CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
APRIL 15, 2025

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 regular meeting, 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 SWEET	COUNCILMEMBER HOUSE
COUNCILMEMBER ASLAN	COUNCILMEMBER MATTHEWS
COUNCILMEMBER GARCIA	COUNCILMEMBER SPENCE

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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes:** City Council Work Session September 22, 2020, City Council Regular Meeting October 6, 2020, City Council Work Session November 10, 2020, City Council Work Session December 8, 2020, City Council Work Session May 11, 2021, City Council Work Session December 14, 2021, City Council Work Session February 8, 2022, City Council Work Session February 22, 2022, City Council Work Session March 8, 2022, City Council Work Session April 26, 2022, City Council Work Session May 10, 2022, City Council Work Session August 29, 2022, City Council Work Session September 13, 2022, City Council Work Session September 27, 2022, Joint City Council/Coconino County Work Session October 17, 2022, City Council Work Session April 11, 2023, City Council Work Session October 10, 2023, Joint City Council/Coconino County Work Session October 16, 2023, City Council Special Meeting (Executive Session) January 7, 2025, City Council Special Meeting (Executive Session) January 14, 2025, City Council Special Meeting (Executive Session) January 21, 2025, City Council Special Meeting (Executive Session) January 28, 2025, City Council Special Meeting (Executive Session) February 4, 2025, City Council Special Meeting (Executive Session) February 11, 2025,City Council Special Meeting (Executive Session) February 18, 2025 City Council Regular Meeting February 18, 2025, City Council Special Meeting (Executive Session) March 4, 2025, City Council Special Meeting (Executive Session) March 11, 2025, City Council Special Meeting (Executive Session) March 18, 2025, City Council Regular Meeting March 18, 2025, City Council Work Session March 25, 2025, Capital Improvements Retreat March 27, 2025, City Council Regular Meeting April 1, 2025.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Work Session September 22, 2020, City Council Regular Meeting October 6, 2020, City Council Work Session November 10, 2020, City Council Work Session December 8, 2020, City Council Work Session May 11, 2021, City Council Work Session December 14, 2021, City Council Work Session February 8, 2022, City Council Work Session February 22, 2022, City Council Work Session March 8, 2022, City Council Work Session April 26, 2022, City Council Work Session May 10, 2022, City Council Work Session August 29, 2022, City Council Work Session September 13, 2022, City Council Work Session September 27, 2022, Joint City Council/Coconino County Work Session October 17, 2022, City Council Work Session April 11, 2023, City Council Work Session October 10, 2023, Joint City Council/Coconino County Work Session October 16, 2023, City Council Special Meeting (Executive Session) January 7, 2025, City Council Special Meeting (Executive Session) January 14, 2025, City Council Special Meeting (Executive Session) January 21, 2025, City Council Special Meeting (Executive Session) January 28, 2025, City Council Special Meeting (Executive Session) February 4, 2025, City Council Special Meeting (Executive Session) February 11, 2025,City Council Special Meeting (Executive Session) February 18, 2025 City Council Regular Meeting February 18, 2025, City Council Special Meeting (Executive Session) March 4, 2025, City Council Special Meeting (Executive Session) March 11, 2025, City Council Special Meeting (Executive Session) March 18, 2025, City Council Regular Meeting March 18, 2025, City Council Work Session March 25, 2025, Capital Improvements Retreat March 27, 2025, City Council Regular Meeting April 1, 2025.

5. 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.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition**: Flagstaff High School State Champion Girls Basketball Team

B. **Proclamation**: Sexual Assault Awareness

7. COUNCIL LIAISON REPORTS

8. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

A. **Consideration and Approval of Contract:** Annual Street Maintenance and Overlay 2025 GMP 1 to C and E Paving & Grading, LLC in the amount of $1,712,433.82.

STAFF RECOMMENDED ACTION:

1. Approve the Annual Street Maintenance 2025 GMP 1 and execute a CMAR Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $1,712,433.82; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Services Contract Renewal**: Contract Renewal with Foxglove Gardening for the Flowers Program

STAFF RECOMMENDED ACTION:

1. Approve the Contract Renewal, May 2025 - April 2026 with Foxglove Gardening, an Arizona Corporation, in the amount not to exceed $131,083.35 for labor and supplies to beautify with flowers the designated planters, hanging baskets and wine barrels in the Downtown, Southside, and 4th Street Gateway to Sunnyside.
2. Authorize the City Manager to execute all necessary documents.

C. **Consideration and Ratification of Settlement:** settlement of *Laura and Mark Walsh v. City of Flagstaff*, *et al.* lawsuit.

STAFF RECOMMENDED ACTION:

1. Ratify approval of the settlement of the *Walsh v. City of Flagstaff, et al.* lawsuit pursuant to the terms discussed in executive session.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2025-17 and Ordinance No. 2025-05:** Amending the Flagstaff City Code, Chapter 1-14, Personnel System amending the Employee Handbook of Regulations, providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing effective dates.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2025-17
2. Read Ordinance No. 2025-05 by title only for the final time
3. City Clerk reads Ordinance No. 2025-05 by title only (if approved above)
4. Adopt Ordinance No. 2025-05

10. REGULAR AGENDA

A. **Consideration and Approval of Grant Agreement:** City of Flagstaff and Federal Rail Administration INFRA Grant Agreement for the Downtown Mile Safety and Connectivity Improvement Project.

STAFF RECOMMENDED ACTION:

1. Approve the Downtown Mile Safety and Connectivity Improvement Project (Project) Infrastructure of Rebuilding America (INFRA) Grant Agreement (Agreement) between the City of Flagstaff and Federal Rail Administration (FRA).

B. **Consideration and Adoption of Resolution No. 2025-15:** A resolution of the Flagstaff City Council, approving a renewal of the Intergovernmental Agreement between the Flagstaff Police Department and Arizona Department of Public Safety for the GIITEM State Gang Task Force.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-15 by title only
2. City Clerk reads Resolution No. 2025-15 by title only (if approved above)
3. Adopt Resolution No. 2025-15

C. **Consideration and Adoption of Resolution No. 2025-19:** A Resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Arizona Department of Water Resources (ADWR) and the City of Flagstaff for utilization of a global positioning system (GPS) base station at Cinder Lake Landfill.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-19 by title only
2. City Clerk reads Resolution No. 2025-19 by title only (if approved above)
3. Adopt Resolution No. 2025-19

11. DISCUSSION ITEMS

A. Discussion: Potential Resource Protection Pilot Program zoning code text amendment.

STAFF RECOMMENDED ACTION:

Receive direction from Council regarding an amendment to the Flagstaff Zoning Code to address a potential Resource Protection Pilot Program.

12. OPEN CALL TO THE PUBLIC

13. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

14. 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 _____, 2025.

_____
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: 04/08/2025

Meeting Date: 04/15/2025

TITLE:

Consideration and Approval of Minutes: City Council Work Session September 22, 2020, City Council Regular Meeting October 6, 2020, City Council Work Session November 10, 2020, City Council Work Session December 8, 2020, City Council Work Session May 11, 2021, City Council Work Session December 14, 2021, City Council Work Session February 8, 2022, City Council Work Session February 22, 2022, City Council Work Session March 8, 2022, City Council Work Session April 26, 2022, City Council Work Session May 10, 2022, City Council Work Session August 29, 2022, City Council Work Session September 13, 2022, City Council Work Session September 27, 2022, Joint City Council/Coconino County Work Session October 17, 2022, City Council Work Session April 11, 2023, City Council Work Session October 10, 2023, Joint City Council/Coconino County Work Session October 16, 2023, City Council Special Meeting (Executive Session) January 7, 2025, City Council Special Meeting (Executive Session) January 14, 2025, City Council Special Meeting (Executive Session) January 21, 2025, City Council Special Meeting (Executive Session) January 28, 2025, City Council Special Meeting (Executive Session) February 4, 2025, City Council Special Meeting (Executive Session) February 11, 2025,City Council Special Meeting (Executive Session) February 18, 2025 City Council Regular Meeting February 18, 2025, City Council Special Meeting (Executive Session) March 4, 2025, City Council Special Meeting (Executive Session) March 11, 2025, City Council Special Meeting (Executive Session) March 18, 2025, City Council Regular Meeting March 18, 2025, City Council Work Session March 25, 2025, Capital Improvements Retreat March 27, 2025, City Council Regular Meeting April 1, 2025.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Work Session September 22, 2020, City Council Regular Meeting October 6, 2020, City Council Work Session November 10, 2020, City Council Work Session December 8, 2020, City Council Work Session May 11, 2021, City Council Work Session December 14, 2021, City Council Work Session February 8, 2022, City Council Work Session February 22, 2022, City Council Work Session March 8, 2022, City Council Work Session April 26, 2022, City Council Work Session May 10, 2022, City Council Work Session August 29, 2022, City Council Work Session September 13, 2022, City Council Work Session September 27, 2022, Joint City Council/Coconino County Work Session October 17, 2022, City Council Work Session April 11, 2023, City Council Work Session October 10, 2023, Joint City Council/Coconino County Work Session October 16, 2023, City Council Special Meeting (Executive Session) January 7, 2025, City Council Special Meeting (Executive Session) January 14, 2025, City Council Special Meeting (Executive Session) January 21, 2025, City Council Special Meeting (Executive Session) January 28, 2025, City Council Special Meeting (Executive Session) February 4, 2025, City Council Special Meeting (Executive Session) February 11, 2025,City Council Special Meeting (Executive Session) February 18, 2025 City Council Regular Meeting February 18, 2025, City Council Special Meeting (Executive Session) March 4, 2025, City Council Special Meeting (Executive Session) March 11, 2025, City Council Special Meeting (Executive Session) March 18, 2025, City Council Regular Meeting March 18, 2025, City Council Work Session March 25, 2025, Capital Improvements Retreat March 27, 2025, City Council Regular Meeting April 1, 2025.

Executive Summary:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

Financial Impact:
None

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:
Council could choose to not approve the minutes.

Connection to PBB Priorities and Objectives:
High Performing Governance: Serve the public by providing high quality customer service

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments:
09.22.2020 SMWS Minutes
10.06.2020.CCRM Minutes
11.10.2020.CCWS.Minutes
12.8.2020.CCSMWS.Minutes
05.11.2021.CCWS. Minutes
12.14.2021.CCWS.Minutes
02.08.2022.CCWS.Minutes
02.22.2022.CCWS.Minutes
03.08.2022.CCWS.Minutes
04.26.2022.CCWS.Minutes
05.10.2022.CCWS.Minutes
08.29.2022.CCWS.Minutes
09.13.2022.CCWS.Minutes
09.27.2022.CCWS.Minutes
10.17.2022.CCJWS.Minutes
04.11.2023.CCWS.Minutes
10.10.2023.CCWS.Minutes
10.16.2023.CCJWS.Minutes
01.07.2025.CCSMES
01.14.2025.CCSMES
01.21.2025.CCSMES
01.28.2025.CCSMES
02.04.2025.CCSMES
02.18.2025.CCSMES
02.18.2025CCRM.Minutes
03.04.2025.CCSMES
03.11.2025.CCSMES

03.18.2025.CCSMES
03.18.2025.CCRM.Minutes
03.25.2025.CCWS.Minutes
03.27.2025.CCR
04.01.2025.CCRM.Minutes

CITY COUNCIL COMBINED SPECIAL MEETING / WORK SESSION
TUESDAY, SEPTEMBER 22, 2020
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held September 22, 2020, to order at 3:00 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance and Mission Statement

The Council and attendees recited the pledge of allegiance and Councilmember Whelan read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

None.

5. **Beautification and Public Art Commission Update**

Beautification, Arts and Science Manager Eliza Kretzmann and Chairperson Anthony Garcia presented to Council an update on the Beautification and Public Art Commission.

BEAUTIFICATION AND PUBLIC ART COMMISSION
GENERAL UPDATES
RECENTLY COMPLETE PROJECT EXAMPLES
EAST FLAGSTAFF COMMUNITY LIBRARY
UPCOMING PROJECT EXAMPLES
THE FUTURE: CAPACITY AND DIRECTION
FINDING SPACES AND PLACES
THANK YOU

Vice Mayor Shimoni thanked staff and the commission members for their work and acknowledged some of their accomplishments especially with partnerships with the youth in the community. He also spoke about inclusion and its place in art and asked if there were any updates on the murals in the Southside that would focus on Black Lives. Ms. Kretzmann stated that there is a budget line item for art projects. Mr. Garcia and Ms. Kretzmann added some details about the specific Black Lives Matter mural.

Councilmember Odegaard commented that the Beautification and Public Art Commission budget retreat is scheduled for October 30, 2020 and added that he will report back to Council on that retreat.

6. **Commission on Diversity Awareness Update**

Human Resources Analyst Denise Thompson, Chairperson Dan Duke, Co-Chair Dee Ann Wegwert, and commissioner Jean Toner presented an update on the Commission on Diversity Awareness.

COMMISSION ON DIVERSITY AWARENESS (CODA)
CODA AUTHORITY
CURRENT COMMISSION MEMBERS
ACTIVITIES OF THE COMMISSION
NEXT STEPS FOR THE CODA COMMISSION
QUESTIONS

Ms. Wegwert and Ms. Toner shared the 2019 Diversity Survey results, recommending discussions on macro-economic issues, inclusive access, welcoming attitudes for LGBTQIA+, and race issues. They also suggested broader, systematic research.

Councilmember Whelan thanked the commission and looked forward to next steps, hoping for community involvement in discussions. Councilmember McCarthy appreciated the detailed report and stressed the importance of gradual change through collective effort. Vice Mayor Shimoni expressed gratitude and concern for unsheltered populations, suggesting making City Hall more welcoming. Councilmember Odegaard also expressed gratitude. Councilmember Whelan asked if the survey could be published in the newspaper.

Mayor Evans thanked the commission, noting the survey results were expected. She emphasized the need for heightened conversation through Council or the Commission and referenced the Commission's past need for support in facilitating race discussions. She also noted the absence of certain populations in the survey.

7. **Commission on Inclusion and Adaptive Living Update**

Human Resources Analyst Denise Thompson, Chairperson James Martinez, and Vice Chair Russell Randell provided an update on the Commission on Inclusion and Adaptive Living. Former commissioner Kaitlyn Verfuerth and Multimodal Transportation Engineer Martin Ince also contributed to the discussion, focusing on making FUTS trails accessible to all.

COMMISSION ON INCLUSION AND ADAPTIVE LIVING
COMMUNITY LIAISONS
COMMUNITY OUTREACH
DOWNTOWN MILE WHEELCHAIR RACE
THORPE PARK PLAYGROUND
AQUAPLEX CONCERNS
ANNUAL AWARDS
MAKING FUTS ACCESSIBLE TO ALL
UNIVERSAL DESIGN
FUTS ACCESSIBILITY AUDIT
FUTS TRAIL ISSUES
FOXGLENN- SINCLAIR WASH TRAILS
ROUTE 89 TRAIL
ROUTE 66 TRAIL
WINIFRED LYNCH TRAIL
SINCLAIR WASH TRAIL -- THROUGH NAU
MARS HILL -- TUNNEL SPRINGS TRAILS
SINCLAIR WASH TRAIL
BUFFALO PARK
OPTIONS FOR ACCESSIBILITY
BUFFALO PARK ACCESSIBILITY GRANT

Councilmember Aslan inquired about the functionality of different wheelchairs on FUTS trails, and Ms. Verfuerth detailed how the specialized chair she used compared to her regular one. Councilmember Odegaard thanked the presenters, mentioned attending the Thorpe Park ribbon-cutting, and discussed issues at the Aquaplex.

Vice Mayor Shimoni expressed gratitude and asked Mr. Ince about the allocation of 419 funds for accessibility issues. Mr. Ince noted that further discussions on the use of these funds with the Council and community will occur soon and highlighted universal design considerations.

Councilmember Whelan thanked the commission, appreciated the policy changes and opportunities presented, and emphasized the importance of ADA compliance and universal design in new buildings. She encouraged future councils to keep universal design in mind and welcomed commissions to address the Council.

Mayor Evans expressed her thanks and enthusiasm for the commission's work on improving FUTS trail accessibility.

A break was held through 4:45 p.m.

8. **Discussion:** Possible strategies and timelines for the re-implementation of the pay-to-park and permit programs for the ParkFlag District including the Downtown and Southside areas.

Community Investment Director David McIntire addressed Council regarding ways to reimplement the pay-to-park and permit programs for the ParkFlag District, including the Downtown and Southside areas.

SUSPENSION OF PROGRAM DUE TO PANDEMIC
IMPLEMENTED PROGRAM CHANGES
CHANGING DYNAMICS

REQUESTS TO RETURN TO PARKING MANAGEMENT
OPTIONS
REIMPLEMENTATION OF FULL PROGRAM
PHASED REIMPLEMENTATION
SELECTED COSTS IN FY 2021

Terry Madeksza, Executive Director of Flagstaff Downtown Business Alliance, advocated for the phased reimplementation of parking management starting in 2021.

Councilmember Salas suggested waiting until January for a free time period with full implementation by March and requested immediate enforcement of two-hour parking limits.

Councilmember McCarthy proposed a full program starting March 1st but limited two-hour parking with enforcement starting October 1st. He also recommended limiting parking around paid areas to prevent long-term parking.

Councilmember Aslan supported Councilmember McCarthy's plan, expressing concerns about the two-hour parking limit but viewing it as a good compromise.

Mr. McIntire discussed logistics of implementing two-hour parking, noting challenges with free two-hour periods and enforcement.

Councilmember Odegaard rejected hybrid options and favored Option 3, suggesting businesses should direct parking away from central areas.

Vice Mayor Shimoni preferred free parking periods and Option 4. He inquired about EV charging and Southside neighborhood needs. He also supported considering a residential parking permit program for the Southside.

Councilmember Whelan was concerned about the impact on businesses and considered Option 2 to have the least impact.

Mayor Evans was open to Option 3 but was leaning towards Option 4. She acknowledged the need for less impact on businesses and supported a future discussion on residential parking permits.

Councilmember McCarthy requested a future discussion on two-hour parking adjacent to paid areas and Southside parking.

Vice Mayor Shimoni and Councilmember McCarthy expressed support for discussing a residential parking permit program for the Southside neighborhood, with City Manager Clifton to schedule this discussion for an upcoming agenda. Councilmember Salas requested this be added to an agenda before December 8, 2020.

9. **Priority Based Budgeting Public Engagement Plan**

Deputy City Manager Shane Dille, Management Analyst Sarah Langley, and Management Analyst Jack Fitchett presented an update on the Public Engagement Plan for Priority Based Budgeting (PBB). Mr. Fitchett shared a promotional video as part of the presentation.

PRIORITY BASED BUDGETING
THE ROAD TO HIGHER PERFORMING GOVERNANCE
PBB PUBLIC ENGAGEMENT PLAN
PUBLIC EDUCATION VIDEOS
COMMUNITY INPUT SURVEY
COMMUNITY PARTICIPATION IN PEER REVIEW
PBB IMPLEMENTATION SCHEDULE
THANK YOU

Vice Mayor Shimoni was pleased with the plan and suggested adding multiple languages to the

videos, using empowering language, and including a raffle for survey participants. He also recommended collaborating with organizations like the shelter, NACA, NAU, and tribal communities to reach diverse populations. Ms. Langley agreed to consider these suggestions.

City Manager Clifton discussed the survey's objectives and proposed changes.

Councilmember Whelan expressed gratitude and felt Council's input was reflected in the updates. Councilmember McCarthy supported the changes and praised them. Councilmember Odegaard and Councilmember Salas also expressed appreciation for the updates. Councilmember Aslan endorsed the revisions and commended the foresight in adopting PBB before the recession.

Mr. Dille thanked the Council for their support, confirmed that the revised language would be used in the survey, and reviewed the upcoming schedule for the PBB process.

10. Adjournment

Mayor Evans noted that it is Councilmember Aslan and Councilmember Salas's birthdays.

The Work Session of the Flagstaff City Council held September 22, 2020, adjourned at 6:25 p.m.

SPECIAL MEETING

1. Call to Order

Mayor Evans called the Special Meeting of the Flagstaff City Council held September 22, 2020, to order at 6:25 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. **Consideration and Approval of Lease Amendments:** Amendment of Flagstaff Airport Leases to extend rent abatement for a minimum of three (3) months or a maximum of six (6) months, due to the ongoing economic impacts of the COVID-19 pandemic; and provide direction related to rent abatement for hangar permittees.

Economic Vitality Director Heidi Hansen, Airport Director Barney Hemlick, and Grants and Contracts Manager Stacey Brechler-Knaggs presented on a matter related to airport leases and business support.

FLAGSTAFF PULLIAM AIRPORT RENT ABATEMENT EXTENSION DISCUSSION
AIRPORT TENANT RENT ABATEMENT
HISTORY
EXPLANEMENTS SINCE COVID-19
COSTS
COUNCIL DECISION
THANK YOU

Councilmember Salas preferred Option 2, citing its more realistic approach for lessees to improve their businesses.

Councilmember Whelan and Vice Mayor Shimoni supported a three-month review period.

Councilmember Odegaard was comfortable with Option 1 and asked Ms. Brechler-Knaggs about the CARES dollars.

Councilmember Aslan supported Option 1.

Mayor Evans favored Option 2, emphasizing the need for stability during the winter months to support the airport until the next travel season.

Ms. Hansen noted that Option 2 was recommended because winter is typically the worst season for enplanements.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to approve lease amendments to extend rent abatement for all airport tenants for three (3) months.

Vote: 4 - 3

NAY: Councilmember Charlie Odegaard
Councilmember Regina Salas
Mayor Coral Evans

3. Public Participation

None.

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

Councilmember Shimoni stated there was a Town Hall with Secretary of State Katie Hobbs and County Recorder Patty Hansen with Arizona Students Association. He also stated the Black Lives forum was successful and informative.

5. Adjournment

The Work Session of the Flagstaff City Council held September 22, 2020, adjourned at 6:47 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 22, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 15th day of April, 2025

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 6, 2020
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Vice Mayor Shimoni called the meeting of the Flagstaff City Council held October 6, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
VICE MAYOR SHIMONI (virtually)	MAYOR DAGGETT
COUNCILMEMBER ASLAN (virtually)	
COUNCILMEMBER MCCARTHY (virtually)	
COUNCILMEMBER ODEGAARD (virtually)	
COUNCILMEMBER SALAS (virtually)	
COUNCILMEMBER WHELAN (virtually)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Councilmember Salas read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. PUBLIC PARTICIPATION

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

Veronica Blette with the EPA Office of Wastewater Management presented an EPA WaterSense

award to the Flagstaff Water Conservation Program. Water Conservation Manager Tamara Lawless accepted the award and shared information about the city programs.

5. APPOINTMENTS

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

A. **Consideration of Appointments:** Parks and Recreation Commission.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to appoint Richard Conway to a term expiring August 2023.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to appoint Austin Kerr to a term expiring August 2023.

Vote: 6 - 0 - Unanimously

6. CONSENT ITEMS

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to approve the Consent Agenda as presented.

Vote: 6 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Proprietary source purchase of T-Floc B41 Chemical for Water Treatment from Thatcher Company of Arizona in an amount not to exceed $200,000 annually.
   Approve the proprietary source purchase of T-Floc B-41 Chemical for Water Treatment from Thatcher Company of Arizona, Inc. at a unit price of $0.398 per pound, in an amount not to exceed $200,000 (two hundred thousand dollars) annually.

B. **Consideration and Approval of a Cooperative Purchase Contract:** To replace a 24 year old wildand fire engine through the cooperative purchase for a new one in the amount of $181,635.
   Approve the purchase of a Type VI Wildland Engine from SNF, Inc. (dba BFX Fire Apparatus) in the amount of $181,635 through cooperative purchase contract #GS-30F-0025V with the U.S. General Services Administration (GSA).

C. **Consideration and Approval of Construction Contract** with Boart Longyear Company in the amount of $1,858,419. for the services of drilling well #2 at Fort Tuthill.

