed a second nuisance party and any responsible person(s) as well as the owner of the premises will be issued a written notice of a second violation and assessed a civil fee as set forth in subsection (E) of this section. Notice to any responsible person(s) and the owner shall be provided in the same manner as set forth in subsection (D)(4) of this section.

a. On any response to a second nuisance party, the responsible person(s) shall be assessed a fee commensurate with a third response fee, as set forth in subsection (E) of this section, for a second nuisance party if any of the following crimes are being committed at the nuisance party:

(1) Minor in possession of alcohol;

(2) Minor in consumption of alcohol;

(3) Possession or use of illegal drugs;

(4) Weapons misconduct in violation of A.R.S. Section [13-3102](#); or

(5) Any felony offense.

3. If, after a written notice of a second violation is issued, police respond to the same premises for a third or subsequent nuisance party within one hundred twenty (120) days of the second nuisance party response, such response shall be deemed a third or subsequent nuisance party and any responsible person(s) as well as the owner of the premises will be issued a written notice of a third or subsequent violation and assessed a civil fee as set forth in subsection (E) of this section. Notice to any responsible person(s) and the owner shall be provided in the same manner as set forth in subsection (D)(4) of this section.

a. On any response to a third or subsequent nuisance party, the responsible person(s) shall be assessed a fee commensurate with two (2) times the fee for a third or subsequent nuisance party, as set forth in subsection (E) of this section, if any of the following crimes are being committed at the party:

- (1) Minor in possession of alcohol;
- (2) Minor in consumption of alcohol;
- (3) Possession or use of illegal drugs;
- (4) Weapons misconduct in violation of A.R.S. Section [13-3102](#); or
- (5) Any felony offense.

4. The police officer or other police employee shall provide notice of the violation to the responsible person(s) and the landlord or owner in any of the following manners:

- a. Personal service to any responsible person(s) at the nuisance party.
- b. As to the resident(s) of the premises, posting of the notice on the door of the premises of the nuisance party.
- c. Mailing a copy of the notice of the nuisance party or notice of violation via certified mail to the property owner at the address shown on the Coconino County Property Tax Assessor's records. The return receipt will serve as evidence of service. A courtesy copy of the notice shall be sent to any property manager if known to the Flagstaff Police Department.
- d. Upon request by law enforcement the owner must provide the names of any and all occupants listed on the leasing documents of the premises of a nuisance party.

E. Civil Penalties.

1. The civil fees for a responsible person(s) are as follows:
 - a. For a first nuisance party violation the fee is two hundred fifty dollars (\$250.00), inclusive of any State or City fines, fees, assessments or surcharges.
 - b. For a second nuisance party violation within one hundred twenty (120) days of the first nuisance party the fee is five hundred dollars (\$500.00), inclusive of any State or City fines, fees, assessments or surcharges.

c. For a third or subsequent nuisance party within one hundred twenty (120) days of the second nuisance party the fee is one thousand dollars (\$1,000.00), inclusive of any State or City fines, fees, assessments or surcharges.

2. The civil fees for the owner of a property are as follows:

a. If the owner was at the premises when the nuisance party occurred and failed to take reasonable action to prevent the nuisance party the civil fees are as follows:

(1) Two hundred fifty dollars (\$250.00) for the first nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

(2) Five hundred dollars (\$500.00) for the second nuisance party within one hundred twenty (120) days of the first nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

(3) One thousand dollars (\$1,000.00) for the third or subsequent nuisance party within one hundred twenty (120) days of a second nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

b. If notice of the first nuisance party was provided to the owner via certified mail as provided in subsection (D)(4)(c) of this section, a civil fee can be imposed on the owner if a subsequent nuisance party occurs on the premises thirty (30) days after the receipt of the notice of the first nuisance party. The fees are as follows:

(1) Two hundred fifty dollars (\$250.00) for the next nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

(2) Five hundred dollars (\$500.00) for a second nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

(3) One thousand dollars (\$1,000.00) for a third or subsequent nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

c. Within ten (10) business days of receipt of notification of violation, the owner may petition the Chief of Police, or the Chief's designee, for a waiver of the civil fee for the first nuisance party that occurs thirty (30) days after notification of the nuisance party was received, under the following circumstances:

(1) The owner has taken steps reasonably necessary to prevent a subsequent nuisance party or to exclude the uninvited persons from the premises, or the owner is actively attempting to evict the responsible persons from the premises.