1. Approve the construction contract with Boart Longyear Company in the amount of $1,858,419, and a contract time period of 365 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

7. ROUTINE ITEMS

A. **Consideration and Approval of Memorandum of Understanding and Consideration and Adoption of Ordinance No. 2020-24:** A Memorandum of Understanding with Coconino County for members of the Coconino County Indigenous Peoples Advisory Council to serve as ex-officio members of the City of Flagstaff Indigenous Commission and an ordinance of the City Council of the City of Flagstaff Arizona, amending the Flagstaff City Code, Title 2, Boards and Commissions, by

adding a new Chapter 2-26, creating an Indigenous Commission

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to approve the Memorandum of Understanding with Coconino County for members of the Coconino County Indigenous Peoples Advisory Council.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to read Ordinance No. 2020-24 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, BOARDS AND COMMISSIONS, BY ADDING A NEW CHAPTER 2-26, CREATING AN INDIGENOUS COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2020-24.

Vote: 6 - 0 - Unanimously

8. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2020-58:** A resolution approving an Intergovernmental Agreement between the City of Flagstaff and University of Arizona for water education through Arizona Project Wet.

Councilmember Whelan stated as a teacher for many years, this partnership with University of Arizona is fantastic. She stated that it educates fourth graders and teachers to teach.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-58 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF UNIVERSITY OF ARIZONA FOR WATER EDUCATION THROUGH ARIZONA PROJECT WET

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-58.

Vote: 6 - 0 - Unanimously

B. **Consideration and Approval of Grant Application and Acceptance Upon Award:** U.S. Department of Justice, 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of $20,751.00.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy To approve the U.S. Department of Justice, 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) application to the Flagstaff Police Department for grant funds in the amount of $20,751.00.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2020-55:** A resolution approving an Intergovernmental Agreement (IGA) Grant Application between the City of Flagstaff and Coconino County, regarding joint application for grant funding from the Department of Justice, Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-55 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2020 LOCAL SOLICITATION / CFDA #16.738

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-55.

Vote: 6 - 0 - Unanimously

D. Consideration and Adoption of Resolution No. 2020-56: A resolution of the Flagstaff City Council, approving the Flagstaff Alliance for the Second Century Intergovernmental Agreement between the Northern Arizona University, City of Flagstaff, Coconino County, Community College District, Flagstaff Unified School District, and Northern Arizona Intergovernmental Public Transportation Authority

Grants and Contract Manager Stacey Bechler-Knaggs addressed Vice Mayor and Council on the history of the IGA and stated that it adds a member to the IGA, Mountain Line. Management Analyst Jack Fitchett was also available for questions.

Councilmember Whelan expressed her appreciation of having Mountain Line on board with this partnership. Vice Mayor Shimoni also expressed his appreciation.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-56 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY, THE CITY OF FLAGSTAFF, COCONINO COUNTY, COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, FLAGSTAFF UNIFIED SCHOOL DISTRICT, NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to adopt Resolution No. 2020-56.

Vote: 6 - 0 - Unanimously

9. DISCUSSION ITEMS

A. Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Specific Plan

Zoning Code Manager Dan Symer presented on the changes to the updates to the Zoning Code for 2020 on the High Occupancy Housing Specific Plan. He stated that this should be the last work session before staff returns to Council with a final recommendation.

Slides included:

- Objectives
- Why did the city adopt the HOH plan
- Purpose
- HOH land use provisions
- Definitions

- Additional Modifications
- Proposed Zoning Code Text Amendment
- Map

Tyler Denham addressed Mayor and Council and expressed concern over the Flagstaff City Council's handling of housing affordability, citing a significant increase in median home prices (40%) since reports in 2016 and 2017 highlighted a severe lack of housing supply. Mr. Denham criticized the Council for not addressing the issue effectively and proposed three solutions. Mr. Denham also advised against lowering building heights.

Councilmember Whelan agreed with Mr. Denham's comments and suggested he apply to the Housing Commission. Councilmember McCarthy acknowledged the complex factors affecting housing prices, including zoning and construction costs. Vice Mayor Shimoni highlighted the need for thoughtful growth strategies as Flagstaff continues to develop.

10. COUNCIL LIAISON REPORTS

Councilmember Odegaard reported as the Beautification and Public Arts Liaison regarding a mural celebration virtually. He also stated there was a mural at Boys and Girls Club done by Isaac Kuroso which was donated and one by Mural Mice at the East Flagstaff Community Library.

Councilmember Whelan reported as a NACOG member and thanked all for attending Economic Recovery Summit.

11. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion about the current process for all Reclaim Water agreements/contracts and their renewals and discussion to change that process so that all agreements and their renewals become before the Water Commission and Council for approval.

Councilmember Whelan stated that she proposed adding this topic to gauge interest from other Councilmembers. Councilmembers Aslan and McCarthy supported this discussion, and Councilmember Salas also endorsed moving forward.

City Attorney Sterling Solomon indicated that an executive session would be needed before this discussion.

City Clerk Stacy Saltzburg noted that the next scheduled item is affordable housing. Councilmembers Whelan and McCarthy, along with others, supported expediting this discussion, provided it does not delay other important discussions.

At least three members of Council were supportive of moving the item to a future agenda for discussion.

12. CITY MANAGER REPORT

A. City Manager Report

City Manager Greg Clifton briefly reviewed his report.

Councilmember Whelan asked about moving forward with the hiring processes for Water Services Director and Police Chief. Mr. Clifton stated that those will both be resumed in the weeks ahead with the timeline presented in the report. They discussed the hiring process.

Vice Mayor Shimoni recognized Water Services for their awards. He also addressed EV stations at

the airport and asked staff to look at ways to optimize them. City Manager Clifton added that there is a delay in the airport parking construction due to a cultural study update. Staff will pause this project for now with the idea of bringing it back in the spring. Charging stations will be looked at for both the long- and short-term parking areas. Vice Mayor Shimoni also asked Management Services Director Rick Tadder about the construction revenue. Mr. Tadder addressed the permit revenues and the comparison between the previous recession and this.

Mr. Tadder gave a recap on the presentation that was shared at the previous meeting on the General Fund Sales Tax from June 2020. Mr. Clifton stated that the City is in the 3rd phase of the recession plan. He reiterated that the construction revenue is offsetting the loss of other revenues and is not guaranteed or predictable. Mr. Tadder added that this is just one category of all the revenues and that you have to look at the whole.

A break was held from 4:20 p.m. through 4:25 p.m.

13. COVID-19 UPDATES

A. COVID-19 and Re-Entry Updates

Senior Deputy City Manager Shannon Anderson presented an update on the COVID-19 Data.

Slides included:

- CCHHS: COVID-19 Weekly Cases
- CCHHS: COVID-19 Daily Cases
- CCHHS: Hospital Admissions
- CCHHS: COVID-19 Related Deaths
- CCHHS: Community Transmission
- CCHHS: Community Transmission Message from County Website
- ADHS Dashboard
- NAH: Hospital Census
- Questions

Councilmember Odegaard inquired about the final Weekly Cases data for September 26. Ms. Anderson explained that the numbers might change due to reporting delays, with final figures expected by Friday. Councilmember Whelan expressed frustration with inconsistent data and questioned the accuracy of dashboards, noting that current case numbers have surpassed previous peaks despite the County being in moderate transmission. She also mentioned a 7% positivity rate.

Vice Mayor Shimoni observed that the spike was largely driven by younger populations, including students at Northern Arizona University (NAU). He requested updates on NAU's contact tracing and community partnerships. Ms. Anderson confirmed that NAU had hired five contact tracers and would provide updates at the October 26 meeting. Vice Mayor Shimoni also proposed discussing the reopening of City facilities, including the ice rink. Parks, Recreation, Open Space, and Events Director Rebecca Sayers outlined plans to reopen the rink with safety measures such as plexiglass barriers and restricted access, aiming for a reopening in about a week if approved.

Councilmember Whelan supported reopening the rink and asked about sports fields. Ms. Sayers reported that the fields were operating well, with user groups enforcing guidelines. Councilmember Odegaard also agreed to reopen the rink, so long as safety measures like face shields are followed.

Vice Mayor Shimoni raised concerns about mask usage, asking if masks could be provided to individuals without them and highlighting staff exposure to those refusing to wear masks. Ms. Sayers confirmed that masks would be provided, and entry would be denied without one unless exempt. Ms. Anderson assured that staff would wear masks or face shields and be protected by plexiglass.

Councilmember Salas supported reopening the rink. City Manager Clifton confirmed that the situation was being continuously reviewed. Councilmember McCarthy noted that only one week had seen higher COVID instances since March, questioning the overall response. Vice Mayor Shimoni suggested that the City should either fully reopen or close again, supporting the current plan and proposing additional testing for sports events. Ms. Sayers agreed to work with user groups on

testing.

Vice Mayor Shimoni also discussed NAU's testing results, and Councilmember Whelan recommended using no-touch thermometers at City facilities. Ms. Sayers confirmed that no-touch thermometers could be added.

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

Councilmember Whelan acknowledged Water Services; and thanked Water Services Manager Erin Young and Acting Water Services Director Ryan Roberts for their answers and work regarding the well and drilling.

Vice Mayor Shimoni reminded the public the ability to register to vote has been extended to October 23rd. He acknowledged Comprehensive and Neighborhood Planning Manager Sara Dechter, her team, and the Southside neighborhood for their awards for their plan.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held October 6, 2020, adjourned at 5:09 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on October 6, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 15th day of April, 2025

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 10, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held November 10, 2020, to order at 3:00 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance and Mission Statement

The Council and attendees recited the pledge of allegiance and Councilmember Salas read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

None.

5. Review of Draft Agenda for the November 17, 2020 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.

None.

6. PBB Final Priorities and Objectives

City Assistant Finance Director Heidi Derryberry, Management Analyst Sarah Langley, and Management Services Director Rick Tadder presented the results from the PBB community input survey, the ways the survey results were incorporated into the PBB priorities, and the next steps to Mayor and Council. Their presentation covered the following:

PRIORITY BASED BUDGETING
COMMUNITY INPUT SURVEY
PBB SURVEY DISSEMINATION
PBB SURVEY RESULTS -- DEMOGRAPHICS
PBB SURVEY RESULTS
PBB IMPLEMENTATION SCHEDULE
THANK YOU

Mayor Evans asked about the identification of law enforcement in objective one in Safe and Healthy Community and why it did not state public safety rather than law enforcement. She was concerned that the language was restrictive. Ms. Langley stated that staff will make the change for the approved objective.

Mayor Evans asked for staff to have more conversations on public participation versus public education so staff and the community are clear on expectations of involvement. Staff will reach out to Comprehensive Planning Manager Sara Dechter for her input on the Inclusive and Engaged Community objective.

Councilmember Odegaard noted that bicycle ridership is down in the Flagstaff community at this time and spoke about the impact on the multi-model transportation objective.

Councilmember Whelan asked about Environmental Stewardship objective number five and what social equity means. Ms. Langley stated that social equity centered around the cost of living balanced with environmental concerns. Councilmember Whelan suggested that the wording might be better as social inequities rather than equity. Ms. Langley stated that staff would incorporate the suggestion.

Councilmember McCarthy pointed out that there are goals that are conflicting in our PBB priorities. Mayor Evans added that she sees those conflicts as well and looks forward to how the conflicts are addressed by staff and budget.

Vice Mayor Shimoni expressed his gratitude to staff and the city embracing growth moving forward.

Councilmember Salas commented on the Sustainable, Innovative Infrastructure objective and keeping the language on the multi-modal transportation in the wording. She also stated that the City needs to think outside the box regarding higher education institutions in the Robust, Resilient Economy goal to include the private sector and other organizations.

Mr. Tadder addressed the multi-modal transportation language change and why the change was made. Vice Mayor Shimoni stated that he agreed with Mr. Tadder and that the change is needed for clarity. Mayor Evans added that the suggested edit does not reflect the airport or the railway. She added that other forms of transportation should not be left out. Councilmember Salas agreed and

Councilmember McCarthy suggested that the language incorporate something like all modes of transportation rather than multi-modal transportation.

Mayor Evans asked if there is anything that has to do with supporting small businesses in the goals. Ms. Langley stated that they are incorporated in the second goal in objective two.

Deputy City Manager Shane Dille suggested the language of "Provide effective air and roadway traffic management and expand infrastructure for pedestrians, bicyclists and public transit" but stated that it is captured by Mr. Tadder's proposal. His suggestion was to change the language to "Provide effective traffic management for all modes of transportation."

Mayor Evans thanked staff for their efforts on the detailed survey and asked where Core Services fall into the PBB Objectives. Ms. Langley pointed out the goals and objectives that are incorporated in the PBB plan.

7. Employee Survey Results

HR Manager and outgoing chair of Team Champions Jennifer Caputo, City Records Coordinator Larysa Feyti, Water Services Management Analyst Lisa Deem, and Customer Service Representative Krista Devlin presented to Mayor and Council the result of the 2019 Employee Survey. They provided a presentation that covered the following:

EMPLOYEE SURVEY 2019 RESULTS
2019 EMPLOYEE SURVEY
2019 OVERALL RESULTS
SOLUTIONS
CITYWIDE WE ARE ACCOMPLISHING OUR MISSION AND UPHOLDING OUR VALUES
COMPARED TO OTHERS IN MY LINE OF WORK, I AM PAID FAIRLY
PAID FAIRLY COMMENTS
NEXT STEPS
QUESTIONS

City Manager Greg Clifton thanked the Champions Team for their work. He addressed the budget project that concluded in June and the letter that he completed in July. He pointed out some of the items in the letter such as PBB, the priorities, the City's economic status, and the revenue projections. He pointed out that the organization is smaller now than it was before the great recession. He added that retention is a large concern for the organization because of compensation.

Councilmember Whelan agreed with Mr. Clifton about compensation needing attention. She added that she is pleased that this is a priority for management. She also asked about retirement rates and what the typical rate of retirement is. Ms. Caputo stated that the number of retirements has been going up in recent history. Councilmember Whelan asked if the retirements were up the upper end of the pay scale and noted that the retirements could bring some savings. She added that the raises have not been equitable and across the board. She spoke about cost of living raises and merit raises. Human Resources Director Jeanie Gallagher added that the retirements in 2018 were 35 out of 105 separations and in 2019 were 25 out of 108 separations. She stated that those are very high rates.

Vice Mayor Shimoni added that he would like to see the culture of appreciation grow as well as the compensation.

Mayor Evans thanked Mr. Clifton for his analysis as well as Councilmember Whelan and Vice Mayor Shimoni. She added that the conversation about city employee compensation will need to be ongoing.

Councilmember McCarthy agreed with Mayor Evans and the others. He asked the City Manager to reach out to the new Councilmembers to ensure that they understand the results as well.

Councilmember Odegaard added that there are significant challenges for the organization going forward. He expressed his gratitude to the hard-working employees of the City of Flagstaff.

Mayor Evans called a break and the meeting resumed at 4:50 pm.

8. **Housing Presentation to City Council on the impacts of COVID-19 on Flagstaff's most vulnerable community members**

Housing and Grants Administrator Kristine Pavlick, Ross Altenbaugh Flagstaff Shelter Services (FSS), Sandra Flores, Catholic Charities, and Michele Axlund, Coconino County Health and Human Services updated Mayor and Council on the impacts of COVID-19. Their presentation covered the following topics:

IMPACTS OF COVID -- 19 ON FLAGSTAFF'S VULNERABLE POPULATIONS
FLAGSTAFF SHELTER SERVICES
CATHOLIC CHARITIES
FRONT DOOR
COCONINO COUNTY HEALTH AND HUMAN SERVICES
QUESTIONS

Councilmember Aslan asked Ms. Altenbaugh how the shelter is positioning themselves for the COVID-19 vaccine. Ms. Altenbaugh stated that they are partnering with North Country, Flagstaff Medical Center, and other health institutions. She stated that it is a priority for the community. Councilmember Aslan stated that it is very important that the community and FSS receives the vaccine as soon as possible.

Vice Mayor Shimoni stated his appreciation and asked what some of Ms. Altenbaugh's concerns are with moving into the winter. Ms. Altenbaugh stated that there are new concerns with overflow services not being practical and more hotel accommodations will need to be offered. There will also be staffing concerns.

Councilmember Whelan asked Ms. Altenbaugh about what Council can do to help and what the community can do to support FSS. Ms. Altenbaugh stated that the biggest support would be to come out to the shelter and learn about it through volunteer opportunities and to connect with the community. She also stated advocacy from elected officials would be beneficial as well.

Mayor Evans thanked everyone for their partnerships.

9. **Presentation and Recommendations:**

Housing and Grants Administrator Kristine Pavlick, Ross Altenbaugh Flagstaff Shelter Services (FSS), and Michele Axlund, Coconino County Health and Human Services lead the presentation regarding the additional CDBG funds. Her presentation covered the following:

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR SUPPORTING COMMUNITY RESPONSE TO COVID-19
TODAY
CDBG OVERVIEW
COUNCIL DIRECTION & STAFF RESPONSIBILITIES
CONDUCTING RISK ASSESSMENT
THE CARES ACT AND CDBG-CV
COUNCIL DIRECTION IN APRIL 2020
COMMUNITY RESPONSE TO COVID-19 CDBG-CV FUNDS
FUNDS AVAILABLE FOR ALLOCATION
CDBG-CV RECOMMENDATIONS
CDBG 2021-2022 ENTITLEMENT
NEXT STEPS

Councilmember Whelan inquired about the $200,000 that Coconino County Health and Human Services provides for FSS's Hoteling program, questioning why it does not go directly to the facility. Ms. Pavlik explained that the County covers the facility's costs, while FSS manages the costs for other sites. Ms. Axlund added that the County handles cleaning and room expenses and noted that

FEMA/DEMA reimbursement might not continue. She also shared that $500,000 had been reimbursed out of $2 million spent for Hotel Aspen, with the County still responsible for 25% of costs.

Councilmember Whelan also asked about collaboration in fund allocation, and Ms. Pavlik explained that for the first round, there was collaboration, but for this round, she checked with agencies individually to avoid overlap. The County explained that stays last 14 days or until medical care is no longer needed, with FSS not forcing people out based on symptoms. Councilmember Whelan expressed concern about the $200,000 being excessive for the County, while FSS runs the program and serves many more people, though Ms. Axlund reiterated high cleaning costs. Councilmember Salas shares the same concern that Councilmember Whelan has.

Councilmember Odegaard suggested Flagstaff Family Food Center also be considered for funding. Vice Mayor Shimoni expressed concerns about future funding, particularly when state support ends, and asked for input from partnering organizations. They agreed with the current fund allocations and shared details on additional programs being funded.

Mayor Evans added appreciation for the partners and their work. She broke down the cost per person and stated that FSS is around $100-$120 while the county is about $800 per person with most of that cost being allocated toward cleaning the rooms. She stated that public funding should be covering that, and the state has funding available that needs to be utilized. She would like to see staff assist with the county in voicing to the state, so they find success in their own grant funding. Mayor Evans also wanted to ensure the long-term housing goals are kept in mind. She would like to see the $200,000 allocated toward the county to be split with the first three services as described: $100,000 additional to FSS, and the remaining $100,000 split between the two different Catholic Charities program, this would eliminate funding toward the county from this grant.

Majority of Council agrees with the proposal but would like to see staff recommend the new allocations between the three services. Staff will bring information to the next meeting.

10. Discuss strategies that would recognize the true cost of carbon associated with transportation in Flagstaff and looking at options to offset that true cost in some fashion.

Sustainability Director Nicole Antonopoulos led the discussion and reviewed the staff summary including information about greenhouse gas emissions and the carbon cost calculator.

Council took a break from 6:47 p.m. through 7:00 p.m.

Councilmember Whelan asked for clarification on the numbers and percentages presented and the remaining portion not accounted for. Ms. Antonopoulos stated that it is divvied up by the greenhouse gas sector, waste sector, water and wastewater, and fugitive emissions to make up the full portfolio of emissions.

Councilmember McCarthy asked how emissions are allocated, especially when it comes to airplanes and accounting emissions from the source or destination. Ms. Antonopoulos stated that they are not source based. For airplanes, they consider refueling station as where the emissions are counted toward.

Mayor Evans asked if the overall sector of transportation is being discussed or one section of the sector. Ms. Antonopoulos stated that she is addressing the transportation sector overall.
Mayor Evans asked if the economic impact includes comparing what flying one airplane vs 20 people driving is and what the value of cost is to that. Ms. Antonopoulos stated they are not currently comparing the number of flyers versus the number of drivers and comparing the impact of the transportation methods. She stated they will bring more information in the following months back to Council on how to address cutting emissions.

Vice Mayor Shimoni requested remote learning and work be factored into the studies as staff moves forward.

Councilmember Aslan stated he wanted to reiterate the purpose of the conversation was to find efforts to reduce carbon use and finding funding for these types of projects. He stated he would like city

buildings to be more sustainable as well and ensuring we look at the whole report and picture of addressing the climate emergency.

Mayor Evans would like to remind Council and staff that we also need to remember the people most impacted and how changing any policies could potentially drive people out as well.

Ms. Antonopoulos stated the intention is to find what is best for Flagstaff and to have the plan be a living document that is adaptable as the climate crisis changes and more information comes out over time.

11. Discussion regarding the City's Bed, Board, and Beverage (BBB) appropriation.

Management Service Director Rick Tadder led the discussion. He reviewed the history of the BBB tax. He reviewed how it was originally adopted by the Flagstaff voters in 1988. The BBB tax is a 2% local transaction privilege tax (TPT) levy on the gross revenue generated from hotels, motels, campgrounds, bars, and restaurants, and is in addition to all other state and local transaction privilege taxes. The BBB tax was originally approved for a 10-year period in 1988, and revenues were allocated to fund Tourism, Beautification, Economic Development, and Administration.

Councilmember Whelan spoke about how this is a voter decision and discussed the background of the allocations of the BBB tax. She also explained what she hoped to accomplish by bringing this item forward.

Councilmember McCarthy stated he is openminded about some of the percentages changing, but he feels the discussion is premature. He stated that it would be contrary to the trust of the voters to change the allocations at this time.

Vice Mayor Shimoni stated that he supports this item to move forward. He also asked if there is room to integrate this into the PBB progress.

City Manager Clifton stated that it is a good idea to add this to the PBB progress to assist figuring out the allocations. He also added that this could be added to the discussion queue to prepare for the next vote.

Vice Mayor Shimoni asked when this would be reviewed. Mr. Tadder stated that it is up for renewal at the November 2024 election.
Councilmember Whelan reiterated this would be a ballot measure for 2024 and provided additional numbers from the budget book that the BBB tax assisted with.

Mayor Evans states the BBB tax is something she has been tracking during her time with Council and she encourages the next and new incoming Council to use this tax for promoting Tourism. She states the industries that had a major influence in the tax are disgruntled that they are not being recognized or honored. She stated conversations moving forward should be with these groups to see what they would like for the community and ensuring the allocations are still appropriate.

Vice Mayor Shimoni and Councilmember McCarthy support Mayor Evans comments and the need for more conversations.

12. Public Participation

None.

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

Councilmember McCarthy expressed his appreciation to outgoing councilmembers and he is looking forward to working with the new councilmembers. He thanked the City Manager for his leadership.

Councilmember Whelan reported that she attended Community Census Team follow-up. She reported that our County/City did a great job all things considered and held same response rates as 2010.

Councilmember Salas thanked all military veterans. She shared that she had the opportunity to present at an inaugural Toastmasters International meeting via zoom for Filipinos all over the world.

Vice Mayor Shimoni acknowledged Elections Director and County Recorder Patty Hansen and her team. He felt the election was run smoothly and safely.

Mayor Evans expressed a Happy Veteran's Day toe veryone. She acknowledged County Recorder and the voters.

Councilmember Odegaard thanked Councilmember McCarthy for his service. He stated he recently attended RTAC meeting (Rural Transportation and Advocacy Council). He mentioned he will be coming off MetroPlan and RTAC so there will be openings for new Councilmembers.

14. Adjournment

The Work Session of the Flagstaff City Council held November 10, 2020, adjourned at 8:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY, DECEMBER 8, 2020
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Special Meeting of the Flagstaff City Council held December 8, 2020, to order at 3:00 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance and Mission Statement

The Council and attendees recited the pledge of allegiance and Councilmember Whelan read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Anthony Garcia addressed Mayor and Council regarding the outgoing Council members and to let them know how much of an impact they had. He thanked the outgoing members for their work.

5. **Proclamation:** Mayor's Monarch Butterfly Pledge

Mayor Evans read the proclamation. Sustainability Manager Nicole Antonopoulos spoke about the protection of the Monarch Butterfly and invited Assistant Parks and Recreation Manager Amy Hagin to speak about the mitigation efforts that the Parks Department implemented.

6. **Consideration and Adoption of Resolution No. 2020-61:** Resolution amending the 2019/2020 Annual Action Plan to allocate $766,551.00 in Community Development Block Grant Program Coronavirus (CDBG-CV) funds and authorizing submission of the amended 2019/2020 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

Housing and Grants Administrator Kristine Pavlik gave a presentation to Mayor and Council regarding the CDBG-CV Funding Recommendations. She presented two options for funding; Option A would reserve $176,551 of funds for allocation with the Spring 2021 CDBG grant cycle or Option B which would allocate all funds at this time.

Councilmember Whelan asked when the reserve money in Option A would come into play. Ms. Pavlik stated that the NOFA process typically starts in January with proposals due in mid-February with a final resolution in mid-April and the presentation to HUD in May with funds available after May 15. Councilmember Whelan stated that she feels that now is the time to allocate funds.

Vice Mayor Shimoni and Councilmember Salas stated support for Councilmember Whelan's comment since the money is needed now and that there will be an uphill battle this winter for the shelter.

Councilmember Odegaard asked if there are normal CDBG funds available at the beginning of the year. Ms. Pavlik stated that City staff are expecting the normal annual allocations and that there may be less restrictions and there will be program funds put in with the normal CDBG allocation.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to read Resolution No. 2020-61 with Option B by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE CITY OF FLAGSTAFF 2019/2020 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-61.

Vote: 7 - 0 - Unanimously

7. **Consideration and Approval of Contract:** Approve the construction contract with RTR Paving & Resurfacing, LLC in the amount of $1,699,908.00 for the Fourth Street Reconstruction project.

Project Manager Jeremy DeGeyter presented information on the Fourth Street Reconstruction project for consideration and approval of the contract. The information included maps, information on the updates, and the fiber optics that will be integrated into the project for future infrastructure growth.

Vice Mayor Shimoni thanked staff for their work on the project and addressed how he feels about the added bicycle lanes. He also expressed gratitude to Councilmember Odegaard for his work.

Councilmember McCarthy and Mayor Evans also expressed their gratitude for his work on getting the bridge redone.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to approve the construction contract with RTR Paving & Resurfacing, LLC in the amount of $1,699,908.00 and a

contract duration of 250 calendar days, approve a contract allowance of $84,995.40, which is 5% of the lowest responsive bid, approve Change Order Authority to the City Manager in the amount of $169,990.80 which is 10% of the lowest responsive bid and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

8. **Consideration and Adoption of Resolution No. 2020-67:** A resolution of the City of Flagstaff, Arizona reaffirming the City of Flagstaff's designation as a "Golden Rule City

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2020-67.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA REAFFIRMING THE CITY OF FLAGSTAFF'S DESIGNATION AS A "GOLDEN RULE CITY"

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-67.

Vote: 7 - 0 - Unanimously

City Clerk Stacy Saltzburg shared the proposed resolution with Mayor and Council.

Councilmember Odegaard expressed his gratitude for the resolution and for the work that was put into it.

9. **Consideration and Adoption of Resolution No. 2020-70:** A resolution of the Flagstaff City Council signing onto the We Are Still In Coalition's "All In" Climate Statement

Sustainability Manager Nicole Antonopoulos gave a presentation to Mayor and Council on the We Are All In Statement.

Councilmember Odegaard stated that he likes the statement of "We Are All In" and that Flagstaff is committed to that belief.

Vice Mayor Shimoni commented how accomplishing carbon neutrality will need a team effort.

Mayor Evans commented that she is interested in moving the resolution forward. She addressed the conversation at the last meeting regarding affordable housing and climate change. She stated that the City can be all in on climate change and all in on affordable housing.

Vice Mayor Shimoni stated that the issues of housing and climate are important. He asked Ms. Antonopoulos to speak about the connection of the Climate Action and Adaptation Plan (CAAP) and affordable housing. Ms. Antonopoulos stated that climate change and affordable housing are in line with each other in the CAAP, especially when it comes to sustainable living.

Councilmember McCarthy stated that he agrees that the City can attack affordable housing and climate change at the same time.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to read Resolution No. 2020-70 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL SIGNING ONTO THE WE ARE STILL IN COALITION'S "ALL IN" CLIMATE STATEMENT

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-70.

Vote: 7 - 0 - Unanimously

10. **Consideration and Adoption of Resolution No. 2020-68:** A resolution of the City Council of the City of Flagstaff, Arizona authorizing the settlement of the matter of Tremayne Nez v. The city of Flagstaff, et. al., Case No. CV08146, currently pending in the United States District Court for the District of Arizona.

Councilmember McCarthy asked Mr. Solomon to give a brief summary for the public. Mr. Solomon stated that this litigation comes from the mistaken arrest of Mr. Nez for illegally selling drugs.

Vice Mayor Shimoni expressed his apology to Mr. Nez.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-68 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SETTLEMENT OF THE MATTER OF TREMAYNE NEZ V. CITY OF FLAGSTAFF, ET AL., CASE NO. CV08146, CURRENTLY PENDING IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-68.

Vote: 7 - 0 - Unanimously

11. **Recognition of Outgoing Mayor and Councilmembers**

City Manager Greg Clifton, City Clerk Stacy Saltzburg, Deputy City Manager Shane Dille, and City Attorney Sterling Solomon gave a presentation to recognize the outgoing Mayor and City Councilmembers.

Councilmember Odegaard thanked Mr. Dille for the kind words.

Victor Daniels from the Arizona Department of Veteran Services shared a letter from the Arizona Department of Veteran Service to the Mayor. He also added his thanks to Mayor Evans for her support of the development of the Veterans Home in Flagstaff.

Coordinator for Indigenous Initiatives Rose Toehe addressed Mayor and Council as a private citizen to thank them for the work that they have done especially for the Indigenous community.

Councilmember McCarthy thanked the Mayor and Councilmembers Odegaard and Whelan for their tone and how it has been effective and positive.

Councilmember Aslan expressed his gratitude to Mayor Evans and Councilmembers Odegaard and Whelan.

Vice Mayor Shimoni shared his thoughts about Councilmember Odegaard, Councilmember Whelan, and Mayor Evans.

Councilmember Salas expressed her admiration for Councilmember Odegaard, Councilmember Whelan, and Mayor Evans.

Councilmember Odegaard expressed his gratitude for the sentiments presented and spoke about the other councilmembers.

Councilmember Whelan expressed her gratitude for the chance to serve the community and for getting

to know City staff.

Mayor Evans spoke about her experience on Council. She expressed her gratitude to City staff and to her daughter, Destiny. She also expressed her gratitude to the residents of Flagstaff.

12. Adjournment

The Special Meeting of the Flagstaff City Council held December 8, 2020, adjourned at 5:25 p.m.

WORK SESSION

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held December 8, 2020, to order at 5:45 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Review of Draft Agenda for the 12/15/2020 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.

Vice Mayor Shimoni asked staff about the traffic volume for the Airport parcel, Item 9A, and potential neighborhood traffic with the connections. He also wanted to speak about housing on the parcel during the discussion next week.

Mayor Evans also spoke about the master developer plan for the Airport parcel and the relationship with the FAA. She stated that the property was purchased for economic development and was funded with grants for that purchase. She stated that discussing housing in that location is problematic due to lack of transit and noise.

Vice Mayor Shimoni asked if we should be considering how to integrate housing on the property.
Mayor Evans stated that this is a poor candidate for housing, due to walk/bike availability and noise. The property is also gifted by FAA and was intended for improvements to the airport. She states there are other properties to consider for housing, and she urges Council to be mindful and consider the message being sent by considering housing in an area where there is no bike lanes, not walkable, and where there is excessive noise from the planes.

Mayor Evans provided background on the property purchase and discussed the upcoming swearing-in process for new council members.

Councilmember Aslan asked how the swearing in will work virtually.

City Manager Greg Clifton and City Clerk Stacy Saltzburg explained that the ceremony will take place in the Council Chambers with strict attendance limits, allowing only ten or fewer people at a time. The swearing-in will be conducted in increments, streamed, and recorded at 1:00 p.m.
Mayor Evans inquired about the current Council's role at the 3:00 p.m. meeting, where she will hand over the meeting to Mayor-elect Deasy. Ms. Saltzburg confirmed this, and City Attorney Solomon clarified that new members will be sworn in individually. Vice Mayor Shimoni asked if the current Council must attend and about plans for a Council photograph. City Manager Clifton noted that attendance is not required due to limits, and the photo will be taken in person before the holidays, adhering to COVID-19 restrictions. The protocol for appointing the Vice Mayor position will be

addressed immediately after the new roll call.

Mayor Evans reflected on the significance of the swearing-in ceremony for Councilmembers and encouraged the new Council to hold a proper ceremony when it is safe to do so.

3. **Downtown Visioning Plan Update**

Flagstaff Downtown Business Alliance Executive Director Terry Madeszka and the consultants for the Downtown Visioning Plan presented a draft vision and action plan executive summary to Mayor and Council.

Progressive Urban Management Associates Representatives Brad Segal, JJ Folsom, and Jim Charlier addressed Mayor and Council and explained the draft plan summary.

Slides included:

- A Call to Action
- Key Policy Recommendations

Councilmember Aslan asked for the definitions of gentle density. Mr. Segal offered that gentle density is using the entitlements that are already in zoning and being careful with "massing" of the buildings so that it matches the downtown area.

- Plan Overview
- Review and Build Upon Prior Plans
- Conduct Community Outreach
- Expanded Use of Public Right of Way
- Online Survey Summary
- Market Assessment
- Market Opportunities
- Vision and Action Plan
- Action Plan: Economic Vitality Goals
- Goal A: Emergence from COVID-19 as an example
- Action Plan: Downtown Experience Goals
- Catalytic Projects: Redevelopment & Parking
- Catalytic Projects Placemaking
- Action Plan: Mobility Goals
- Downtown Connections Center
- Action Plan: Major Parking Recommendations
- Implementation & Funding Strategies
- Next Steps -- Back to Council in February

Tyler Denham addressed Mayor and Council stating the problems with density. To address these problems, the City Council must consider increasing downtown density, even if it requires politically contentious decisions. He also stated the plan has a conflict between goals like maintaining Flagstaff's historic character, improving walkability, beautifying downtown, and enhancing parking experiences. He states this was demonstrated last summer when a lane of East Aspen Avenue was closed off for outdoor dining, which resulted in a more pleasant pedestrian experience. Despite concerns about parking loss, the outcome can be positive for everyone.

Vice Mayor Shimoni thanked everyone for their efforts. He also addressed the parking issues and the alleys in the community.

Community Development Director Dan Folke added that staff has not been provided the plan yet since it is a draft and that this meeting is staff's first time seeing the plan.

Councilmember Aslan likes the idea of more density in housing downtown and less street parking. He wants to be sure that the parking garages that are considered are multipurpose, keeping in mind that our relationship with cars may change in the future. Mr. Folsom stated that any parking garages have future designs in mind to ensure they can be repurposed in the future.

Councilmember Odegaard asked about housing in the downtown area to keep it vibrant. He also asked about redevelopment of the courthouse. Mr. Segal stated there is room to accommodate several uses in this area. He reiterated the intended mix used with housing and dispersing the parking resources.

Councilmember Whelan stated she wanted the team to remember accessibility while planning and constructing this. She also noted the need for additional bathrooms downtown. She is looking forward to the future alleyways.

Mayor Evans did express concern for moving the cars out of downtown because they will be pushed to park into the neighborhoods. She reminds the team to protect the neighborhoods while planning.

Mayor Evans thanked the Downtown Business Alliance and their hard work for the projects.

4. **Neighborhood Association Updates (La Plaza Vieja and Southside)**

Representatives from the La Plaza Vieja and Southside neighborhoods presented to Council. Neighborhood Liaison Valeria Chase introduced Jesse Dominguez, President of La Plaza Vieja Neighborhood Association and Southside Community Association Executive Director Deborah Harris.

Mr. Dominguez thanked staff and Council for their support and spoke about some of the issues in the neighborhood with traffic and parking. He addressed the potential property maintenance ordinance. He invited the incoming Councilmembers to read the neighborhood plan and he also addressed the successes of the plan.

Vice Mayor Shimoni expressed his gratitude for the update and that he hopes these conversations will continue.

Councilmember Salas asked Mr. Dominguez what his wish list is. He said that it is basically cleaning up the areas that need it and perhaps restriping the crosswalk. Councilmember Salas asked Mr. Dominguez if it is time to engage in a community discussion with Council to review the plan and evaluate where it is in implementation and prioritizing the top priorities. He replied that it would not hurt but that the pandemic has put a hold on the neighborhood meetings. He added that they would like to look at that after the pandemic.

Comprehensive Planning Manager Sara Dechter reminded Council that the neighborhood plans are supposed to be reviewed every five years.

Ms. Deborah Harris gave a presentation to Mayor and Council.

Slides included:

- Neighborhood Updates
- Accomplishments
- Challenges & Opportunities

Mayor Evans thanked Ms. Harris for her presentation and the Southside Community Association. She asked Ms. Harris to talk about the Lived Black Experience presentation on W.C. Riles that will be held the following day. Ms. Harris explained the live-streamed event.

Vice Mayor Shimoni thanked Ms. Harris for her work and passion for the community and the Southside neighborhood.

Councilmember Odegaard thanked Mr. Dominguez and Ms. Harris.

Councilmember Salas thanked Ms. Harris and Mr. Dominguez for their presentations. She also thanked Ms. Harris for her leadership in the community.

Mayor Evans stated that the Sunnyside Association will present in May.

A break was held from 8:02 p.m. through 8:12 p.m.

5. **Rio de Flag Flood Control Project - Update**

Project Managers Trevor Henry, Christine Cameron, and Bret Peterson gave an update on the Rio de Flag Flood Control project. They provided a video and their presentation included the following slides:

- Project Update
- Project Design
- BNSF & USACE
- Public Involvement
- City Contact Information

Councilmember Odegaard expressed his gratitude for making this project a reality for the community.

Ms. Deborah Harris addressed Mayor and Council requesting Council to let this project go through.

Vice Mayor Shimoni stated that he is excited about the project and stated that we are very close.

Mayor Evans thanked staff and Council for their work and dedication to this project. She added that this is a social justice and economic issue for the Southside.

6. **Courthouse Art Piece and Process Update**

Beautification, Arts and Sciences Manager Eliza Kretzmann and Beautification Arts and Sciences Project Administrator Jana Weldon led the presentation.

Slides included:

- Agenda
- Overview
  - Courthouse Artwork Project
  - Selection Panel Review
  - Direction to Finalists
  - Community Input
- Proposal
  - Inspiration
  - Materials
  - Words from the Artist
  - Responses

Anthony Garcia praised the staff's engagement efforts and encouraged the Council to ask questions and suggest improvements.

Councilmember McCarthy appreciated the innovative concept of using cut metal in the artwork but criticized the chosen poem, finding it obscure and suggesting either its removal or replacement. He inquired about the selection process for the poem.

Ms. Weldon explained that the poem was the artist's inspiration, noting that it had strong public support, though some suggested a more accessible version.

Councilmember Odegaard expressed trust in the artist's choice of the poem and proposed enhancing the artwork with solar lighting for nighttime enjoyment. Councilmember Whelan also supported the artist's choice and suggested offering translations of the poem for a broader audience.

Councilmember Aslan opposed separating the poem from the artwork, believing the final decision should remain with the artist. He also supported the idea of solar lighting.

Vice Mayor Shimoni recommended better integration of animals into the artwork, the inclusion of

braille, and revisiting the poem for accessibility. He supported the solar lighting suggestion.

Mayor Evans felt the artwork reflected Flagstaff well and suggested diversifying the poem into different languages, referencing the peace pole on Heritage Square for inspiration.

Economic Vitality Director Heidi Hansen proposed creating a rack card with details about the artwork, to be made available at the Courthouse.

7. Public Participation

None.

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

Vice Mayor Shimoni stated the CJCC group subcommittee met that day and had a great discussion. He recognized the dispatch team and their great work with the diversion group to TERROS from the Police Department. He reminded the community to stay safe with COVID rising. He stated the public meet and greet for Police Chief finalists was later that week.

Councilmember Aslan stated he was replacing the Mayor on the Coconino Plateau Water Advisory Council as the Chair. He would like to request a FAIR to have a discussion to formulate a resolution in support of efforts to lobby the incoming Administration to reinstate Bears Ears National Monument to its original dimensions, as proposed by the Bear Ears Inter-tribal Coalition. He gave the background on the monument and the reasons on why he believes that Flagstaff should be involved in the lobbying for the restoration of the monument.

Councilmember McCarthy spoke about the recent Metroplan meeting and acknowledged outgoing Councilmembers and the Mayor.

Councilmember Odegaard provided and update on PSPRS in Yuma. He stated the Yuma County Board of Supervisors issues low-interest bonds to pay off PSPRS and he gave credit to Flagstaff decision.

Councilmember Whelan spoke about the minimum wage change. She stated NACOG gave Flagstaff. $268k for revolving loan fund and that money has not been spent but hopes it can be directed toward small businesses. She thanked everyone.

Councilmember Salas expressed her gratitude to Team Flagstaff for their dedication. She reminded the community to schedule their flu shot.

Mayor Evans spoke about moving forward and thanked everyone. She stated it has been an honor to work with Council and with staff.

9. Adjournment

The Work Session of the Flagstaff City Council held December 8, 2020, adjourned at 9:28 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on December 8, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 15th day of April, 2025

_____

CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 11, 2021
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session of May 11, 2021, to order at 3:01 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember Salas read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY (virtually)	
VICE MAYOR DAGGETT (virtually)	
COUNCILMEMBER ASLAN (virtually)	
COUNCILMEMBER MCCARTHY (virtually)	
COUNCILMEMBER SALAS (virtually)	
COUNCILMEMBER SHIMONI (virtually)	
COUNCILMEMBER SWEET (virtually)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

None.

5. Review of Draft Agenda for the May 18, 2021 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.

None.

6. Proclamation: Teacher Appreciation Week

Mayor Deasy read the proclamation.

7. 2021 Wildland Fire Preparedness Briefing

Wildland Fire Manager Paul Oltrogge, National Weather Service Meteorologist Tony Merriman, Coconino National Forest Deputy Fire Staff Jeremy Human, and Grand Canyon National Park Chief of Fire and Aviation Lucas Minton gave a presentation to Council on local preparedness efforts and planning for the upcoming 2021 wildfire season. The PowerPoint presentation covered the following:

- 2021 Wildland Fire Preparedness
- Partners and Presenters
- 2021 Fire Season Outlook
- Drought Monitor
- 90-Day (May-June-July) Outlook
- Monsoon Season CPC Outlook
- Significant Wildland Fire
- Paul Oltrogge Flagstaff Fire Department
- Greater Flagstaff Treated Areas
- Wildland Fires in City Limits
- Flagstaff Fire Department -- Severity Staffing
- Flagstaff Fire Department -- Response
- Community Outreach
- Jeremy Human USFS Coconino National
- Coconino National Forest
- USFS Fire Fuels and Aviation Programs
- CoVid 19 Fire Response "What's changed?"
- 2021 Prescribed Fire
- Wildland Fire Dispatch
- Lucas Minton Grand Canyon Fire and Aviation
- Aviation Resources
- Fire Aircraft Near Flagstaff
- Questions?

APS North East Division Public Affairs Manager Janet Dean addressed Council to speak about APS's work with fire preparedness and mitigation.

Vice Mayor Daggett asked for elaboration on public outreach related to campfires and if there is any education in schools on how to put out fires and what goes out to the general public. Mr. Oltrogge stated that staff has is working with Discover Flagstaff to get the word out and the plan is to create a short video for public outreach.

Mr. Human added that the Coconino National Forest has applied for and been approved for severity funding. They receive the funding four weeks at a time. The funding for the next four weeks will allow them to extend staffing for local resources as well as bring additional resources ahead of high-risk events.

Economic Vitality Director Heidi Hansen elaborated on the public outreach efforts and stated that there will be a four-page insert in the Arizona Daily Sun on how to "Play and Stay Responsibly" and on fire

safety. They also collaborate with the Arizona Department of Tourism and a sticker created with Sustainability to help promote fire safety to locals and tourists. She added that the messages will also be placed in the local paper for ongoing messaging to locals and that there will be some videos made to promote fire safety.

Councilmember Shimoni expressed his gratitude and his support for the video efforts.

8. Forest Biomass Definitions, Amounts, Markets and Emerging Utilization Efforts

Forest Health Supervisor Neil Chapman gave an update to Mayor and Council on forest restoration-based biomass. School of Earth & Sustainability Biomass Utilization Efforts at NAU Associate Professor Erik Nielsen spoke to Mayor and Council regarding the NAU Climate Action Heating Options, the Preliminary NAU Heating Analysis, carbon neutrality, air quality, and opportunities and challenges. Flagstaff Water Group Member Robert Vance spoke about the safe disposal of sewage sludge. Their PowerPoint presentation covered the following:

- 2021 Report on Forest Restoration Biomass Products
- Biomass Discussion
- 140 Years of Fire Suppression Based on Forest Management
- Biomass 101
- Slash and Pulp Wood Pile
- Needles and Branches
- Current Biomass Markets
- Why does it matter?
- Cinder Lake Landfill
- Northern Arizona University
- NAU Climate Action Heating Options
- Preliminary NAU Hearing Analysis
- Carbon Neutral? It's complicated
- Air Quality -- biomass plant v. pile burn
- Opportunities and Challenges
- Flagstaff Water Group
- Flagstaff's Present Sludge Disposal System
- Present Sludge Disposal System Risks
- Increased Scrutiny may be imminent
- A Potential Solution for Flagstaff: Burn Sludge as a low fraction co-fuel with wood
- Thank you

Mayor Deasy asked Dr. Nielsen if there was any possibility to partner with NAU on using bio sludge for biofuel at NAU. Mr. Nielsen stated that they are working with the energy team and that it is a possibility.

Councilmember Aslan expressed his support of bio energy and addressed the criticisms of the discussion and asked for the presenters to expand on how this project is good for Flagstaff and how the energy providers in the area could work with this project. Mr. Chapman stated that he has spoken to the Sierra Club and that if the forest were healthy, this would not be a discussion, but that he does not hear a solution on removing the material from the woods from others. Dr. Nielsen added that the conversation about biomass is complicated, but that he feels this is the right way to go. Mr. Chapman added that the utility partners are good partners but that the utilities need some direction from the legislature. He offered to send some additional information on the political environment. Dr. Nielsen added that utilizing biomass for just energy production is very expensive and the Corporation Commission would need to require it in order to change.

Vice Mayor Daggett asked if there is any danger of pests being spread with these kinds of efforts. Mr. Chapman stated that the current market does not cause any concerns, but if there are exports or crossing state lines, then efforts would be made to mitigate pests.

Council took a ten-minute break from 4:35 p.m. through 4:45 p.m

9. Carbon Dioxide Removal Information and Discussion

Sustainability Director Nicole Antonopoulos introduced Climate and Energy Coordinator Ramon Alatorre who gave a presentation to Mayor and Council to provide baseline information about carbon dioxide removal (CDR). Their presentation covered the following:

- Carbon Dioxide Removal
- What is Carbon Dioxide Removal (CDR)
- Carbon Dioxide Removal
- Biological and Nature-Based CDR
- Geological CDR (and Storage)
- Technological CDR
- Biology + Technology +Georlogy
- Biology + Technology: Biochar
- Agenda Review
- Why Carbon Dioxide Removal -- Global
- Leadership Required
- Why Carbon Dioxide Removal -- Flagstaff
- Agenda Review
- Examples of Corporate Leadership
- Federal Incentives and Investments
- Example of Foundation Leadership
- Agenda Review
- Example of Local Government CDR
- What's Next
- Thank you

Councilmember Aslan asked how long before that stored carbon could be extracted as fuel and stated he thought it could be measured in geologic scale. He spoke about the 2030 carbon neutrality plan and added that this is a conversation that really should have started at least 20 years ago and that he is happy to see Flagstaff as an early adopter of carbon neutrality. He added that it will take a global effort and that Flagstaff can do their part. He stated that he hopes that the business community will come along.