(2) The owner agrees to actively participate in the Flagstaff Police Department's Crime Free Multi-Housing Program by participating in the training provided by the Flagstaff Police Department, requiring tenants to sign a crime free lease addendum, and by receiving reports regarding criminal activity on the premises and taking action based upon those reports.

(3) The owner of a property with over one hundred (100) individually rented units obtains and maintains private security services for the entire property.

d. If an owner evicts tenants from a premises where a nuisance party occurred and new tenants at the same premises are given notice of a nuisance party violation the owner must be renotified pursuant to subsection (D)(4)(c) of this section.

3. Nothing in this section shall be construed to impose liability on the owner, occupant, or tenant of the premises or sponsor of the nuisance party for the conduct of persons who are in attendance without the express or implied consent of the owner, occupant, tenant, or sponsor, as long as the owner, occupant, tenant, or sponsor has taken steps to prevent a subsequent nuisance party or to exclude the uninvited persons from the premises. Where an invited person engages in unlawful conduct which the owner, occupant, tenant or sponsor could not reasonably foresee and could not reasonably control without the intervention of the police, the unlawful conduct of the person shall not be attributable to the owner, occupant, tenant or sponsor for the purpose of determining liability under this section.

F. Other Remedies. Nothing in this section shall be construed as affecting the ability of the State to initiate or continue concurrent or subsequent criminal prosecution of any responsible persons or owner for any violations of the provisions of the City code or State law arising out of the circumstances necessitating the application of this section.

G. Hearing Procedures.

1. A person liable for the civil fee under this section may, within ten (10) days of receipt of notice of the violation, request a hearing with a Hearing Officer designated by the Presiding Magistrate of the Flagstaff Municipal Court.
2. The Hearing Officer shall set a time and place for the hearing as soon as practicable.
3. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to impose the civil fee. The rules of evidence shall not apply; provided, that the decision of the Hearing Officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to present evidence. The Police Department shall have the burden of establishing by a preponderance of the evidence that a violation has occurred.
4. The decision of the Hearing Officer is final. A failure of the person notified of the violation as set forth in subsection (D)(4) of this section to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity of the notice or violation. (Ord. 1934, Enacted, 02/18/1997; Ord. 2009-32, Amended, 10/06/2009; Ord. 2015-08, Amended, 05/19/2015)

~~6-08-001-00046-08-001-0006~~ SOUND AMPLIFICATION SYSTEMS IN VEHICLES

A. LIMITATIONS ON USE

1. Except as authorized by law, no person shall operate or permit the operation of any sound amplification system in or on a vehicle in such a manner or with such volume as to annoy or disturb the quiet, comfort or repose of any person or neighborhood in the vicinity.
2. Except as authorized by law, no person shall operate or permit the operation of any sound amplification system in or on a vehicle which can be heard at a distance of fifty (50) feet or more and which annoys or disturbs a reasonable person of normal sensitivities, or which causes a person to be aware of vibration accompanying the sound at a distance of fifty (50) feet or more.
3. For purposes of this section Sound amplification system means any device, instrument or system, whether electrical or mechanical or otherwise for amplifying sound or for producing or reproducing sound, including but not limited to any radio, stereo, musical instrument, compact disc, or sound or musical recorder or player.

B. EXEMPTIONS

1. Amplification systems being operated to request assistance of an emergency nature or to warn of a hazardous situation;
2. Authorized emergency vehicles;
3. Vehicles operated by utility companies;
4. Vehicles used in parades, concerts, festivals, fairs or similar activities subject to any sound limits in any permit or other approval by the city; or
5. Amplification systems in vehicles which are operated on private property with the permission of the owner and which are not audible beyond the property line.

6-08-001-0005 FAILURE TO PROVIDE TRUTHFUL NAME, DATE OF BIRTH AND CURRENT ADDRESS WHEN LAWFULLY DETAINED.

A. It is unlawful for a person, after being advised that the person's refusal to answer is unlawful, to fail or refuse to state the person's true full name, date of birth and current address on request of a peace officer who has lawfully detained the person based on reasonable suspicion that the person has committed a violation of this chapter. A person detained under this section shall state the person's true full name, date of birth and current address, but shall not be compelled to answer any other inquiry of a peace officer.

B. A person who violates this section is guilty of a Class 2 misdemeanor.