Councilmember McCarthy stated that while our community cannot solve the problem, it can be a part of the solution.

Councilmember Sweet stated that all facets of the community need to be on board with this and asked if the Flagstaff business community have committed to carbon neutrality. Ms. Antonopoulos stated that staff has been working with the Chamber of Commerce and they hope to conduct a survey of Chamber members as well as getting the word out to them. She added that Nestle Purina has commitments to green energy.

10. Proposed amendment to the Zoning Code to modify the existing Accessory Dwelling Unit (ADU) and accessory structure requirements (Case No. PZ-21-00066)

Zoning Code Manager Dan Symer gave a presentation to Mayor and Council on updates to the Zoning Code on Accessory Dwelling Unit and Accessory Structure Encroachments Requirements. The PowerPoint presentation covered the following:

- Objectives
- Proposed Zoning Code Text Amendment
  - Purpose
  - Questions for Consideration
- Types of Accessory Dwelling Units
- Proposed Zoning Code Text Amendment
  - Overview of Proposed Amendment
  - Discussion Topic
  - Provisions
  - Restrictive Covenant

- Potential Benefits
- Potential Drawbacks
- Potential Solution
- Questions for Consideration

Tyler Denham addressed Council and stated that he is in support of removing as many barriers against ADUs as possible.

Charlie Silver submitted written comments in opposition to the amendments.

Antoinette Beiser submitted written comments in opposition to allowing primary and accessory dwellings being rented out.

Councilmember McCarthy stated he looks at ADUs through the lens of affordable housing and that there needs to be a restriction on short-term rentals. He asked Mr. Symer to address why staff recommended a minimum of 30 days of rentals. Mr. Symer addressed that anything over 30 days is considered a long-term rental. Councilmember McCarthy commented that he does not see two units on one water meter as a big problem and he added that he is concerned about setbacks, especially with potential ADUs next to each other and with windows facing each other if they are only five feet apart. He also asked Mr. Symer if there is a maximum ratio of land that can be used for structures and if there is a potential of structures taking up 90% of the lot. Mr. Symer spoke about the zoning code of residential zones that have lot coverage requirements and explained that ADUs are not covered, but that there is a restriction on the size of the ADUs. Mr. Symer also addressed Councilmember McCarthy's window suggestion and stated that he would need to check with Fire and Building Officials about that.

Councilmember Shimoni stated that he is excited and that he loves ADUs for affordable housing. He also addressed the line of sight that Councilmember McCarthy brought up and stated that he does not see it as a large issue.

Councilmember Sweet stated that she had a positive experience with owning an ADU and asked how to monitor an ADU to ensure that it is not a vacation rental. Mr. Symer stated that it is easier with the current software the City owns to track short-term rentals. It is a complaint-based system, but STRs are required to get licenses in the City of Flagstaff.

Vice Mayor Daggett stated that she is a supporter of ADUs. She stated that she would allow the owner of the buildings to rent both dwellings, precluding STRs. She added that one meter is a positive thing since an additional meter would run about $13,000.

City Manager Clifton spoke about the contracted service, Lodging Revs, to provide short-term rental inventory and compliance.

Mayor Deasy asked about the 16-feet height limit and if it prevents dwellings above garages. Mr. Symer stated that the current restriction on garages is 16-feet for the setback. They can go to 24-feet if it is detached or if it is attached, they can go to what the zone allows. Mr. Symer stated that this is less restrictive for the owner. Mayor Deasy stated that he is not concerned about the water meter but he is concerned about the 30-day maximum for short-term rentals. Mr. Symer stated that 30-days is standard and that the tax structure turns with 30-day rentals. Mayor Deasy would not like to restrict windows in regard to setbacks.

11. Update/Discussion on the City of Flagstaff Downtown Library ADA Entrance Project

Project Manager Jeremy DeGeyter gave a presentation to Mayor and Council on the updates to the Flagstaff Downtown Library ADA Entrance project. The PowerPoint presentation covered the following:

- Project Background and History
- Final Concepts
- Alternatives Under Consideration

- Next Steps
- Preliminary Art Concept

Charlie Silver submitted written comments in support of Concept 2 with Memorial Tree.

Mayor Deasy expressed his support for Concept 2, particularly for preserving the memorial tree and placing it over the parking area, without the need for stairs.

Councilmember Aslan also supported Concept 2, valuing the memorial tree's placement and the plaza, and expressed his appreciation for the design approach.

Councilmember Shimoni supported Concept 2 and Universal Design, emphasizing the importance of preserving the memorial tree.

Councilmember McCarthy agreed with Concept 2 but suggested adding stairs over the switchback, ensuring they don't lead into the plaza. He also advocated for saving both the memorial and Ash trees.

Mr. DeGeyter clarified that the location of the memorial tree in Concept 2 could vary and that stairs would have a handrail or wall to prevent cut-throughs.

Councilmember Sweet loved the front porch concept and supported Concept 2, with the memorial tree staying in place.

Vice Mayor Daggett liked Concept 2 and the trees over parking but was not fond of the stairs, seeking clarification on the parking design.

Councilmember Aslan proposed adding an interpretive timeline on the ramps, showcasing the site's history, including Flagstaff and the Buffalo Soldiers.

Mayor Deasy clarified that if the memorial tree was moved, it would need to be replaced.

Councilmember Sweet expressed a desire to keep the Ash tree.

Councilmember Shimoni supported Concept 2 without stairs and liked the timeline idea on the ramps.

Councilmember McCarthy emphasized landscaping over stairs and thanked everyone for considering that option.

Beautification Project Administrator Jana Weldon presented the preliminary art concept, highlighting Maria Salenger's recommendation.

Vice Mayor Daggett asked about sculptures interfering with railings, and Ms. Weldon clarified they would be offset to avoid blocking the railing.

Councilmember McCarthy liked the art concept but suggested incorporating other tribal languages, such as Hopi, and ensuring safety for the visually impaired. He proposed attaching the artwork to posts in the landscaping instead of handrails.

City Manager Clifton inquired about safety concerns with the sculptures, and Ms. Weldon confirmed safety was being addressed with the artist.

Vice Mayor Daggett and Mayor Deasy both expressed their support for the art concept.

Councilmember McCarthy reiterated his preference for attaching the artwork to posts instead of handrails.

Councilmember Shimoni loved the design and supported representing additional tribes in the artwork.

Councilmember Sweet praised the design and thanked everyone involved, expressing her support for

attaching the art to posts rather than handrails.

Economic Vitality Director Hansen addressed the artwork on the sidewalk by Aspen or moving it to a higher handrail. Ms. Weldon stated that it could not be done because of a safety issue since it is not over landscaping.

12. Public Participation

None.

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

Councilmember Salas stated that there is a joint meeting on the Museum Fire Flood Control District coming up. She wanted to know how the City is participating in the meeting. Public Affairs Director Jessica Drum replied that the meeting is a targeted neighborhood meeting similar to the meetings held in 2019 and will address the remaining flood risk in the area. The meeting will contain presentations on flood mitigation efforts from the County and the City. There will not be presentations by elected officials except a brief introduction by Mayor Deasy. There will also be a series of "on the street" meetings with the County.

Councilmember McCarthy spoke about MetroPlan and added that the Executive Director Jeff Meilbeck is moving to Colorado and he will work remotely for the next year.

Councilmember Aslan stated that he liked the library public art concept. He also spoke about meeting with Senator Mark Kelly about the Museum Fire and Forest Health.

Vice Mayor Daggett addressed vaccinations and spoke about the vaccination sites. She encouraged residents to get their vaccine.

Mayor Deasy also encouraged people to get vaccinated. He also spoke about the meeting with Senator Kelly.

14. Adjournment

The Work Session of the Flagstaff City Council held May 11, 2021, adjourned at 7:34 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, DECEMBER 14, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session of the Flagstaff City Council held December 14, 2021, to order at 3:02 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR DAGGETT (virtually)	
COUNCILMEMBER ASLAN (virtually)	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI -- arrived at 3:07 p.m.	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the Mission Statement of the City of Flagstaff, and Councilmember Salas read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Terry Madeskza addressed Council to express her gratitude for the partnership with the City for holiday celebrations and spoke about upcoming events downtown.

Dawn Rodriguez addressed Council regarding flooding issues and about box bridges.

5. Flagstaff Pulliam Airport Parking Lot Beautification Project Design

Beautification, Arts and Sciences Manager Jana Weldon provided a presentation that covered the following:

- Airport Parking: Art Design
- Agenda
- Project Background
- Procurement Background
- Artist Selection
- Artist Selection: Past Work
- Community Focus Group Participation
- BPAC Recommend Art Concept
- Community Stakeholders are currently vetting text
- Art Concept Name
- Safety Review
- Response and Discussion

Councilmember Sweet, who is the Council liaison to the Beautification and Public Arts Commission, spoke about the Commission's work with this project.

Vice Mayor Daggett asked if the text in the presentation exists with the artwork. Ms. Weldon stated that the text would be present in the medallions. Vice Mayor Daggett expressed her gratitude to BPAC.

Councilmember McCarthy suggested creating a one-page handout for people at the airport who would like to learn more about the history of Flagstaff and the artwork. Ms. Weldon stated that Economic Vitality is looking at creating a color brochure that would be housed at the airport.

Councilmember Shimoni expressed his appreciation of the project and the approach. He asked about the medallions and the text. Ms. Weldon stated that the text is still being vetted and is not finished. Councilmember Shimoni added that he would like to see the Indigenous Commission included in projects like this in the future. He also asked if anyone who was Hopi participated. Ms. Weldon stated that the artist was in contact with a Hopi artist. Councilmember Shimoni suggested posters to promote the art at the airport and to put QR codes on the brochure. Economic Vitality Director Heidi Hansen stated that Discover Flagstaff has taken over the airport marketing and that they will have an installation at the airport to promote the Coconino Walk that will have QR codes available. Councilmember Shimoni asked if there will be an informational piece outside with the walk. Ms. Hansen answered that there will be an installation in the terminal as well.

Councilmember Aslan expressed his excitement as well. He suggested that he would like to see an augmented reality addition associated with this project. He also asked if there would be any artwork

added to the sheep tunnel and if the artist vision could be considered in that spot as well.

Councilmember Salas expressed her gratitude.

6. Federal and State Legislative Priorities Update

Public Affairs Director Sarah Langley, State Lobbyist Todd Madeskza, and Federal Lobbyist Bob Holmes provided a PowerPoint presentation that covered the following:

- Agenda
- Intergovernmental Affairs Program
- Federal Landscape
- Proposed Federal Legislative Priorities
- Economy
- Rio de Flag Flood Control Project
- Transportation and Infrastructure
- Infrastructure Investment and Jobs Act (IIJA)
- Water Infrastructure
- Rural Broadband
- Flagstaff Pulliam Airport
- Amtrack
- Community/Social Infrastructure
- Affordable Housing
- Immigration Reform
- Veterans
- Gun Violence
- Census
- Environment
- Grand Canyon Protection
- Uranium Transport Standard
- Forest Health
- Carbon Fee & Dividend Legislation
- Environmental Funding and Partnership
- Endangered Species Act

Vice Mayor Daggett emphasized the need to focus on affordable housing, particularly in areas the City has declared emergencies, such as climate and housing. She also mentioned the low number of housing vouchers for veterans and expressed a desire to increase them.

Councilmember Shimoni called for a greater emphasis on affordable housing and support for LIHTC, as well as more funding and attention to multi-modal transportation.

Mayor Deasy agreed that multi-modal transportation should be a major priority.

Councilmember Salas suggested adding a focus on economic development support, specifically in workforce development, apprenticeship, and training, potentially through the IIJA.

Mayor Deasy noted that Carbon Fee & Dividend Legislation was too narrow and should be a subcategory. He also inquired about Early Childhood Education and its future in local municipalities, with Mr. Holmes mentioning its inclusion in the Build Back Better plan and potential local matching funds if the state doesn't provide them.

Councilmember Shimoni highlighted the importance of partnerships with tribal communities and asked about federal advocacy to strengthen these connections, noting a $12 billion funding opportunity in the IIJA for counties.

Councilmember Aslan suggested incorporating the Carbon Fee Dividend under a broader category and raising the issue of voting rights in the City's lobbying efforts.

Councilmember McCarthy supported the overall priorities, particularly around voting rights.

Mayor Deasy confirmed that voting rights were already part of the state legislative priorities and suggested including them in federal priorities if needed.

- State Landscape

Mr. Madeskza discussed the timing of the legislative session, noting that 2022 is an election year with the governor's race and several state elections. Many are pushing their key issues to the forefront, and next week there will be a hearing focused on the 2020 election. The legislative margins are tight, with about a third of legislators being new, and polarized, hyper-partisan attitudes are complicating the process. Additionally, unexpected revenue of $2 billion will lead to debates on how to allocate it, which will delay the session. Issues like tax cuts, a court decision on budget bills, water legislation, and election-related bills will have lasting policy implications.

Councilmember Shimoni asked about major topics candidates will focus on, to which Mr. Madeskza mentioned elections, voter fraud accusations, and hyper-partisanship. There is also buzz around short-term rentals (STRs), with discussions about their impact on the housing market and communities, particularly "party houses."

Councilmember McCarthy highlighted that the Council unanimously agrees on the housing problem and asked if the legislature recognizes housing as a statewide issue. Mr. Madeskza confirmed that the rest of the state is beginning to realize housing is a significant concern.

- Proposed State Legislative Priorities
- Preserve Local Decision-Making
- State Shared Revenues
- Short-Term Rentals

Councilmember McCarthy inquired about tax implications for second homeowners and whether the City could provide a tax advantage for primary residences. Mr. Madeskza explained that addressing this would require a major rewrite at the state level. He mentioned that county assessors are proposing a bill to introduce additional taxes for people owning two homes, and that it would be a multi-year process. He recommended keeping an eye on it and potentially starting a more formal process.

- Forest Health
- Transportation
- Affordable Housing
- Rural Broadband
- Criminal Justice Reform & Diversion Programs
- Arizona Corporation Commission
- Environmental Funding and Partnership
- Elections
- Tourism

Mayor Deasy emphasized that inclusion and requiring affordable housing in new developments should be a priority. He also raised concerns about state-level rules that could hinder climate action and adaptation, and about a cap on school district spending, which could result in FUSD losing $12 million unless the state intervenes. Mr. Madeskza suggested supporting school districts by lending the City's voice.

Councilmember McCarthy asked about redistricting, and Mr. Madeskza noted that it's a political, not policy, process.

Councilmember Shimoni discussed state-level LIHTC funding for affordable housing developers, and Mr. Madeskza offered to help get involved in the discussion. Shimoni also advocated for reducing partisanship in the legislature and suggested Flagstaff support inclusionary housing and voting rights.

Councilmember McCarthy strongly supported Shimoni's stance on reducing partisanship.

Councilmember Salas expressed her gratitude and suggested adding workforce development, including job training and apprenticeship programs, to the City's priorities.

Vice Mayor Daggett echoed concerns about local control, particularly around affordable housing and short-term rentals (STRs). She called for more tools to create affordable housing, such as inclusionary zoning, and emphasized strengthening relationships to push for legislative changes.

Councilmember Shimoni supported Councilmember Salas's comments on workforce development.

Councilmember Aslan expressed support for the ideas discussed and mentioned the importance of the Arizona Corporation Commission, dark skies initiatives, and public education funding.

Council took a break from 4:58 p.m. through 5:18 p.m.

7. Southside Character Overlay Zone - Citizen Petition

Zoning Code Manager Dan Symer and Neighborhood Planner/Historic Preservation Officer Mark Reavis provided a presentation that covered the following:

- Southside Character Overly -- Citizen Petition Request
- Purpose of Work Session
- City Council Questions
- Location
- Background
- Southside Community Plan
- Regional Plan
- Southside Community Plan
- Southside Subareas
- Why Now?
- Objectives
- Enactment
- Initiation
- Recommended Work Plan Priorities
- Questions to Consider

Mayor Deasy asked if there is anything in the character overlay that is fundamentally different than what is in the Southside Community Plan. Mr. Reavis stated that it fits in with the southside plan and the values they have there for the design standards.

Councilmember Salas asked if there was any feedback from the Southside Community Association. Mr. Reavis stated that the association has endorsed the overlay.

Councilmember McCarthy asked about the implications for future development. Mr. Reavis stated that the direction would be to preserve the one to one and half stories.

Vice Mayor Daggett asked if it was a matter of timing. Mr. Symer stated that the questions are two-part and that staff would have to come back with information to initiate the required applications and that the overlay would be a part of the Southside Community Plan implementations.

Councilmember Shimoni stated that this is a difficult question especially when considering sustainability, but that he is supportive of the neighborhood. Mr. Reavis addressed sustainability for Councilmember Shimoni. He spoke about how intact neighborhoods are good for sustainability and referenced a good source on the subject.

Mayor Deasy asked about the support of 51% of property owners. Mr. Symer stated that there is one vote per lot. Staff cannot proceed without that support.

Councilmember McCarthy asked about the map and if the other areas are anticipated to also want an overlay. Mr. Symer addressed this question by talking about the Southside plan and the historic preservation elements. There will be a whole new zoning in this area specific to the Southside.

Council supported both initiating the required applications to create the proposed character overlay and they supported including the character overlay in the scope of services.

Mr. Symer summarized that staff will initiate the required applications and if they get enough support, they will over forward with the Character Overly.

8. Transportation Commission Findings regarding the recommended status of Woody Way

Traffic Engineer Jeff Bauman and Chair of the Transportation Commission Julie Leid provided a presentation that covered the following:

- Woody Way Gate
- Vicinity Map
- Presidio Development Agreement
- Presidio Current Agreement
- Citizen Petitions
- Cut Through Analysis
- What to do with Woody Way?
- Transportation Commission Recommendation
- Mitigation Considerations
- Summary of Mitigation Proposal

Councilmember McCarthy inquired about the crosswalks and the two other intersections, which Mr. Bauman clarified would be at both ends of Woody Way. Councilmember McCarthy also expressed confusion about the suggestion to remove all parking on Woody Way, to which Mr. Bauman explained that while traffic volumes should remain unchanged, the public has repeatedly requested it.

Vice Mayor Daggett asked if other neighborhoods experience similar through traffic volumes. Mr. Bauman confirmed that University Avenue has two to three times the traffic volume, Linda Vista has four to five times, and Mount Pleasant has slightly less but concerns about speed. While 900 vehicles per day is higher than ideal for residential streets, many roads have more.

Vice Mayor Daggett also raised concerns about raised crosswalks and snowplowing, to which Mr. Bauman confirmed that Public Works is willing to install them, though they would slow emergency and public works vehicles. She asked if other treatments, like school zones, could further reduce speed, but Mr. Bauman clarified that school zones have strict criteria, and raised crossings would be the focus for addressing speeding.

Councilmember Shimoni asked about the cut-through traffic volume in La Plaza Vieja, to which Mr. Bauman replied that no study has been conducted there, though traffic on Clay Avenue is much higher.

Public Participation:

- Brian Lee Wilson
- Cynthia Daiker, resident of Presidio
- Kim Tittelbaugh, on behalf of the presidio Homeowners Association
- Andrew P
- Mike

Comments included:

- Supporting the recommendations from the Transportation Commission
- Supporting raised crosswalks
- Increasing accessibility
- Some concerns of false senses of security with the gates
- opposed to having Woody Way open

Mayor Deasy asked how many parking spots are on Woody Way. Mr. Bauman stated there are ten

spots.

Councilmember McCarthy stated there are often two trucks parked there, but he has never seen more than two vehicles parked on the street.

Councilmember Aslan stated that he is open to closing the gate. The research is very helpful.

Councilmember Shimoni thanked staff and the commission, noting his perspective on parking had changed. He also asked Mr. Bauman about extending the curb and traffic circles. Mr. Bauman explained that traffic circles were not recommended due to the need for very small ones.

Councilmember McCarthy recalled that 15 years ago, the Council decided to open Woody Mountain Way after construction, which influenced homebuyers in the Presidio neighborhood. He emphasized that the streets were not closed in La Plaza Vieja despite cut-through traffic, and roundabouts were added to manage traffic flow. He supported the Transportation Commission's recommendations, particularly raised walkways to slow traffic.

Councilmember Salas expressed her gratitude to the Transportation Commission and staff and supported all recommendations, emphasizing that Woody Way is a public roadway.

Councilmember Sweet thanked Councilmember McCarthy for providing historical context and expressed support for the recommendations, requesting updates as needed.

Vice Mayor Daggett inquired if there was a breakdown of traffic counts on both roads, and Mr. Bauman provided additional data. Vice Mayor Daggett asked whether the current design would be approved if Boulder Point and Presidio were proposed today and whether multiple connections would be preferable. Vice Mayor Daggett supported the Transportation Commission's recommendations and also requested updates.

Mayor Deasy expressed concerns that closing the route would bring the issue back to Council but supported the Transportation Commission's recommendations, including placing boulders in front of homes.

Councilmember Aslan appreciated the Transportation Commission's input and suggested that if parking is removed, it should be in the curves and allowed in the middle of the space as a mitigation measure. He also proposed reviewing the code to ensure meaningful action.

9. Public Participation

None.

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

Councilmember Salas stated that later that week was the Sunnyside Holiday Cookies Festival.

Councilmember Sweet wished everyone Happy Holidays.

Mayor Deasy stated he had a good discussion with the Army Corps of Engineers and BNSF.

Councilmember Shimoni stated that he is joining Streets Director Sam Beckett for a plow ride along soon. He also stated he met with President Cruz regarding housing on campus, minimum wage, and other topics. He is excited for NAU's future.

11. Adjournment

The Work Session of the Flagstaff City Council held December 14, 2021, adjourned at 7:17 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, FEBRUARY 8, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the meeting of the Flagstaff City Council held February 8, 2022, to order at 3:01 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY (virtual)	
VICE MAYOR DAGGETT (virtual)	
COUNCILMEMBER ASLAN (virtual)	
COUNCILMEMBER MCCARTHY (virtual)	
COUNCILMEMBER SALAS (virtual)	
COUNCILMEMBER SHIMONI (virtual)	
COUNCILMEMBER SWEET (virtual)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff, and Vice Mayor Daggett read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Dawn Rodriguez addressed Council regarding City employees and that they need positive workers and stated that she had bad experiences with certain employees. She spoke about her experiences with the Museum Flood.

5. Review of Draft Agenda for the February 15, 2022 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.

Councilmember Salas asked staff if there is an opportunity for a work session before the housing plan is approved rather than discussed and approved in one meeting. City Manager Clifton clarified the question and stated that he does not see any problems with changing the schedule to add a work session before the approval in a regular meeting. Mayor Deasy suggested keeping it on the agenda at this time and if it needs more discussion, the item can be postponed. Councilmember Shimoni stated that Councilmember Salas is asking to push back the approval for the adoption of the plan three weeks and adding in a discussion at the next work session. Councilmember Salas stated that she would like to have a robust Council discussion on the item and that the agenda next week is packed, so she does not want the discussion shortened or done in haste due to the full agenda. City Manager Clifton stated that the path he sees going forward is to keep it on the agenda for next week and that Council could ask for a continuance on the item if they do not feel that it is fully discussed. Councilmember Shimoni expressed support for City Manager Clifton's approach. Mayor Deasy stated that any agenda item can have a motion for continuance by any Councilmember.

6. State Legislative Update

Public Affair Director Sarah Langley and State Lobbyist Todd Madeksza gave a presentation to update Mayor and Council on several bills that are relevant to the City Council's 2022 legislative priorities and on bills that could potentially impact the City. Their presentation covered the following:

- Oppose Recommendation
- HB2316: Misconduct involving weapons; public places
- HB2453/SB1298: Governmental entities; mask requirement; prohibition
- HB2674: Municipal zoning; by-right housing
- HB2375: Urban revenue sharing; public safety
- Support Recommendation
- SB1270: State parks; lottery; heritage fund
- HB2663: Short-term rentals; vacation rentals; licensing
- HB2125: Electronic smoking devices; retail licensing
- Support letter for HB2396

Councilmember Salas stated that on HB2396, which has been approved by the House, may face opposition in the Appropriations Committee. She noted that the chairperson of the Appropriations Committee is seeking to limit transportation projects to state highways, excluding local roads, and emphasized the need for lobbying. The bill is supported by ten Metropolitan Transportation Commissions.

Vice Mayor Daggett expressed support for the recommendations and also highlighted the need for

legislation on affordable housing, stressing that cities should not be limited in their spending.

Mayor Deasy asked about HB2663 and its bipartisan nature. Mr. Madeszka confirmed that short-term rental (STR) legislation has gained bipartisan support and that the bill related to STRs is likely to see bipartisan backing. City Manager Clifton expressed concern over a bill that would preempt local land-use authority, stripping cities of their ability to regulate zoning, a move supported by the building industry. Mr. Madeszka indicated that while the bill has been pulled from the agenda, it still has potential to cause significant issues.

Mayor Deasy also inquired about HB2453/SB1298, with Mr. Madeszka mentioning the challenges local governments face in gaining authority, noting the majority of the legislature's opposition.

Councilmember Shimoni expressed concern over HB2674 and asked about the League of Arizona Cities and Towns' stance. Mr. Madeszka explained that the League is highly effective in lobbying, though it is balancing various priorities this session. He emphasized that the League and other Republican-leaning cities oppose HB2674. Councilmember Shimoni also inquired about adding support for a bill that completes funding for Downtown Connection Center, which has already been signed in support.

Mr. Madeszka provided a procedural update on the legislative process, explaining that bills will be more refined after a week, with greater clarity on which bills are likely to move forward. Weekly updates will be provided to Council, and the League holds a call every Monday to focus lobbying efforts.

Councilmember McCarthy expressed support for both recommendations, and Councilmember Sweet and Mayor Deasy also expressed full support.

Councilmember Salas sought staff approval to support HB2157, which allocates ARPA funding for home and community-based services, particularly for group homes. Ms. Langley will review the bill further.

Council took a break from 3:52 p.m. through 4:00 p.m.

7. Discussion of Charter Amendments and Process

City Clerk Stacy Saltzburg provided a PowerPoint presentation on Charter Amendments and the process. Her presentation provided the following:

- What is a City Charter?
- Process for Charter Amendments
- Possible Amendments
- Staff Recommendations

Councilmember McCarthy asked why the proposed action was being considered for 2023 and whether it could be done in a 2022 special election, like in August. City Manager Clifton responded that it would be difficult to manage within the current timeline due to the heavy workload. The Citizen Bond Committee is meeting weekly, with staff meetings three to four times a week to prepare, which is very consuming. Recommendations will come to the Council by June, after which priorities will shift. Mr. Clifton suggested that having charter amendments in off years might be more practical, as revisiting the proposed revisions will be a long and thoughtful process requiring significant effort.

Public Participants:

Chris Rudkowski, Voter Choice Arizona, addressed Council in support of Ranked Choice Voting. He asked that it be considered for the charter amendments.

Kathy Knecht, Voter Choice Arizona, addressed Council in support of Ranked Choice Voting. She expanded on Mr. Rudkowski's comments and asked that ranked choice voting be considered for the charter amendments.

Gary Robbins submitted written comments in support of Ranked Choice Voting.

- Charter Review Committee?
- When do you want to see the election?
- Priorities?

Mayor Deasy proposed that the charter amendment efforts should be separate from the general election, suggesting a committee be formed, initially internal, with the possibility of a citizen committee if Ranked Choice Voting (RCV) is included to ensure public discourse. He recommended preparing for a special election in November 2023 with priorities on RCV, signature requirements, procurement processes, and personnel rules.

Vice Mayor Daggett agreed with an internal committee but suggested that the Council discuss RCV before deciding on the next steps. She was comfortable with the items listed and emphasized the need to align the charter with state statutes.
Councilmember Shimoni supported the special election and the internal charter committee, expressing interest in lowering signature requirements and discussing RCV. He opposed term limits and mayoral term discussions but supported examining leadership structure.
Councilmember McCarthy also agreed with a special election in 2023 and an internal committee, with RCV potentially requiring an external committee. He supported lowering signature requirements and revisiting the residency rule. He opposed some items like ordinances being finalized on the first read and expressed an open mind about administrative changes.

Councilmember Sweet raised a question about voter turnout in special elections, with staff noting that turnout tends to be lower in off years, but they would provide data later.

Councilmember Aslan supported the special election and noted that while the signature threshold might seem high, it ensures meaningful conversations during the signature collection process. He raised concerns about the language in item 24 potentially being preempted by state law.

Councilmember Salas expressed support for convening a charter review committee and looked forward to more community engagement.
Ms. Saltzburg acknowledged the group's feedback and emphasized that legal staff would provide recommendations. Mayor Deasy suggested reducing the signature requirement to 1,000, citing the state's largest requirement in Arizona. City Manager Clifton agreed that an outside committee was needed for RCV and proposed further discussions in an executive session.

Vice Mayor Daggett agreed that if RCV were included, an outside committee would be necessary, but she was not yet ready to decide on an external task force. She supported an internal committee for the other items.

Staff raised the issue of previous difficulty in forming a committee, but there was hope for more interest given the Council's discussion.

8. Public Participation

None.

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

Councilmember Salas spoke about HB2396. She requested a FAIR item update regarding Business One Stop Shop. She also requested a FAIR item on economic development.

Councilmember Shimoni expressed thanks to staff for the Budget Retreat. He stated that the Lone Tree Overpass site visit was happening later that week. He also spoke about the Coconino County COVID update and that numbers are starting to come down.

Councilmember Aslan mentioned that he will not be able to join group for Lone Tree Overpass tour. He stated that he would be at the meeting for wastewater management. He stated it was time to start having a conversation on how to move back through COVID restrictions.

Mayor Deasy stated that there is a formal COVID discussion forthcoming. He stated a FAIR request to create a real only dig once policy. He would like any utility that digs a hole, allow other utilities to work in that section.

City Manager Clifton stated that Deputy City Manager Shawn Dille will be the new City Manager in Sahuarita. Mr. Clifton congratulated him and wished Mr. Dille well.

10. Adjournment

The Work Session of the Flagstaff City Council held February 8, 2022, adjourned at 5:17 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, FEBRUARY 22, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the meeting of the Flagstaff City Council held February 22, 2022, to order at 3:02 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY (virtual) VICE MAYOR DAGGETT (virtual) COUNCILMEMBER ASLAN COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS (virtual) COUNCILMEMBER SHIMONI COUNCILMEMBER SWEET (virtual)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Salas read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

None.

5. Review of Draft Agenda for the March 1, 2022 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.

None.

6. Museum Flood Project Updates

Public Works Director Scott Overton, Public Affairs Director Sarah Langley, Stormwater Manager Ed Schenk, Streets Director Sam Beckett, Project Managers Julie Leid, Christopher Tressler, and Christine Cameron provided a presentation that covered the following:

- Agenda
- Flood Cleanup -- City Work Order
- Flood Cleanup -- Contract
- Flood Cleanup -- Frances Short Pond
- Feasibility Study Update
- Building on the summit
- Build in segments
- Evaluate options
- Long haul effort
- Weekly meetings and shared information

Councilmember Shimoni asked Ms. Leid about the hinge point at the bottom and where it will spill over. Ms. Leid stated that the flooding would be seen further upstream in the system and it would not spill over.

Vice Mayor Daggett asked Ms. Leid if the Fuller Modeling is available to the public. Ms. Leid stated that the updated maps will be available to the public. Mr. Christopher Tessler stated that the County is going through the process now and that they are meeting with people one-on-one first. They are letting the landowners know first and then they will let the public at large know.

Vice Mayor Daggett asked about the feasibility study and if it would be available to the public. Ms. Leid stated that it is currently released to City Staff and Mr. Overton stated that staff is working with legal and risk to see what their requirements are to release the document. He will ensure that staff is as transparent as the legal limit allows. City Attorney Sterling Solomon stated that legal staff has the document at the top of their priority list.

Vice Mayor Daggett asked about the pinch point at Route 66 and how far up stream the water would back up. Ms. Leid stated that it is a complex model that is not yet complete and that she does not know at this time, but more detention basins upstream will assist.

Councilmember Aslan asked about the Killip Basin and if it is not being used for water detention, will it

be used for park space. Mr. Overton stated that the FUSD IGA allows the capacity to contain 11-acre-feet of water which will slowly dissipate into the already existing detention on Third Street. The fields will be seeded, but until staff can see the water basin patterns with stabilization, putting down artificial turf does not make sense. Staff will be working to ensure that the fields are usable.

Councilmember Aslan asked about the flow rate. Ms. Leid stated that city code requires that all basins must drain within 36 hours to prevent water-born disease.

Mr. Overton spoke about connecting the feasibility study with the mid-term solutions plan.

Councilmember Shimoni spoke to increased communication and suggested a bilingual video.

Gary Miller spoke about flood walls. Mr. Miller is an individual property owner concerned about flood mitigation and not something Staff has prepared plans and how-to guides to prepare flood walls.

Mr. Tessler gave an update on the Park Sediment Basins up street of Linda Vista.

Vice Mayor Daggett asked about a no adverse impact standard and if City and County projects are looking for that standard as well. Mr. Tessler stated the County brings in a third-party to review for an analysis for adverse effects. Vice Mayor Daggett asked about projects upstream of Grandview and if they are included in the modeling so there is a sense of how that effects residents who are downstream of the Linda Vista Culvert. Mr. Tessler responded that all the modeling has not been completed yet but as they move forward with more robust flood mitigation measures the significant infrastructure that is in place and how that effects the residents.

Mr. Overton stated that staff wants to be sincere and will not be able to design their way out of all storm events.

- Cedar to Dortha Channel Improvements
- Killip Detention Basins
- Killip Inlet at Ponderosa Park

Mayor Deasy asked Mr. Overton if there is a possibility to put in a half-pipe. Mr. Overton stated that Assistant Parks and Recreation Director Amy Hagin and her staff have put out some ideas that might make sense and the half-pipe is a cool possibility.

- Siren System

Councilmember Shimoni asked about the community's response. Mr. Beckett stated that he has not heard any feedback and Ms. Langley reported that she has not heard any feedback either, however it was a highly requested item.

Mayor Deasy stated that he has heard positive feedback from several residents on this option.

- South Mount Elden Updates

Councilmember Shimoni asked how this connects to the other plans. Mr. Schenk stated that they connect via plans and modeling. The channel diversion structure is also a tributary to Spruce Wash.

Vice Mayor Daggett asked what LBAR is. Mr. Schenk explained it and how it measures elevation accurately. Vice Mayor Daggett asked about the gas line and where it is. Mr. Schenk addressed the location.

- Communications Update
- 750 page views for the Website so far
- Council Discussion

Public Participation:

Dawn Rodriguez addressed Mayor and Council about her experience with the aftermath of the flooding. She stated that the City refuses to answer simple questions, but that she is seeing a lot of progress and she is confident that people are listening.

Councilmember Shimoni asked Ms. Rodriguez if she feels that the City is on a good track. Ms. Rodriguez stated that she feels that things are better than she expected and the town hall today was a complete 180 from her previous experience. Mayor Deasy stated that Ms. Rodriguez is a big part of keeping the momentum going.

Councilmember Shimoni asked Ms. Langley if it is possible to create a video that talks about what Ms. Leid presented on and the future work of the project. Ms. Langley stated that staff can work on a video like that. She added that staff discussed adding to the newsletter the initial findings of the feasibility study.

Councilmember Shimoni asked Ms. Leid about the modeling if there is anything that the model can tell us about peak flow and at what point will the infrastructure be able to handle anything that is thrown at us. Ms. Leid clarified that the question was about recovery of the watershed and then replied that they have had specialists from University of Arizona address these questions. Mr. Schenk stated that this is not an easily answered question. There was a bit of recovery after the fire in 2019 and what is really difficult in modeling is determining climate conditions. For example, in 2020 there was a lot of tree and ground cover mortality. Mr. Tessler addressed the recovery of the watershed as well and the difficulty of modeling the recovery. Long-term prognosis is that the watershed will be compromised for years.

Vice Mayor Daggett asked Ms. Langley if there were any plans for community meetings. Ms. Langley stated that staff is planning to meet with Coconino County to discuss what the effort would look like for next monsoon season with larger scale community meetings. For flood mitigation, staff feels that the current channels are working well.

Vice Mayor Daggett asked about sandbags and that residents need lead time on them. Mr. Overton stated that the engineering teams talk about it often and are in agreement that the short-term mitigation efforts will need to stay in place. He spoke about the production and the effort for sandbags. Vice Mayor Daggett asked about Spruce Wash behind residences on Grand View and if it is scheduled to be dredged. Mr. Schenk stated that there are a few areas that still need sediment removal. There is not currently a dredge planned and that he does not see any improvements planned since it would not provide much relief at this time.

Vice Mayor Daggett asked about the oversight of contractors and evaluation of effectiveness of mitigation efforts. Mr. Overton explained the oversight and how the contactors are held to the standards. Mr. Tessler asked Vice Mayor if she is referring to long-term or short-term mitigation. Vice Mayor Daggett explained that she is referring to the short-term mitigation occurring now and asked about the process for overseeing all of that and what the County is doing to evaluate the effectiveness. Mr. Tessler stated that different areas have been assigned to different engineering groups and that they evaluate the effectiveness of the mitigations when there is a flooding event. There is City staff and County staff as well as engineering consultants who get out when it is safe and take videos of the mitigation. The work is variable because of the flow of sediment and the work is very dynamic. The work is done by boots on the ground and modeling in conjunction to create more and refined mitigation strategies.

Councilmember McCarthy asked Ms. Leid about the modeling and the assumed flow rate. Ms. Leid stated that they maximize the capacity of the culvert and how much that it can convey. In comparison to what was seen this summer, it was in range. There are no flow gauges out there, but we know that we are pretty close to that. Councilmember McCarthy spoke about the different flow rates in the different areas of the flows. Ms. Leid addressed a question from Councilmember Shimoni about the West Street Wash that connects to First Street. The investment made in the Killip Detention Basin will help that and will allow the water to flow more slowly.

Councilmember Shimoni asked if there might be a decline in flow rate in five or so years. Mr. Bertelsen

referenced the Schultz Fire scar. He addressed the work that is being done and that even with mitigation there will be a long healing process that staff cannot predict what will happen. He added that the interventions being made will be helpful.

Councilmember Shimoni asked Ms. Langley if there could be a shortcut added to the City homepage for Museum Flood Mitigation efforts. Ms. Langley stated that the emergency alert has been reserved for active emergencies and that they will be adding that closer to the summer and that staff will determine a good link area for now. Councilmember Shimoni thanked the City Manager for his work on this. City Manager Clifton stated that the project has been a team effort and has been very collaborative.

7. Public Participation

None.

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

City Manager Greg Clifton addressed Mayor and Council regarding the recruitment and retention issues and the difficulties with staff time regarding Council requests.

Councilmember Shimoni mentioned MetroPlan and welcoming ADOT. He thanked the snowplow operations. He stated the Flagstaff High School Women's Team is in semi-finals. He delved into the Strong Towns movement and suggested everyone watches their YouTube videos. He also shared their upcoming live event. He spoke about the County's COVID-19 update and addressed the NACET campus tour on Monday. He addressed the Water meeting this Friday and congratulated Economic Vitality Director Heidi Hansen for being designated the Interim Deputy City Manager.

Councilmember Salas thanked City and County staff for the snow operations. She added that it is Arizona Beer Week. She requested a FAIR item to bring back the city-owned property on Schultz Pass and to resume the original intent of developing the parcel for work-force housing.

Councilmember McCarthy addressed the State Transportation Board and thanked the Councilmembers who showed up as well as the partners. He stated that he is supportive of Councilmember Salas's FAIR request to have a discussion on the parcel.

Councilmember Aslan mentioned the monthly Coconino Plateau Water Advisory Committee meeting that will be held later that week.

9. Adjournment

The Work Session of the Flagstaff City Council held February 22, 2022, adjourned at 4:50 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MARCH 8, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the meeting of the Flagstaff City Council held March 8, 2022, to order at 3:02 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY VICE MAYOR DAGGETT (virtual) COUNCILMEMBER ASLAN (virtual) COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS COUNCILMEMBER SHIMONI (virtual) COUNCILMEMBER SWEET (virtual)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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.

The Council and audience recited the pledge of allegiance, Vice Mayor Daggett read the Mission Statement of the City of Flagstaff, and Mayor Deasy read the Land Acknowledgement.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Dawn Rodriguez addressed Council asking the city to create a training manual on sandbags and getting direction from trained employees for residents on sandbag placement. She expressed concern about the misuse of sandbags in the neighborhood.

5. Review of Draft Agenda for the March 15, 2022 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.

None.

6. Creative Flagstaff (formerly known as Flagstaff Arts Council) Annual Update

Beautification Arts and Science Manager Eliza Kretzmann introduced Executive Director of Creative Flagstaff Jonathan Stone. Mr. Stone presented the Creative Flagstaff annual update to. Slides included:

- Agenda: Emerging from the Pandemic
- Creative Flagstaff: Founded as a Partnership
- The Pandemic Continues to Affect the Sector
- Stakeholder-Stewards of $90 million in Economic Impact
- Our New Brand
- Creativeflagstaff.org
- Comprehensive Strategic Plan
- FY 22 Action Plan
- Use of BBB funds
- Grantmaking and Creative Flagstaff's relations with the City of Flagstaff's BBB Art & Science Fund
- Grant Programs
- Recent Grantees
- Changes to FY22 GOS Grants -- Currently Open
- Program Highlights
- Dark Sky Arts & Ideas Festival
- Responsive Training/Industry Events
- Digital Resource & Education Center
- Questions
- Recent Grant List

Councilmember Sweet asked what Mr. Stone's plans are for revitalizing First Friday Artwalk after the pandemic. Mr. Stone addressed the challenges that have presented themselves since coming out after the pandemic including businesses not wanting to open up to large groups of people. He added that Creative Flagstaff is working with the Downtown Business Alliance and expects that the warmer months will create more opportunities for the Artwalk. He also added that there will be grant opportunities for it as well for artists to do more creative features.

Mayor Deasy added that he likes the video submissions.

Councilmember Shimoni commented that he was grateful for the zero losses over the pandemic and that he was excited about the storytelling. He asked how equity and diversity were being explored in the strategic plan. Mr. Stone spoke about diversity in board development.

Councilmember Salas asked if there are efforts in engaging regional community partners, STEAM event planners, and the STEM City organization. Mr. Stone spoke about the Arizona State University discussions he has had and that the strategic plan has the intention to incorporate STEM. He added that the organization has supported the STEM City organization previously and hopes to work with them again to incorporate the arts. He also spoke about the festival and incorporating the STEM partners into the festival. Councilmember Salas also asked Mr. Stone to work with staff on the budget ask. She also asked about AARP allocations for aiding non-profits in arts and sciences. City Manager Clifton spoke about the potential of acquiring a facility for STEM that is written in the budget. Councilmember Salas asked who is administering the $150,000 grant and that she hopes that Creative Flagstaff is involved. Community Investment Director David McIntire stated that Economic Vitality staff has been working with the Grants and Contracts department to figure out implementation that adheres to federal standards. Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs added that staff will come to Council with an amendment on the administration of the grant in the spring.

Interim Deputy City Manager Heidi Hansen asked Mr. Stone about the green room and if it would have the ability to do video. Mr. Stone stated that it would be a green room for the theater, but that it would be possible to put up a green screen to do green screen work as well.

Councilmember Salas asked Mr. Stone to announce the programming upcoming at the Center. Mr. Stone highlighted some of the recent and upcoming programming.

7. Ranked Choice Voting Discussion and Considerations

City Clerk Stacy Saltzburg led a discussion on Ranked Choice Voting. Slides in her presentation included:

- What is Ranked Choice Voting (RCV)
- Support for RCV
- Consideration/Concerns for Flagstaff
- Election Services Provided
- City Run Elections
- Voter Confusion
- Recommendation

Blake Sacha from Voter Choice Arizona addressed Council in favor of Ranked Choice Voting. He addressed some of staff's specific concerns to dismiss the concerns including addressing state law, a draft charter amendment, the potential of not having to sever the relationship with the County.

Mayor Deasy asked Mr. Sacha if there were any other concerns. He stated that he had spoken to Coconino County Recorder Patty Hansen and that she did not mention that RCV would be an issue.

Councilmember Shimoni asked if any of the cities Mr. Sacha addressed were in the State of Arizona. Mr. Sacha replied that none of the cities were, but the Recorders he spoke to were in Arizona.

Councilmember McCarthy asked Ms. Saltzburg if she spoked specifically to the County about RCV voting and if they would be willing to work with the city to implement ranked choice voting. Ms. Saltzburg stated that she spoke to Ms. Hansen earlier that day and she stated that the County would not be willing to facilitate RCV. Councilmember McCarthy asked if the details of the procedure of RCV would need to be in the Charter or if it could be addressed later. Ms. Saltzburg stated that there would need to be a significant amount of information in the charter and then the specifics would need to be in a created policy and procedure manual. Councilmember McCarthy stated that he would like to do whatever can be done to make elections less partisan and that non-partisan primaries are the most

successful tool for elections. He would like to see this enacted at the state level.

City Manager Greg Clifton spoke about the state's lack of accommodations for different voting styles in cities and municipalities in Arizona and his difficult experiences in municipalities in Colorado who chose to implement Ranked Choice Voting. He added that the state of Colorado has implemented guidance and the ability to vote via ranked choice, but that the support is not available in Arizona and that it is likely preempted.

Councilmember Shimoni asked Mr. Clifton if the County supported assisting with Ranked Choice Voting if Mr. Clifton's opinion would be different. Mr. Clifton stated that there would still be lots of difficulties with the County and coordination between City and County and with the State.

Councilmember Shimoni spoke about the complexities of the potential manual but stated that he cannot imagine taking staff's time for this. He added that the approaches of the cities in Utah could be adapted for the City of Flagstaff.

Mayor Deasy asked if the decision is with the County's Recorder's Office or if it would be with the County's Board of Supervisors. Ms. Saltzburg stated that the election services have been separated out from the Recorder's Office and the conduct of the election is being handled from a new elections department which might have more oversight from the Board of Supervisors. The new department reports to the Recorder's Office.

Vice Mayor Daggett asked why the County would not want to work with the City if the RCV was implemented. Ms. Saltzburg stated there were concerns about the hardware and software not working with RCV and the same concerns about the State's preemption. Vice Mayor Daggett stated that she would be open to additional discussion, but that she wants the charter amendments that staff feels is very important to move forward uninterrupted and she would not like to lump this with the other charter amendments. She added that she hears a lot of roadblocks and obstacles, and she would not move forward at this time.

Mayor Deasy stated that it is important to keep up with this topic and he thinks that a committee should be formed to discuss it further. He stated that he wants to bring this to a committee on charter amendments and that then the City could push the state for change.

Councilmember Sweet stated that RCV is good in theory, but now is not the time and that this would be better implemented with state and county support.

Councilmember McCarthy stated that he agrees with Councilmember Sweet. He stated that he does not support moving this forward.

Councilmember Salas stated that she is interested in exploring this at a state level. She added that moving this forward as a charter amendment could open the possibility for litigation and risk the state shared revenue. She stated that advocacy for RCV should be done at the state level.

Councilmember Shimoni stated that the City of Flagstaff has always been a leader in the state, but that he does not want to see the charter amendments hindered by this topic. He asked Ms. Saltzburg about the timeline for the charter amendments and when the first RCV election could be. Ms. Saltzburg stated that it would be difficult to predict when that would happen based on the complications.

Councilmember Shimoni asked if RCV is included in the council priorities. Mayor Deasy stated that it is not at this time, and Councilmember Shimoni asked if it could be added to the priorities. Councilmember Shimoni added that he feels that RCV would be a big benefit to election security. He added that it is not time to form a committee on this topic until after the county is on board.

Mayor Deasy asked about a charter committee. Ms. Saltzburg stated that an internal committee is being formed since no interest was expressed by the public for an external committee. Mr. Clifton stated that Council gave direction to form an internal committee and that this discussion would determine if an external committee was needed.

Ms. Saltzburg summarized the discussion and the lack of support to add this to the 2023 charter amendments but to leave the possibility open for the discussion.

8. Public Participation

None.

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

Councilmember Salas spoke about International Women's Day and Councilmember Sweet expressed her appreciation of Councilmember Salas's words.

Councilmember McCarthy expressed his appreciation for the women on Council.

Councilmember Shimoni spoke about the CJCC. He also addressed that he will be on a live stream for a Community Policy He stated there would be a trust discussion with former Mayor Coral Evans and expressed gratitude for International Woman's Day.

Councilmember Aslan added that he looks forward to discussing RCV when it is appropriate.

Mayor Deasy spoke about HCR 2031 and stated that the Arizona League of Cities and Towns has agreed to oppose the bill.

10. Adjournment

The Work Session of the Flagstaff City Council held March 8, 2022, adjourned at 4:44 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, APRIL 26, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session of the Flagstaff City Council held April 26, 2022, to order at 3:01 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI (virtually)	

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff, and Mayor Deasy read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Stormwater Manager Ed Schenk introduced Senior Stormwater Project Manager Sharon Masek Lopez.

City Clerk Stacy Saltzburg gave an update on the Council vacancy appointment process and announced the applicants moving forward.

5. Review of Draft Agenda for the May 3, 2022 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.

None.

6. City Manager Report

City Manager Greg Clifton called out a few highlights from his report.

- Training with Flagstaff Fire Department
- Public Notice regarding the current Tunnel Fire crisis
- National Public Safety Telecommunicators Week
- Acknowledgments to Officer Dustin Eberhardt
- Acknowledgments to Officers Jackson Potts and Brant Chapin
- Afterschool Alliance
- Congratulations to Dan Carrick and Ryan Reynolds for their promotions
- Acknowledgments to Manny Rivera, Brian George, Steve Camp, Krista Snow, Matt Morales and Ken Fergason
- Alliance meeting
- Meeting regarding Pulliam Airport with Congressman O'Halleran

Water Services Management Analyst Lisa Deem reviewed the Water Services Monthly Report.

Councilmember McCarthy asked when the water rates study will be in front of Council. Ms. Deem stated that the study is still being prepared for RFQ and that she estimates that it might appear before Council in July of 2023.

Interim Deputy City Manager and Economic Vitality Director Heidi Hansen reviewed the Economic Vitality Monthly Report.

Sustainability Director Nicole Antonopoulos reviewed the Sustainability Monthly Report.

City Manager Greg Clifton, Senior Deputy City Manager Shannon Anderson, and Interim Deputy City Manager Heidi Hansen presented the monthly employment anniversaries.

7. Arizona Department of Transportation (ADOT) North Central District seasonal project update.

City Engineer Rick Barrett introduced the Northcentral District Administrator for ADOT Brenden Foley. He gave a presentation to Council on project updates. Slides included:

- Agenda
- Northcentral district area
- Projects in Construction
- Upcoming projects

Councilmember Aslan commented on the I-17/JW Powell bridge and asked if ADOT could prioritize bicycle and pedestrian access with all bridge replacements. Mr. Foley spoke about bridge versus deck replacements and stated that ADOT is talking about the issues, but that they have to work within the budgets they have. Councilmember Aslan shared that the Fourth Street Overpass improvements were desirable and Mr. Foley spoke about the partnership that the City had with ADOT on that project and funding was provided by the City.

Councilmember Shimoni thanked Mr. Foley for being at the meeting and for his updates. He asked about increasing margins on Milton. Mr. Foley stated that increasing the margins on Milton is still being prioritized. Councilmember Shimoni asked about the 13-feet center lane and if anything can be done about it being narrowed for more bike lane. Mr. Foley pointed out the SR89A and Milton Road Preservation diagram which narrows the center-lane and takes advantage of the current width. Councilmember Shimoni asked for Mr. Foley to come back to talk about Rt. 66 and Lone Tree Road and the City's priorities for that intersection. Mr. Foley stated that ADOT will try to speak to Council regarding that in the future.

Councilmember McCarthy asked about the tunnel underpass for bicycles and pedestrians on Milton. Mr. Foley stated that it is not an ADOT project and Mr. Barrett stated that the project is associated with the Milltown project and that the City is designing that project. The City will be seeking a permit with ADOT on that project and it will be back to Council soon.

Mayor Deasy spoke about the JW Powell Bridge in relation with the hospital and future growth and collaboration with ADOT on the expansions.

8. Draft Rio de Flag Watershed Management Plan Work Session

Comprehensive Planning Manager Sara Dechter introduced Rick Miller from the Friends of the Rio de Flag Watershed Group. The presentation focused on creating a watershed stakeholders' group and developing a watershed plan. He presented a video about the Rio de Flag and then gave a PowerPoint presentation.

Slides covered:

- WaterSMART Grant awarded to the Friends of the Rio de Flag
- Watershed Alliance for the Rio de Flag
- Sketch map of the Rio de Flag Watershed
- Interviews with Stakeholders and Public Meetings
- Goals
- Responses to forums
- Site Specific Projects
- Priority Projects
- Benefits of a Watershed Alliance
- What we are asking of the City
    - Participation in the WARF
    - Master Participating Agreement for the WARF
    - Cooperation on Projects of Interest to the City of Flagstaff, Arizona

Councilmember Aslan offered to be a Council liaison for the project. He asked about a partnership with

McGrath and if they followed through with the group and volunteering with the cleanups for the Sinclair Wash area. He shared his thoughts on the work of the group on this project and how successful it has been. He is supportive of the project.

Councilmember McCarthy thanked the group for their work and stated that the Rio de Flag is a gem, and he is supportive of the restoration and protection of the river.

Vice Mayor Sweet expressed her support and expressed her desire to personally get involved.

Councilmember Salas stated her support. She asked for Council's support for finding funding in the budget for the project.

Mayor Deasy also expressed his support and his thanks.

A break was held from 4:50 p.m. through 5:10 p.m.

9. Flood Projects Updates

Public Works Director Scott Overton, Streets Director Sam Beckett, Stormwater Management Ed Schenk, Project Manager Christine Cameron, Deputy County Manager Lucinda Andreani, and Public Affairs Director Sarah Langley provided a PowerPoint presentation that covered the following:

Slides included:

- Agenda -- Scott Overton
- Museum Flood Financial Focus Group
- DFFM Funded Resources
- FEMA grants update

Mayor Deasy asked what the timeline is for the grants. Mr. Schenk stated that staff is hopeful on hearing back this year, possibly later this spring or this summer and added that the grant is a reimbursable grant.

- Cedar to Dortha Channel and Inlet
- Killip School Regional Detention Basins
- Killip Inlet at Ponderosa Park
- Ponderosa Park barriers
- Upstream Work
    - Addressed the Tunnel Fire and a community-based fire risk team using ARPA funding and IIGA. The Forest Service will allow the County into the forest in case of forest closures.
- Siren system

Councilmember Aslan suggested extending the invitation for the testing to Council since he would like to see it. Mr. Beckett stated that the Council may be a very good resource to help get the word out to the public.

- Spring 2022 sandbag refresh
- Volunteer/Service Coordination
- Emergency Operations Response
- Communications

Dawn Rodriguez addressed Council and expressed her gratitude and regret regarding the Tunnel Fire. She suggested taking a moment to reflect on what has worked and what hasn't and document all the work done and make that work public. She brought up a point regarding sandbag distribution.

Tara Roark submitted written comments with questions and comments concerning accountability and communication.

Vice Mayor Sweet expressed her gratitude.

Councilmember McCarthy stated that the message is from the whole Council.

Mayor Deasy stated his appreciation of the monthly updates.

City Manager Greg Clifton expressed his appreciation for the hard work on the Dortha Channel and on the Killip School Retention Basins and Inlet.

10. Discuss potential bond projects for the November 2022 election

Senior Deputy City Manager Shannon Anderson led a discussion on the potential bond measures. The four categories are:

- Public Safety Infrastructure
- Stormwater and Wastewater Infrastructure
- Energy Efficient Buildings and Transportation
- Housing

Councilmember McCarthy stated that he is not ready to add or delete to the projects, but he believes that the public safety and the water safety infrastructure are essential. He stated that he wants to hear from the Citizen Bond Committee.

Mayor Deasy stated that it will be important to couple and bundle these measures and to only have two or three bond measures and to not "pit them against each other." He added that he would like to stay to $70 to $75 million in asks.

Mr. Clifton stated that staff is sticking with the target ask and they are framing the discussion on bundling the bond asks. He added that the next few Citizen Bond Committee meetings will be facilitated.

Councilmember McCarthy stated that Council would like to review how much each ask might cost once the committee comes back with more detail.

Councilmember Salas expressed her gratitude to the committee.

Councilmember Shimoni echoed the gratitude that has already been expressed and expressed his support of coupling the bond measures and capping the ask.

11. Public Participation

None.

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

Councilmember Shimoni thanked the Budget Team and Leadership for the budget retreat. He asked about CARE team updates and requested regular updates.

Vice Mayor Sweet expressed her gratitude for the budget retreat. She spoke about attending the Viola Awards.

Councilmember McCarthy stated his appreciation for the staff for their work for the budget retreat.

Councilmember Salas expressed her gratitude for the successful Earth Day event.

Mayor Deasy spoke about the Earth Day event and the volunteer cleanup events. He also thanked Flagstaff Fire Department and Flagstaff Police Department regarding their work on the Tunnel Fire.

13. Adjournment

The Work Session of the Flagstaff City Council held April 26, 2022, adjourned at 6:09 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 10, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session of the Flagstaff City Council held May 10, 2022, to order at 3:01 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY VICE MAYOR SWEET COUNCILMEMBER ASLAN COUNCILMEMBER HOUSE COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS COUNCILMEMBER SHIMONI (virtually)	

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Councilmember Salas read the Mission Statement of the City of Flagstaff, and Councilmember Shimoni read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Rose Houk addressed Mayor and Council and stated northbound San Francisco at Butler is unsafe. She stated there is no signage and bicycle stencils have disappeared. She requests the streets department to put stencils back on the bike lane and put up a sign on shared right lane for bikes.

Tom Martin addressed Mayor and Council thanking Dr. Steven Ritland, Neurosurgeon. He requests a letter of recognition for him.

Eric Wolverton Executive Director for Habitat for Humanity of Northern Arizona addressed Mayor and Council regarding the land trusts and lending.

5. Review of Draft Agenda for the May 17, 2022 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.

Councilmember McCarthy asked about item 9B, a plat in Timber Sky for review. He stated he took a look at it in respect to the Timber Sky Development Agreement and wants to ensure that the city is fulfilling what is in that agreement.

6. City Manager Report

City Manager Clifton called out a few highlights from the report.

- Updates on Fire Department
- Human Resources and Risk Management
- Brad Hill as Interim Water Services Director
- Filing other vacancies with some temporary promotions
- Working to get professional recruiter for high level positions
- Internal recruitment marketing efforts
- Chosen as the Public Affairs Director Sarah Langley
- Citizen Bond Committee Update
- Police Department
- Youth of the Year Awards with Boys and Girls Club
- Coffee with a Cop
- Sgt. Grant Kelly accolades
- PROSE
- Aligning closures with messaging to public
- New floor coverings in Joe C. Montoya
- FJA joined Open Space about invasive weeds
- Public Works
- Weekend cleanup for Tunnel Fire
- Meetings updates

Councilmember Aslan stated that he is excited for Mr. Andy Bertelsten's transition to leadership with the County. He advised to find someone capable of doing the job for a long time and also brings a lot of innovation and a new perspective.

Deputy City Clerk Stacy Fobar highlighted a few items from the Boards and Commissions Newsletter.

- Explanation of newsletter.
- Commission meetings will be going hybrid.
- Upcoming vacancies.

Mayor Deasy expressed his gratitude to the commissions and spoke to the importance of the commissions and in filling vacancies.

Councilmember Salas spoke about Economic Development Week and asked Interim Deputy City Manager Heidi Hansen to speak on Economic Development Week and recognized Mr. Josh Mayer in the audience.

Ms. Hansen thanked Councilmember Salas for recognizing that it is Economic Development Week. There are several business incentive programs that businesses can apply for. Councilmember Salas mentioned that there are also cafe conversations with the economic development team this week. The first will be at White Dove on Wednesday and there will be one at Late for the Train Downtown on Thursday.

7. Northern Arizona University Update

NAU President Jose Luis Cruz Rivera provided an update to the City Council. Highlights included:

- Thank you for the support from Council
- Record year for NAU Giving Day
- 2025 Strategic Priorities Plan
- Community Engagement is one of the seven priorities
- Access to Excellence program
- Carbon Neutrality by 2030
- Sustainable Smart Campus Master Plan
- Striking that 53% of homes in Flagstaff are NAU alumni and 35% of employees at NAU are alumni.
- 16 paid hours of community service offered for NAU employees

Mayor Deasy thanked President Cruz Rivera for his work at NAU so far and especially thanked him for his work on the Access to Excellence Program.

Vice Mayor Sweet stated that she is an NAU alumni and thanked President Cruz Rivera for his work and his commitment to the community.

Mayor Deasy spoke about NAU's Carbon Neutrality Plan and that he would like to arrange a meeting with President Cruz Rivera and Sustainability Director Nicole Antonopoulos.

Councilmember Aslan also addressed the Carbon Neutrality Plan and expressed his excitement. He also addressed the Rio de Flag flood control efforts and creating a partnership with NAU.

Councilmember Salas stated that NAU has always been an integral partner with Flagstaff with Workforce Training, Workforce Development, Community Vitality, etc. She added that she looks forward to strengthening the relationship.

Councilmember Shimoni addressed and land trust development at NAU. President Cruz Rivera stated that they are looking at expanding on-campus housing to meet the demand. They are also looking into how to support the City with affordable housing, and they are interested in being good partners for housing issues.

Councilmember Shimoni addressed the data regarding bike and car crashes in the City of Flagstaff and the data shows that it is mostly males between the ages of 18 to 22 around the campus. He had an idea about communications regarding bikes and bike safety, especially about cars making a right turn.

Councilmember Shimoni added that it would be nice to see Louie representative of the student population. President Cruz Rivera stated that the diversity, equity, and justice are themes in the strategic plans and that the issues that Councilmember Shimoni brought up will be addressed in them.

Councilmember McCarthy spoke about the Access to Excellence program and thanked President Cruz Rivera for his efforts on it.

Councilmember House thanked President Cruz Rivera for his work and addressed the 16 paid hours for the community involvement and thanked NAU for that effort.

Mayor Deasy spoke about future plans for creating preschool opportunities for NAU staff and how he would like to collaborate for City employees and NAU employees. President Cruz Rivera spoke about the opportunities.

Councilmember Salas spoke about strengthening the partnership with NAU on the regional transportation plan and collaborating on projects for workforce housing.

8. Presentation and Discussion on Development Listening Tour

Community Development Director Dan Folke gave a presentation on the Development Listening Tour. Slides included:

- Development Listening Tour
- Responding to the Pandemic
- New technology
- Timing of Results
- Current work programs
- Why, Who, What, and When
- Participants and Interviews
- Questions from interviews
- Notes Compilation Attachment
- Common Terms and Process
- Comment Summation
- Next Steps

Mr. Folke shared that he will be addressing the Business Advocacy Meeting next week.

Councilmember McCarthy thanked staff for their work on the listening tour and asked about the single point of contact.

Councilmember McCarthy stated that he was on the Planning and Zoning Commission when the code was created and he regrets not doing a better job. Mr. Folke replied that staff is working on thinning the code.

Councilmember House commented on the affordable and workforce housing information in the presentation. She asked if there were any specific affordable housing developers or only developers who do affordable housing in the interviews. The issue that she has heard is that there is not land available for affordable developments and that there is a need for creativity for land trust housing. Mr. Folke spoke about land trust units and the equity contained in them.

Councilmember Shimoni thanked staff for taking the time to do the listening tour.

Vice Mayor Sweet thanked staff for doing the listening tour and stated that the online tools are terrific. She commented on the customer service comments and land trusts.

Councilmember McCarthy commented that he has done two projects on his house that required input from the City. Both projects went very smoothly, and they were positive interactions.

Councilmember Salas spoke about integrating the portal into the online Business One Stop Shop.

Mayor Deasy asked about the Development Status Reports and updating it. Mr. Folke stated that staff is working on updating it at this time.

Councilmember Aslan addressed affordability as a complaint and asked Mr. Folke to speak about it. Mr. Folke spoke about the approach staff took with the Center for Senior Housing.

A break was held from 4:55 p.m. through 5:15 p.m.

9. Carbon Neutrality Plan (CNP) Quarterly Update

Climate Program Manager Jenny Niemann, Sustainability Analyst Jenna Ortega, Sustainability Director Nicole Antonopoulos, and Sustainability Analyst Ramon Alatorre gave an update on the CNP.

Slides included:

- Team Members
- Discussion Outline
- Four Categories of carbon neutrality target areas
- Strong Neighborhoods
  - Community Resilience
- Equitable Systems
  - Climate Advisory Group
  - Youth Advisory Group
  - Business Advisory Group
  - Equity Advisory Group
  - Community Engagement
- Decreased Dependence on cars
  - Electric Mobility
  - Building Fuel Switching
- Clean Electricity
  - Solar United Neighbors
  - Reduced Building Energy Use
  - Sustainable Consumption and Waste Management
  - Carbon Dioxide Removal
  - CNP Annual Revisions
- Total Community Investment Analysis
  - Financial Analysis Methodology
  - Investment analysis -- Quantification
  - Total Community Investment Needed
  - Total Community Investment in Perspective
  - Pause for a Breath...
  - Moving the Needle
  - Total Community Investment -- Funding Potential

Councilmember House expressed her appreciation and asked how in layman's terms do you explain the value in carbon neutrality. Ms. Antonopoulos expressed the need to explain the extreme climatic change and the effects that it will have on the world. There need to be a balance with consistent conversations, and we do not want to be fear driven.

Councilmember Aslan stated that it is not about whether or not we can afford to do this, it's about whether or not we can afford not to do this.

Vice Mayor Sweet asked about the Business Advisory Group. Ms. Ortega replied that it is a brand-new group, and the goals are getting advice on CNP, what resources businesses need most and to explore concerns that are important to businesses. The goal is to learn how to implement the CNP in businesses and how to engage businesses.

Vice Mayor Sweet also asked about the EV Scooters and if there is anything in the pipeline for a ride

share program. Ms. Niemann spoke about the Spin Bikes pilot program and then addressed the contract with Gotcha in 2019. She added that the bike share community has changed dramatically and that if the City wanted a bike share in the community, the City would need to invest in one. Bike Shares programs are less profitable and need to rely on partnerships and advertising to be successful. Scooter companies are much more self-sufficient and are expanding at this time. The sustainability staff recommends only going into an agreement in a partnership with NAU.

Councilmember Shimoni stated that he was pleased with the update. He asked about the shuttle in Sedona for forest access. Ms. Niemann spoke about the program and how it has helped with neighborhoods and parking at trailheads. Councilmember Shimoni stressed the importance of partners.

Councilmember Shimoni asked how to help the Council to align their decisions to the CNP moving forward. Ms. Antonopoulos stated that staff really needs to complete the financial analysis before she can fully answer and stated that Priority Based Budgeting will assist. In terms of funding, the City has a lot of needs.

10. Public Participation

None.

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

Councilmember Salas stated that later week was the Elevate Pre-K Celebration.

Councilmember McCarthy stated that the bicycle lanes on San Francisco Street need repainting and asked staff to follow up on it. He recognized Dr. Ritland and requested a letter from Mayor.

Mayor Deasy spoke of the Executive Committee meeting for Arizona League of Cities and Towns.

Vice Mayor Sweet stated Dr. Ritland worked on her husband's spine to repair feeling in his arm and she supports the letter.

Councilmember Aslan spoke of the 911 Diversion Call meeting held earlier that week. He gave accolades to Communications Manager Katie Brandis and her team. He also spoke of a conversation with Mountain Line and ADOT for an appeal to add a light at corner of Butler and Phoenix for bus movement. He stated the CJCC meeting was the following day and meetings are open to the public.

Councilmember House spoke of the stakeholder meeting for Creative Flagstaff on a city-wide festival concept. She reminded the community about the Boys and Girls Club Kentucky Derby Fundraiser.

Mr. Clifton stated he would be out of the office next week and Shannon Anderson will be acting City Manager. He stated staff is putting together some volunteer days for city employees to get involved. The volunteer efforts will be to head out to Sunnyside and Grandview neighborhoods for the sandbag refresh.

12. Adjournment

The Work Session of the Flagstaff City Council held May 10, 2022, adjourned at 6:05 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, AUGUST 29, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session held August 29, 2022, to order at 3:04 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS (virtually)	
COUNCILMEMBER SHIMONI (virtually)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the mission statement, and Councilmember House read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Gary Wright addressed Council and he complimented Eli Reisner and the contractors doing work on Talkington. He also addressed the flooding and the mitigation of the flooding and stated that he thought the City Government was doing a great job.

Christal M. Albrecht, the Coconino Community College Interim President addressed Council to introduce herself and talk about the partnerships between the City and the Community College including the upcoming police academy and the Habitat for Humanity home project.

5. Review of Draft Agenda for the September 6, 2022 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.

None.

6. City Manager Report

City Manager Greg Clifton highlighted some items from his report including:

- Neil Chapman appointment to the Federal Wildland Fire Mitigation and Management Commission
- The kidnapping on August 24th and the successful outcome
- LED lighting replacements at facilities
- Sandbag and flood mitigation efforts

Economic Vitality Director and Interim Deputy City Manager Heidi Hansen gave a brief overview of the Economic Vitality report. She highlighted:

- Thew new flyflagstaffaz.com website for the airport
- The new FLG In-Flight Newsletter
- The new Airport social media
- Terminal marketing revenue stream
- New airport advertisement
- Runway improvements with new striping
- Enplanements
- The extension of the Flower Project to the 4th Street Gateway
- The Coconino Scroll at the Airport with the start of the ground medallions
- The ADA Library Entrance improvements
- Lone Tree Beautification update
- The Kiosk maintenance for ParkFlag has been completed
- EDA meeting will be held in Flagstaff
- Panda Express in under construction on the east side
- High Country Motor Lodges renovations have been completed
- Joy Cone Capstone Projects
- Arizona Tech Council Tour
- EFCL CATS Bus Launch Event
- Summer reading challenges
- Harry Potter Scavenger Hunt

- GCOT Award
- Tourism Metrics
- July Media Coverage
- EV Charging Stations
- City Recruitment Efforts

Councilmember McCarthy mentioned that he received over 500 shares of a picture of himself on the side of Mt. Elden with the Arizona Lunar Legacy shirt. Ms. Hansen asked Councilmember McCarthy to share the picture with her.

Councilmember Aslan asked about the Airport Public Announcements. Ms. Hansen stated that the messages are almost ready and staff will contact Council soon to record the messages.

Parks, Recreation, Open Space, and Events Director Rebecca Sayers shared the first PROSE Newsletter. Highlights included:

- New play structure at Thorpe Park.
- Trail Counts
- The Buffalo Park Accessible Trail
- Parks and Recreation Month
- Open Space Bug Safari
- Volunteer Events
- Events such as Concert in the Parks

7. Film Industry Update in Flagstaff, Arizona

Convention and Visitor Bureau Communications Specialist Meg Roederer and Arizona Commerce Authority Film and Digital Media Director Matthew Earl Jones gave an update and overview of the Arizona film industry. Ms. Roederer introduced Peter Kershaw who is a film producer working in Flagstaff as well as Marketing Specialist Sabrina Beard who assists with permits and film needs. She also displayed and spoke about the flagstaffarizona.org/film/ Website.

Slides included:

- Film Flagstaff:

- Film Office Video
- Arizona's Backlot Video
- Movie Highlights
- Why
- Process & Permits
- Be Film Friendly
- Next Steps

Councilmember Aslan spoke about why he requested an update on this topic and that he was happy to see how far along the process already is.

Councilmember McCarthy asked what scene in Casa Blanca was filmed in Flagstaff. Mr. Kershaw answered that the scene where Victor Laslo spoke to Humphrey Bogart in the bedroom.

Councilmember Shimoni stated that he is unsure what the next steps for Council are and commented to ensure sensitivity around culture in the area. CVB Director Trace Ward stated that the film budget is $1,300 and that staff is very conscious of Indigenous peoples and that they will involve the Coordinator for Indigenous Initiatives Rose Toehe.

Councilmember Aslan stated that he would like to see the budget increased and talked about his experience with film in Prescott.

- Arizona Film & Digital Media:

- Establishment and Program Information
  - HB 2156 -- goes into effect January 1, 2023.
- Mission
- Business Attraction
- HBO Pilot Takeaways
- Workforce Development -- Arizona Workforce Initiative
- Economic Development
- Program Tools

Councilmember Aslan asked if there was anything else Mr. Earl Jones can share about the bill. Mr. Earl Jones stated that it is an infrastructure bill for things like film houses that are over 10,000 sq. ft. with $25 million set aside for filming on site.

Councilmember Shimoni addressed the local emphasis and the relationships with the Indigenous community. He asked if there was a potential for a strain on housing for the local communities. Mr. Earl Jones stated that he does not know. He stated that there is a lot of room for growth without straining the resources and it would be up to the City where that line would be. Ms. Roederer added that most of the production requests utilize traditional accommodations.

8. Post-wildfire Flooding Update

Public Works Director Scott Overton, Project Engineer Adam Miele, Stormwater Services Manager Ed Schenk, Project Manager Julie Leid, Assistant Parks and Recreation Director Amy Hagin, Water Services Operations Manager Patrick O'Conner, Finance Director Brandi Suda, and Public Affairs Director Sarah Langley presented an overview of flood mitigation efforts.

Slides included:

- Agenda
- Incident Management Team
- Incident Planning
- Flood Risk Assessment Overview
- Museum Flood Area
- 2022 Monsoon Season
- Dortha Channel Improvements -- Christine Cameron
- Killip Detention Basins -- Adam Miele
- On-forest Alluvial Fans -- Ed Schenk
- Parkway Basins
- Parkway Basins map

Councilmember McCarthy asked if the design is for the sediment to drop in and then have staff move the sediment out for the next incident. Mr. Schenk stated that a new service will be maintenance of the basins.

- Phase 2 Feasibility Study -- Julie Leid
- Pipeline West Flood Area -- Scott Overton
- Pipeline Fire Summary
- Flood Response -- Amy Hagin and Patrick O'Conner
- Response Activities
- Stormwater Response
- Community Damage -- Ed Schenk
- Long-term Projects
- Schultz Creek Detention Basins
- Pipeline West Financial Update -- Finance Director Brandi Suda
- Monsoon Season Communications -- Sarah Langley
- Museum Flood Area Communications
- Pipeline West Communications

Mr. Overton thanked everyone for their work and told Council that there will be a joint conversation with the County coming soon.

Stephen Puhr addressed a Coconino County Planning and Zoning meeting in 2016 regarding the City building Fire Station 5 and the culvert issue. He stated that the culvert was built incorrectly and is the cause of the flooding on his street. The culvert needs to be addressed now.

Jennifer Kottra addressed Council regarding the culvert.

Written comments from Kyle House and Sherman Stephens were submitted asking the Council to address the inadequate culvert system.

Mayor Deasy asked if there is a timeline for showing the benefit of proposed projects and will it occur prior to November. Ms. Leid stated that there will be a menu by then, but details will not be available. The scope of work for Phase II is conceptual. Mr. Overton added that the engineers are making certain that the projects are designed but that the details will need to be worked on for quite some time.

Councilmember McCarthy asked about the 180 culvert and if the pipe will be replaced. Mr. Schenk stated that the 36-inch pipe had homes built on it so it will require a new footprint. There are a lot of partners in this project so it is difficult but it is high priority and being worked on.

Mayor Deasy asked if the footprint would be north of Stevanna Drive. Mr. Schenk stated that the work will be done north of Stevanna so that it does not impact homes. Mr. Schenk also addressed requests of funding and alternative ways of funding since it does not qualify under the ADOT emergency funding.

Vice Mayor Sweet shared her gratitude to staff who worked on the flooding events.

City Attorney Sterling Solomon added his thanks to Senior Assistant City Attorney Christina Parry for her work with the detention basins.

9. Public Participation

None.

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

Vice Mayor Sweet spoke of the League Conference.

Councilmember Aslan shared details on the upcoming Field Trip for Coconino Plateau Watershed focusing on the watershed and uranium mining.

Councilmember House welcomed NAU and CCC students. She shared she recently attended the Bare Aspen Wine Tasting for Special Olympics of Northern Arizona. She also shared that Regional Plan Visioning Workshops have begun and the informational pamphlet is now available on the City's website

Councilmember McCarthy spoke of representing Council at a meeting with the Army Corps of Engineers.

Councilmember Salas spoke of attending Arizona League of Cities and Towns. She thanked every member of Team Flagstaff, especially those involved in flooding mitigation. She also congratulated Mr. Clifton for his third anniversary with the city.

Councilmember Shimoni mentioned attending the League Conference.

11. Adjournment

The August 29, 2022 City Council Work Session was adjourned at 5:21 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, SEPTEMBER 13, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session held September 13, 2022, to order at 3:01 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY VICE MAYOR SWEET COUNCILMEMBER ASLAN COUNCILMEMBER HOUSE COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS COUNCILMEMBER SHIMONI (virtually)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Mayor Deasy read the mission statement, and Councilmember Aslan read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Convention and Visitor Bureau Director Trace Ward announced the recent Best Weekend Getaway to a Sustainability Conscious Destination award that the CVB and the City of Flagstaff received.

Kate Wyatt, the Executive Director of FIAT, addressed Council and spoke about the human trafficking initiative that she directs and thanked Flagstaff Police Department for their partnership.

Heather Marcy addressed Council on behalf of Northland Family Health Center regarding the anti-trafficking efforts.

Stacey Sutherland addressed Council regarding the anti-trafficking efforts in Arizona and in Flagstaff. She is the Program Coordinator for the Arizona Council Arizona for Anti-Trafficking and works with FIAT.

5. Review of Draft Agenda for the September 20, 2022 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.

None.

6. Proclamation: Hispanic Heritage Month

Mayor Deasy presented the proclamation, and it was accepted by Commission on Diversity Awareness Commissioner Mandy Gebler.

7. Proclamation: Adult Education and Family Literacy Week

Mayor Deasy presented the proclamation, and it was accepted by Donovan Wiedmann, Debbie Goldenstein, and Julie Baumgartner.

8. City Manager Report

City Manager Greg Clifton gave some highlights from the report. They included:

- The retirement of Animal Control Officer John Marciniak.
- The award of the Flagstaff Police Department Lifesaving Medal to Officer Stewart.
- The award of the Arizona Prosecuting Attorney's Advisory Council's 2022 Administrative Professional of the Year award to Colleen Calhoun. City Attorney Sterling Solomon expanded on her service and the award.
- The forest thinning operations near Ft. Tuthill
- Wayside train horn repair
- The City Engineer position meet and greet and other recruitment updates.

The Water Services Division Monthly Report was presented by Lisa Deem. Highlights included:

- The WOW Award received by the Water Reclamation Team.

- Water Commission update
- Flooding information and Pipeline Fire flood mitigation need tour with Congressman O'Halleran
- Field cameras for live footage for flooding identification
- Drone imagery for burn scars
- Floodwater and wastewater needs
- Water, Wastewater, Reclaimed Water Rates and Fees study update

The Community Development Monthly Report was presented by Community Development Director Daniel Folke. Highlights included:

- Amendment to lighting standards
- Property Care Ordinance working group update
- Regional Plan Workshops update
- Update on Housing Division and their current work program priorities
- Community Meeting for CDBG funds
- Building Safety Permit activity
- Inspections/Plan Reviews numbers and staffing issues
- Code Compliance violations overview

Mr. Clifton expanded on the bond education outreach efforts.

9. Lived Black Experience Update

Kim Robinson from the Lived Black Experience Project gave an update to Council. Slides included:

- Accomplishments
- Funding Matches
  - Bella Investment Group for Housing Program
  - NAU for Health Program
  - Route 66 + Juneteenth Project
  - Flagstaff Beautification & Mural
- Moving Forward

10. 2004 Neighborhood Open Space and Flagstaff Urban Trail System (FUTS) Land Acquisition Bond Priorities

Multi-Modal Planner Martin Ince and Open Space Specialist Robert Wallace gave a presentation on the 2004 Bond Fund Acquisition Priorities. Slides included:

- Summary
- Discussion topics
- Process/steps
- Council review/dates
- Prop 302
- Ordinance 2009-41
- Acquisitions to date
  - FUTS corridors
  - Open space parcels
  - FUTS/open space acquired with bond funds map
- Updated acquisition plan

Councilmember Aslan asked for single track to be further explained. Mr. Ince explained that FUTS trails are ten-feet in width and contrasted that single track is only two to three feet wide and is scraped ground. Councilmember Aslan asked if single track is ADA compliant or accessible for a lot of users. Mr. Ince addressed that some can be depending on the trail. Councilmember Aslan asked if they are different than social trails and Mr. Ince explained that they are, and he spoke about the use of single track trails and the usual user of the trails.

- FUTS/open space acquisition plan - FUTS maps

- FUTS acquisitions
- Open space parcels
- FUTS/open space acquisition plan -- Open Space map
- Open space acquisitions
- Hoffman Tank
- Next Steps

Councilmember Salas asked how the map of the property acquisitions overlays with the Regional Trail Plan. Mr. Ince replied that the Flagstaff Trails Initiative (FTI) plan was mostly outside the City and that these acquisitions would allow for points of connectivity. Staff is working closely with the Forest Service and FTI on the plans. Councilmember Salas also asked staff to think about the increase cost of maintenance for the new property acquisitions.

Councilmember Shimoni stated he supports the plan and asked if there are any other projects that would rise in priority in terms of equity. Mr. Wallace stated that staff conducted an access study for open space a few years ago and they identified some areas of access concerns south of I-40. This project addresses some of those concerns. Councilmember Shimoni asked about the unofficial FUTS trail that runs from the East Side Library and Bushmaster Park and if it could be acquired. Mr. Ince stated that he believes there are some property acquisition difficulties in that area. He stated that he will look into the property rights again.

Councilmember McCarthy stated that he is overall supportive of the plan and suggested that the statement that the FUTS trails are for non-motorized vehicles be changed since electric bikes are allowed.

Mayor Deasy asked about the priorities since Hoffman Tank takes quite a bit of the monies. Mr. Ince stated that the funds available are closer to $3 million when the monies allocated for Hoffman Tank are accounted for and that he also believes that some of the property acquisitions will be inexpensive to free so the $1.9 million will go further than expected. After the money is exhausted, staff will go back to the old way of calculating FUTS costs by adding in the property acquisition in the project cost.

11. Public Participation

Paul Haro addressed Council to follow up on an email he sent to them on Saving Sacred Oak Flat. He also suggested to Council that they attend some talks on Sacred Oak Flat and stated that he is looking for support for Saving the Sacred Oak Flat.

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

Councilmember Salas spoke of attending a recent MetroPlan event where the state transportation plan was reviewed.

Councilmember McCarthy stated he recently attended a meeting on Housing issues. He added that City staff made very good presentations.

Councilmember Shimoni stated he also attended the Housing meeting. He stated he recently also did a ride-along with the CARE team.

Councilmember House recently attended the City of Flagstaff Town Hall with conjunction of the League of Neighborhoods.

Mayor Deasy spoke of the Peace Day celebration later that week at Heritage Square. He also reminded the community that Pickin' in the Pines was coming up that weekend.

13. Adjournment

The September 13, 2022 City Council Work Session was adjourned at 4:30 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, SEPTEMBER 27, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session held September 27, 2022, to order at 3:11 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY VICE MAYOR SWEET COUNCILMEMBER ASLAN COUNCILMEMBER HOUSE COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS COUNCILMEMBER SHIMONI (virtually)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember House read the mission statement, and Councilmember Salas read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Indigenous Coordinator Rose Toehe addressed Council to inform them about the Indigenous Peoples' Day events in October which was developed with help from the Indigenous Commission.

Emma Schraner from Rural Arizona Action addressed Council regarding protecting abortion access in Flagstaff.

Susan Shapiro addressed Council regarding protecting abortion access in Flagstaff.

Andy Fernandez stated that there needs to be more transparency in public comment by the speakers. He also spoke about the minimum wage increase and the lack of transparency in the increase. Mr. Fernandez also stated that it is difficult to get to the streaming council meeting.

Barbara Tait submitted a written comment about Let's Talk About It Book Club.

Jack Meyes and Ash Shields submitted written comments requesting that the city withhold any funds that would go toward the prosecution of abortion providers.

5. Proclamation: Law Enforcement Suicide Awareness Day

Mayor Deasy read the proclamation and Chief Dan Musselman accepted the proclamation on behalf of the Police Department. Councilmember Salas asked for a moment of silence to honor officers who have died by suicide.

6. Review of Draft Agenda for the October 4, 2022 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.

Andy Fernandez spoke about 8B, 8C, and 9A regarding the transparency of the items.

7. City Manager Report

City Manager Greg Clifton gave his City Manager Report. Highlights included:

- Flagstaff Fire Department responded to a large trash fire at the Waste Management Plant on Flag Ranch Road
- Preplan for Elara at Sawmill
- Fill the Boot fundraising
- New promotions to Captain rank
- Medal in Recognition for Officers Ty Webster and Chris Wesley
- Bulky trash operations update
- Downtown Business Alliance (DBA) meeting
- Murdoch Center meeting
- City Council Candidates forum
- Alliance meeting

- Leadership Retreat
- Updates on Recruitment
- High Country Humane letter

Monthly Reports:

The Economic Vitality August Report was presented by Interim Deputy City Manager and Economic Vitality Director Heidi Hansen. Highlights included:

- Airport Communications Manager
- New Airport Displays
- Thunder Over Flagstaff event
- Advertising
- Electric Vehicle Charging Station
- CARES Act Projects
- Enplanements and Total Operations
- Beautification in Action Grant
- Beautification Projects
- New Team Members in ParkFlag
- Loading Zones
- Kiosk Maintenance
- Business Attraction and Retention
- Business Retention and Expansion
- Tourism
- Film
- Website and Email Campaign
- Leaf-ometer on Discover Flagstaff site.

Councilmember Salas asked about the Visitor Center and the schedule of the Native American Market at the Visitor Center. She asked if it will run in the fall and the winter. Ms. Hansen stated that she will need to check into that and follow up. Councilmember Salas stated that she wanted to talk about the process of hiring a new Library Director. She stated that she attended a meeting through the Workforce Board and they are partnering with Google for Google Career Certificates, which she thinks would be a great addition to the Library services. Ms. Hansen stated that the Library has been working with Google for the past three years and she will look into that information further.

The PROSE September Newsletter was presented by Parks Manager Amy Hagin. Highlights included:

- Aquaplex Membership Drive
- Staff Spotlight
- Trail Counts
- Thorpe and McPherson Disc Golf Courses Competition
- Community Collaboration with North County for an annual children's health care fair at the Aquaplex.
- Seeds of Stewardship
- Wednesday Weed Pulls
- Accessibility Improvements for the Farmer's Market
- September Happenings

A. Appointment of City Liaison to High Country Humane Board of Directors

Mr. Clifton asked if Council would be interested in making an appointment for a City liaison to serve on the Hight Country Humane Board from elected officials or city staff.

Councilmember House suggested waiting for election season to be concluded if Council would like to appoint a councilmember. Mayor Deasy suggested that it may be best for a staff person, possibly animal control, to be the liaison. The rest of the Council agreed to that suggestion.

8. Update to the Brownfields Route 66 Coalition Revitalization Program

Economic Vitality Administrative Specialist Creag Znetko introduced Dave Laney from Stantec who gave a presentation about the status of the U.S. Environmental Protection Agency Brownfields Grant funding. Slides included:

- EPA Brownfield Assessment Grant
- Northern Arizona Property & Business Revitalization Program
- Who is the Route 66 Coalition
- Brownfields 101
- What is a brownfield
- What do brownfields look like
- How do brownfields impact our community
- What are the benefits of brownfield redevelopment
- How does the grant work?
- Step 1: Brownfield Site Inventory
- Step 2: Community Outreach & Engagement
- Step 3: Site Nomination
- Step 4: Site Eligibility Approval Process
- Step 5: Environmental Site Assessments
- NACOG Grant Success Stories -- Part 1
- Route 66 Brownfield Properties Assessed to Date
- The BIG Picture: Progress to Date
- NACOG Grant Success Stories -- Part 2
- Keys to Success
- What makes brownfield redevelopment successful?
- Why the Grant is Important
- How you can help
- Do You Want More?

Mayor Deasy asked if the City is utilizing this for the old Public Works yard. Mr. Laney stated that there are two types of City-owned properties that the grant does not cover which is the Landfills and Public Works Yard. Mayor Deasy stated that $200,000 of the $600,000 is still available and Mr. Laney clarified that it is still available and asked that Council help spread the word about the availability of the funds to the public.

Councilmember Aslan thanked Mr. Laney for the presentation and asked if the Giant gas station on Milton would be a good property for this grant. Mr. Laney stated that the gas station was in the inventory originally, but that property was already in escrow, and they had already done a phase 1 assessment.

Community Investment Director Dave McIntire stated that staff has been in front of ECoNA and the Chamber about reaching out to the business community.

Councilmember Salas stated that she volunteers to reach out to property owners who could be eligible for this grant. She mentioned the old SCA location.

Councilmember House asked if there are any limitations on what a property could be used for under this program. Mr. Laney stated that there are not, but that they generally do not approve single family residences.

Andy Fernandez addressed the Mayor and Council regarding there being very limited information and no transparency on this item. He stated that the City has no business getting into real estate.

A break was held from 4:30 p.m. through 4:59 p.m.

9. Discussion regarding Parklets

Planning Director Michelle McNulty lead a discussion on whether to initiate City Code requirements for the introduction of Parklets in Flagstaff. Slides included:

- What are Parklets?
- What are the benefits of Parklets?
- Survey results
- What might be included in an ordinance?

Downtown Business Alliance Executive Director Terry Madeksza, Daniel Powell, Matthew Evans, and Tyler Denham addressed Council in favor of Parklets.

A written comment in opposition to parklets was submitted by Andy Fernandez.

Councilmember McCarthy asked Ms. Madeksza how many of the respondents were in favor of parklets. Ms. Madeksza stated there where 43 respondents on the first day and that there were 60 or 70 businesses who responded. She added that 67-69% of respondents were in favor of parklets.

Councilmember Salas asked Ms. Madeksza if she had a report of any increase in revenue or visitation because of the parklets. Ms. Madeksza stated that she does not have concrete information, but anecdotally they seem to add a vibrancy to the community and the businesses. She addressed other cities having more parklets and that there is information available that more money is spent when people are offered outdoor seating. She will share economic impact studies with Council at a later time.

Councilmember Aslan thanked Ms. Madeksza and the DBA for allowing him to attend the International Downtown Alliance conference that also covered parklets. Ms. Madeksza spoke about a parklet in Toronto while they were at the conference and how the parklet added use to the area.

Councilmember Salas asked Mr. Powell to speak to the opportunities for partnerships with other businesses, non-profit organizations, etc. moving forward. Mr. Powell stated that they often partner with Flagstaff Shelter Services and that they serve Pizzacletta pizza. They have done grand opening parties and they partner with the Orpheum Theater. The parklet is a great support for other businesses as well. He added that Pay N Take is doing slightly better than before the pandemic.

Councilmember McCarthy mentioned the improvements of the Pay N Take parklet and that the staff changed the sidewalk to allow for ADA access.

Vice Mayor Sweet asked how Mr. Powell came up with the aesthetics of the parklet. Mr. Powell stated that it was a great collaboration between Pay N Take, City Staff, and the DBA.

Councilmember Aslan thanked Mr. Evans for his comment and pointed out that the vibrancy of the two spaces being used as a public space is enormous.

Councilmember McCarthy asked about snow removal on the parklets and if they are interfering with the snow removal from the adjacent parking spots. Ms. McNulty stated that street maintenance has not been a concern to date and that staff is thinking it through.

Vice Mayor Sweet shared her experiences with the parklets and shared her support for them.

Mayor Deasy stated that he feels that parklets are a good amenity. He shared a few of his concerns of putting competition directly in front of a business.

Councilmember Aslan addressed the hesitation and the concerns that are out there and shared a best practice he learned at the conference regarding fees. He also shared that parklets do not have to always be used for outdoor eating that could be used as an artlet or a dog play area.

Mayor Deasy added that he wants to ensure that the opportunity is open to all types of businesses.

Councilmember Salas stated that fees and safety standards must be developed. She shared her support of parklets.

Councilmember McCarthy shared that he is in support and asked if parklets would only be allowed for establishments that have a business associated with the space. Ms. McNulty stated that any food trucks or the like would need a different permit. He also inquired about the businesses who do not support parklets and that those that oppose it are concerned about noise and that it would be improper to have live music at parklets.

Councilmember Aslan asked Mr. Clifton about losing the parking spaces. Mr. Clifton shared that he has heard that parking is not as constrained and that there has been a lot of vacancies in the new lots. Mr. McIntire added that ParkFlag has been a part of the conversation and they believe that there is enough inventory to accommodate the creation of parklets.

Councilmember House shared her support.

Mayor Deasy added that he would like to restrict the ordinance that parklets would not be allowed in residential areas and he also added that a noise ordinance would address the noise issues.

Councilmember Shimoni addressed amplified sound at parklets and stated that he supports allowing music on parklets.

10. Discussion and direction on a potential Property Care Ordinance.

Community Development Director Dan Folke provided a presentation on how to proceed regarding the maintenance and care of property. Associate Planner Jordan Hollinger reviewed the survey results. Heritage Preservation Officer and Neighborhood Planner Mark Reavis presented information regarding the draft standards. Slides included:

- Work Session Outline
- Project Team
- Staff Participation
- Why consider property standards now?
- What is a Property Maintenance Ordinance?
- Considerations
- Equity in Planning
- Property Maintenance Ordinance -- 2012
- Engaging the Community
- Flagstaff Community Forum Survey Overview
- Flagstaff Community Forum Survey Responses
- Survey Results -- Issues
- Survey Results -- Issue Takeaways
- Survey Results -- Impact and Importance
- Survey Results -- Impact and Importance Takeaways
- Survey Results -- Primary Concerns
- Survey Takeaways
- Working Group
- Working Group Topics
- Selected Approach
- Draft Standards
    - Purpose
    - Intent
    - Property Standard
    - Buildings and Structures Standard
    - Exemptions
- Appendix
- City Code
- Next Steps

Duffie Westheimer submitted written comments in support of a property care ordinance.

Jesse Dominguez spoke in support of the Property Care Ordinance.

Councilmember Salas asked Mr. Dominguez what his recommended next step is. He stated that he supports what Mr. Folke suggests with Option 1. Councilmember Salas asked Mr. Dominguez about the selected approach. He stated that the selected approach is the right one. He complimented Mr. Folke and his staff. Councilmember Salas expressed her gratitude to Mr. Dominguez for his leadership in the League of Neighborhoods and thanked the League for their participation.

Councilmember House expressed gratitude for the efforts the team put into the presentation on equity and the words they chose. She stated that she supports the Property Care Standard.

Councilmember McCarthy asked Mr. Folke if he is working to create a document that the public and code compliance can use to make the current code more easily understandable. Mr. Folke clarified that there would be an amendment to the code and that the new standards would be adopted and supported by the existing code.

Councilmember McCarthy asked about an abandoned house on Kutch, and he asked about the demolished mobile park on Blackbird Roost. He asked if the existing code would address these two properties. Mr. Folke stated that there was a cleanup in 2013 or 2014 of the Kutch house along with the County Health Department, but at the end of the day it is about the property owner. He stated Title 4 of the City Code could be used if it is a hazardous property, but the City has not used this yet and that could be improved. Councilmember McCarthy stated that he supports the approach but that it needs some refinement.

Vice Mayor Sweet asked how the Code Compliance Officers would be impacted by this change. Mr. Folke stated that staff responds to every call and that staff believes that these standards will help them to enforce the code. Vice Mayor Sweet stated that she is in favor of moving this forward with some modifications.

Councilmember Aslan echoed these views.

Councilmember Salas thanked the working group and the stakeholders and partners. She stated that supports the suggested recommended approach.

Mayor Deasy stated he would also like more information about the abandoned buildings. He stated that he is also concerned about the property care program and the Arizona State gift clause. He stated that he is in support.

Councilmember Shimoni stated that he supports moving forward with this item.

11. Public Participation

None.

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

Councilmember House stated the coming Saturday is Out of the Darkness Community Walk at 9:00 a.m.

Councilmember Shimoni stated the Meet and Greet with Water Services Director Candidates, IDP, and Roadmap are the following week.

Vice Mayor Sweet stated she was honored to speak at 19th Annual Sunnyside Day of Independence, she also stated later that week was the Coconino Plateau Watershed Partnership Tour.

Councilmember Aslan requested a FAIR item for a discussion about protecting access to abortion. Mr. Clifton stated he will get back to Council with a date. Councilmember McCarthy stated that there needs

to be an executive session on the topic.

Councilmember Salas stated she would like to hear from City Manager on the status of previous FAIR items. She stated the AZ at Work and Coconino Work Force Board had a meeting last week she stated they discussed the work and accomplishments of a few of the committees.

13. Adjournment

The September 27, 2022 City Council Work Session was adjourned at 7:15 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

JOINT CITY COUNCIL/COCONINO COUNTY WORK SESSION
MONDAY, OCTOBER 17, 2022
STAFF CONFERENCE ROOM
211 WEST ASPEN AVENUE
3:00 P.M. .

MINUTES

1.

Call to Order

Mayor Deasy called the Joint Meeting of the Flagstaff City Council and the Coconino County Board of Supervisors to order at 3:05 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
CHAIRWOMAN HORSTMAN	SUPERVISOR FOWLER
VICE-CHAIRMAN VASQUEZ	SUPERVISOR RYAN
SUPERVISOR BEGAY	
MAYOR DEASY	COUNCILMEMBER MCCARTHY
VICE MAYOR SWEET	COUNCILMEMBER SALAS
COUNCILMEMBER ASLAN	COUNCILMEMBER SHIMONI
COUNCILMEMBER HOUSE	

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

The Flagstaff City Council, the Coconino County Board of Supervisors, and the audience recited the pledge of allegiance. Councilmember Salas read the mission statement of the City of Flagstaff and Councilmember McCarthy read the 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. Public Participation:

Public Participation enables the public to address the Council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment on an item that is on the agenda is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your

remarks to three minutes per item to allow everyone an opportunity to speak.

None.

5. Flooding update

The Coconino County Board of Supervisors convened as the Coconino County Flood Control District Board of Directors.

Flood Control District Administrator and Deputy County Manager Lucinda Andreani provided a PowerPoint presentation that covered the following:

The County presentation included slides on:

- Brief History of Post-Wildfire Flood Mitigation
- History of Post-Wildfire Flooding
- Schultz-Pipeline Severe & Repetitive Flooding
- 2022 Post-Wildfire Flooding Severe & Repetitive
- Model Results
- Measured Recurrence Intervals Pipeline Fire Scar
- Major Emergency Mitigation & Response Efforts
- Schultz/Pipeline Flood Area Long-Term Flood Mitigation Plan
- On Forest Proposed Work Areas
- Flood Mitigation in East Side Neighborhoods
- 2022 Post Pipeline Design
- Highway Drainage Improvements
- Summary of Mitigation Costs
- Schultz Creek On-Forest Watershed Restoration
- Stabilization & Grade Control
- Reseeding & Mulching
- Process Steps Moving Forward
- Forest Restoration Initiative Upper Rio de Flag Watershed

Stephen Puhr provided comments about the mitigation in Coconino Estates on West Stevanna Way and spoke about the bubbler off of Highway 180. He asked that the culvert and the bubbler projects be fast tracked. Mayor Deasy pointed out that the contingency fund is not able to be used for this issue.

Councilmember Salas inquired about the Highway 89 efforts. Ms. Andreani explained that some areas did not qualify for emergency relief funding, as they did not suffer enough damage. While there is enough damage on North 89 to warrant funding, other parts of 89 are not sufficiently damaged, although improvements are needed. Staff is exploring alternatives like Protect Grants.

Councilmember Aslan asked about the distribution of mitigation funding and whether there are high-priority areas. Ms. Andreani clarified that the Flood Control District prioritizes forest mitigation, particularly considering the other eight watersheds.

Chairwoman Hortsman mentioned that the Board of Supervisors will focus on using funds effectively, prioritizing forest restoration, matching dollars, and addressing the number of homes and associated costs. She expressed concern about the west side of the peaks burning.

Supervisor Vasquez added that the projects are long-term and multi-year in nature. Supervisor Begay emphasized the need to prioritize impactful projects.

Councilmember House asked how the controls have changed due to the historic flooding. Ms. Andreani explained that the County is actively addressing the issue in meetings with the Forest Service, and a new protocol has been implemented, with the Federal Wildland Fire and Mitigation Commission contributing to discussions.

Councilmember McCarthy asked if any measures are being taken to improve fire response in the

upper Rio de Flag area. Ms. Andreani discussed the two processes in place for coordinating air resources and calling firefighters.

Councilmember Shimoni asked about public engagement for fire mitigation. Ms. Andreani mentioned that the Forest Service has enacted a campfire ban in the Peaks but emphasized the importance of enforcement.

Vice Mayor Sweet stressed the importance of keeping communication open and appreciated the collaboration.

Mayor Deasy asked about progress with NRCS funds. Ms. Andreani noted that there has been resistance from NRCS, but Congressman O'Halloran is working to secure funding. She also discussed the challenges of working in designated wilderness areas and how fire mitigation efforts must address areas susceptible to fire, even those considered wilderness.

Public Works Director Scott Overton provided a PowerPoint presentation on the City's response to the wildfire flooding. His presentation included the following:

- Flood Risk Assessment Overview
- Pipeline West Flood Area
- Rainfall intensity, 2022
- Inner Basin Pipeline
- Long-term Projects
- Schultz Creek Detention Basins
- 180 Improvements
- Option 1
- Option 2
- Matrix
- Season wrap-up

Councilmember Shimoni asked about outreach, education, and videos on how to place sandbags. He asked if staff is doing anymore videos on how to do mitigation efforts. Streets Director Sam Beckett stated that the video is still very applicable and that they are using videos from FEMA as well.

Chairwoman Horstman asked if staff is working with United Way. Mr. Beckett stated that the internal emergency response center is working on this right now and that they will work with external partners if needed. Chairwoman Horstman asked which alternative staff is leaning towards and Stormwater Manager Ed Schenk replied that Option 2 is the more favorable one at this time.

Ms. Andreani suggested that all mitigation methods should be maintained, especially on the east side. She added that the Flood District does not have the money for sandbags next year.

Chairperson Horstman congratulated the City on the Schultz Creek retention center work.

The Coconino County Flood Control District Board of Directors reconvened as the Coconino County Board of Supervisors.

A break was held from 4:40 p.m. through 4:45 p.m.

6. Update on the Flagstaff Regional Plan Process

Comprehensive and Neighborhood Planning Manager Sara Dechter and Coconino County Long-range Planning Director Melissa Shaw led a presentation on the Flagstaff Regional Plan Process. The slides in the presentation included:

- The Next Regional Plan
- Update Process
- Boards and Commissions Outreach
- Community Events
- Youth Outreach

- Visioning Workshop Agenda
- This Regional Plan Update
- Scenario Planning
- Upcoming Project Needs
- Plan Update Committee
- Project Contacts

Supervisor Vasquez expressed his gratitude on the thought of holding forums in Spanish and suggested an automated translation service.

Councilmember House stated her gratitude for sharing the art boxes with shelters and schools. She also asked about the feedback regarding engaging with Indigenous communities. Ms. Dechter stated that staff will be working with Indigenous Initiatives Coordinator Rose Toehe to work with Indigenous Leaders and that staff is also working with local Indigenous groups like the one at Flagstaff High School.

Councilmember Shimoni asked about video engagement and stated that it would be great to do a series of videos in multiple languages to help address the mistrust.

7. Military Installation Sustainability (MIS) Grant Update

Coconino County Community Development Director Jay Christelman introduced Project Manager Celeste Werner and Deputy Project Manager Ed Boik of Matrix.

- Today's Presentation
- Coconino MIS
- Non-conforming Lighting Database
  - Database Design and Construction
  - MOBILE APP: Field Maps
  - Dark Sky Web Apps
  - Parcel Reporting Application
  - Lighting Survey Progress Dashboard
  - Database Sustainability Plan
- Ariel Survey
  - Aerial Night Drone Survey Sites
  - Aerial Night Drone Survey
  - Aerial Survey
- Outreach and Education
  - Outreach Campaign Brochures
- Demonstration Projects
  - Residential and Non-Residential Success

Councilmember Aslan inquired about the economic impact study and how Dark Sky Tourism is factored in. Ms. Werner explained that the study includes both direct and indirect economic impacts. Direct impacts involve military bases, contractors, and other income sources, while indirect impacts include local businesses like restaurants and grocery stores. Matrix, the firm conducting the study, goes a step further by analyzing defense contractors outside of just the naval observatory and Camp Navajo, as well as tourism and industries connected to military missions. Stakeholder interviews are also part of the process.

Councilmember Aslan suggested a door-to-door campaign to distribute literature to constituents, promoting compliance. Ms. Werner agreed that elected officials are key ambassadors for education and that this is a crucial step in the educational plan.

Councilmember House asked about a video campaign and the accessibility of data on noncompliance. Mr. Boik clarified that the data is not currently public, but the GIS team is working on making it available.

Councilmember Shimoni thanked the team for their efforts and partnership with the County and

suggested video resources as well.

Chairwoman Horstman expressed gratitude for the efforts to maintain Dark Skies and emphasized the importance of ongoing educational events, thanking Supervisor Ryan for his support.

Councilmember Salas asked where constituents could find information on compliance. Dark Sky Specialist Janice Hakklah clarified that she is the primary resource for educational compliance.

Councilmember Aslan suggested giving out appropriate light bulbs as swag for Dark Sky Compliance education.

8. County and City Ballot Measures

Sheriff Jim Driscoll and Special Assistant to the County Manager Corey Ringenberg provided a PowerPoint presentation on the Jail Tax. Their presentation covered the following:

- Proposition 445
- Jail District Sales Tax
- The Need for the Jail Tax
- The Jail Tax Difference
- Inmate Programs
- EXODUS Program
- Fewer People Returning to Jail
- Space for Cultural, Spiritual, Traditional, Religious Connections
- With Jail District Sales Tax
- Without Jail District Sales Tax
- The Jail Tax and Flagstaff

Councilmember McCarthy asked what the tax would be exactly. Sherriff Driscoll stated that it is a half cent or $0.50 per $100 which is the legal maximum.

Supervisor Hortsman spoke about what would happen economically if the jail tax failed and how it would affect the general fund. She also expressed that more needs to be done for all the residents, even the incarcerated ones and that she would like to see the programs at the Jail expanded.

Councilmember Salas stated that it is important to communicate to voters that this tax is a continuation of a tax rather than a new tax and clarified the cost of the tax. She also expressed her support of the Pathways program.

Councilmember McCarthy stated that the reduction in the recidivism rate should be the main point in promoting this measure. Sheriff Driscoll stated that the Exodus program has been a great help with the recidivism rate and that he would love to expand programs to decrease recidivism more.

Councilmember Aslan stated that this is about recidivism and that the programs save money in the long run. He also spoke about extending the programing outside the jail walls to people who are asking before they end up inside the jail walls. Sherriff Driscoll stated that the Pathways program is set up that way and that the service area is right outside of the jail and that there is no delay for services.

Councilmember Shimoni commented on how through COVID the numbers in the community decreased in arrests and criminal charges and some people attributed that to the increase in Housing. He added that Housing is a big issue in recidivism. Sheriff Driscoll stated that lack of housing has been attributed to crime as has mental health issues. Councilmember Shimoni expressed his support of the Exodus program.

Supervisor Vasquez thanked Sheriff Driscoll for his work on the programs and he expressed the importance of the Jail Tax. He asked about services that were shut down during COVID and if those programs have been fully ramped back up. Sheriff Driscoll stated that they are very close to reimplementing all the programs and that they are very close to being able to end the mandatory isolation period.

Supervisor Begay stated that a lot of these programs are not proactive, and she stated that she wants to think about prevention as well.

Senior Deputy City Manager Shannon Anderson shared the Proposition 441 and 442 videos.

Chairwoman Horstman asked if the stormwater flood mitigation in Prop 441 was limited to Spruce Wash. Ms. Anderson stated that it is. Chairperson Horstman shared that housing in Flagstaff is the greatest limitation on the economic development of Flagstaff and she strongly supports both propositions.

9. Informational Items To/From Chairman, Supervisors and County Manager, Mayor, Council and City Manager

Mayor Deasy thanked the County Supervisors for the meeting and stressed the importance of the partnership.

Chairwoman Horstman expressed her thanks to the City and expressed that it is important for the community to see the two entities working together. She spoke about the "huddle" she, the Vice Chairperson, the Mayor, and the Vice Mayor started during the flooding incidents.

Councilmember Shimoni also expressed his thanks to the County and the leadership for both agencies. He also spoke about the CCJC's jointly funded position for the role of the coordinator and he welcomed Michael Jackowitz.

Councilmember Salas expressed her gratitude and spoke on the growth of the partnership over the last four years. She also addressed potential future partnership goals.

Chairwoman Horstman stated that the Board of Supervisors and the County are working on Short Term Rental policies collaborating with the City. She also addressed snow play.

10. Public Participation

None.

11. Adjournment

Mayor Deasy adjourned the Joint Council/Board of Supervisors meeting at 7:12 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 11, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held April 11, 2023, to order at 3:01 p.m.

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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. **Public Participation**

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Richard Castaneda, a student from NAU Sustainability and Earth Sciences, addressed Council about a study he is doing on active transportation and a survey he is performing as part of the study. He spoke about some of the infrastructure and non-infrastructure changes that his study suggested.

Volunteer and Event Coordinator for the City of Flagstaff's Sustainability Section Steven Thompson invited the Council and the audience to the Earth Day Celebration and spoke about the volunteer opportunities that occur in conjunction with the celebration.

Francine Moore who is a property owner in the Southside addressed Council regarding the flooding in the neighborhood due to snow runoff.

5. **Review of Draft Agenda for the April 18, 2023 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.

None.

6. Proclamation: Fair Housing Month

Councilmember House read the proclamation and the City Housing Staff accepted the proclamation. Shari from Southwest Fair Housing Council addressed the Fair Housing Session with DNA Legal Services the following day.

7. Proclamation: National Library Week

Mayor Daggett read the proclamation and the Library staff accepted it. Library Director Linda Tillson shared that this year's theme for National Library Week is "There is More to the Story" and shared some interesting facts about libraries.

8. Proclamation: National Telecommunicator Week

Mayor Daggett read the proclamation and Police Chief Musselman and Police Communications Manager Katie Brandis accepted it. Ms. Brandis thanked Council for the recognition and Chief Musselman shared his gratitude to the emergency technicians as well.

9. **Presentation and discussion regarding the City of Flagstaff Community Development Block Grant Program Year 2023 Annual Action Plan and Staff recommendations for Program Year 2023 CDBG funding allocations.**

Housing and Grants Administrator Kristine Pavlik gave a presentation on the annual action plan for the Community Development Block Grant Annual Action Plan. Slides included:

- Purpose & Agenda
- CDBG Overview

- What is the Community Development Block Grant?
- Why does the City of Flagstaff receive CDBG money?
- CDBG Primary Objective
- How can the City spend CDBG dollars?
- National Objectives
- Criteria for use of CDBG Funds
- How does the City access the funds?
- Target Areas
- Council/Staff Responsibilities
- Risk Assessments
- CDBG 2023 Annual Action Plan
- CDBG Funding Summary
- CDBG Requests Received
- Ranking Committee Recommendations
- Next Steps & Questions

Mayor Daggett asked about the La Plaza Vieja project and if it was for sidewalks. Ms. Pavlik stated that it was for sidewalks and drainage and the project was more expensive than anticipated. The project was broken down into phasing, and this was an ask for a phase II project.

Councilmember Harris asked when the La Plaza Vieja project will happen. Ms. Pavlik stated that once Capital leverages monies, they will know if they would like to request further CDBG funds.

Mayor Daggett stated that residents can approach their representatives to ask for more congressional allocations of CDBG funds for Flagstaff.

10. **Presentation regarding funding allocations for the City of Flagstaff American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds for Housing Assistance Projects**

Housing and Grants Administrator Kristine Pavlik gave a presentation on the funding allocations for the City of Flagstaff ARPA funds for Housing Assistance. Slides included:

- Local Recovery Funds
- City Council Allocations
- Congregate Care
- Housing Assistance
- 10-Year Housing Plan
- Broad Criteria for Evaluation
- Criteria for Evaluation
- ARPA Requests Received
- Ranking Committee Recommendations
- CDBG Annual Action Plan

Councilmember Harris asked how the City will ensure that these organizations are reaching out to the community. Ms. Pavlik stated that the grant application now asks how the organization will outreach to the community and that allows staff to assess applications and performance. Councilmember Harris asked how people can find out the results of the monitoring. Ms. Pavlik stated that there is a report to HUD that summaries the results. Councilmember Harris asked when staff will know when the organization meets their goals and Ms. Pavlik talked about the project measures.

Councilmember Matthews asked about the number of individuals that will be served by the funds and the timeframe of the service. Ms. Pavlik stated that the timeline is over a year. Councilmember Matthews asked about the impact of projects that were permanent versus temporary and Ms. Pavlik addressed how that impacted staff's rating with ARPA and CDBG funds.

Mayor Daggett asked about the partial funding and Ms. Pavlik stated that the organizations that received partial funds were able to potentially adjust their projects or find other funding sources. Mayor Daggett congratulated Housing Staff on their work.

Councilmember Matthews stated that she was surprised by the $75,000 rental support ask and Ms.

Pavlik addressed the ranking of the decisions and how The Salvation Army had other funding. Councilmember Matthews asked about Flagstaff Shelter Services hotel operations and if the request for hotel shelter operations was temporary and Ms. Pavlik addressed that the hotels are required to act as transitional housing.

Councilmember Sweet asked if feedback is given to applicants. Ms. Pavlik stated they do and always encourage applicants to speak to staff.

Councilmember Harris asked if an organization has not had any experience managing grants from the City, how do they gain that experience. Ms. Pavlik addressed the different ways that organizations are set up and how staff determines if the organization is ready to administer CDBG funds.

Councilmember Matthews asked if they are able to get fiscal seed funds and Ms. Pavlik stated that staff would prefer that they partner with a more experienced non-profit for a situation like that.

Councilmember Harris asked if staff works to partner larger groups with smaller groups. Ms. Pavlik stated that she has made that suggestion in technical advisory meetings.

Mayor Daggett added that staff is very accessible to organizations all year round.

Councilmember Harris stated that to get affordable/workforce housing, the City will need everyone on board.

Mayor Daggett asked the City Manger if Council could get a presentation on what the ARPA and CDBG funds are allocated on in the future.

11. City Procurement Policies and Procedures - Purchasing 101

Purchasing Director Patrick Brown, Procurement Specialist Teddy Callhan, and Sr. Procurement Specialist Emily Markel gave a presentation on the City's procurement policies and procedures. Slides included:

- Introduction
- Mission Statement
- Purchasing's Role
- Additional Procurement Responsibilities
- Regulatory Requirements

Vice Mayor Aslan asked how a procurement can be both open and sealed in an open sealed solicitation process. Ms. Markel explained the process in detail and how people can see the bid and that is the open part. She added that no one can see the bids until it is done being solicited. At the end of the solicitation period, the public can see the dollar amount, but that is it. After the evaluation is completed, staff asks Council to approve the contract and only after a contract is approved can the public or other bidders see the contract. Mr. Brown added that open means that it is open to the public but that they submit a sealed bid that staff can only see after the deadline.

- The Basics
- The Basics -- City Thresholds
- The Basics -- Informal
- The Basics -- Formal
- The Basics -- Formal or Informal
- Procurement Stats
- Improvements in Purchasing

Councilmember Matthews asked how Mr. Brown is handling the inflow of requests with a reduced team that is already small. Mr. Brown stated that the service level has dropped from what it should be and that they are behind. He is hopeful that staff will be able to catch up once the Procurement Manager is hired.

Vice Mayor Aslan asked if the team is large enough for the job that needs to be done. Mr. Brown stated that it may not be large enough, but he cannot tell until after staffing is full and current staff is trained. Vice Mayor Aslan shared his gratitude to the team.

Vice Mayor Aslan asked how the evaluation process is different when it is not an RFP. He asked Mr. Brown to speak to transparency and how the team assures a fair process, using the banking example. Mr. Brown addressed how it was evaluated and how RFQ and RSOQ are reviewed as well. He spoke about how the evaluation committee is created and how the public is involved in the committee. He also spoke about the evaluation committee process and the confidentiality of the process, and the way that they ensure that there is no conflict of interest or bias. Mr. Brown also spoke about the evaluation criteria. Vice Mayor Aslan asked about intangibles in evaluating proposals. Mr. Brown spoke about the value-added knowledge and experience criteria.

Mayor Daggett asked about the interviews in the process and if staff can ask a question that is not in the proposal. Mr. Brown stated that staff can ask them to expand. Mr. Brown added that they do ask new questions to all contractors. Mayor Daggett restated that it can be a question that was not in the solicitation. Mayor Daggett asked how the RFP and RSOQ language is created or dictated. Mr. Brown stated that the hierarchy is state statute, charter, and code. She also asked why we cannot award extra points to locally owned businesses. Mr. Brown stated that it is because that would be considered an unfair, biased practice. Mayor Daggett clarified that it is also defined by state statute.

12. **Agassiz Peak Renaming Process** (this item will occur no earlier than 5:00 p.m.)

Public Affairs Director Sarah Langley addressed Council on the name change proposal and that Agassiz Peak was currently being considered by the Arizona Board on Geographic and Historic Names.

Indigenous Commission member Darrel Marks addressed Council. He discussed the history of the project to change the name that was started by Flagstaff High School students before the pandemic.

Mashayla Tso, a student at the University of Arizona, presented on Restoring Agassiz Peak by the Indigenous Youth Advocates. Slides included:

- Map of the Peaks with Names for the Peaks in local languages
- The History behind the name of Agassiz Peaks
- How Agassiz Peak got its' name
- Why is this an issue for Indigenous communities?
- Sacred Given Names for the Agassiz Peak
- Quote from Indigenous Elders
- Quotes from Youth/Supporters
- Press Release
- Credit to the Youth Advocators that started this
- Closing Statement

Ms. Langley played a video from Coordinator for Indigenous Initiatives Rose Toehe.

Councilmember Matthews addressed honoring all the tribes in the area and stated that she is very encouraged to see the youth taking initiative.

Adam Shimoni addressed Council in support of changing the name of the Agassiz Peak.

Fawn Toya addressed Council and commented on the importance of the Agassiz peak for the Hopi tribe. She stated her support of changing the name of the Agassiz Peak.

Councilmember McCarthy thanked Ms. Toya for her comments and asked how to pronounce the proposed name which is Öo'mawki.

Michele James with Friends of Flagstaff's Future submitted written comments in support of renaming Agassiz Peak.

Mayor Daggett asked if Council supports this item, what is the next step. Ms. Langley explained the process. She stated that the Arizona Board on Geographic Names is in the process of gathering partner input and that if the Board decides to recommend the name change, they send that to the Arizona Secretary State and the Coconino County Recorder and it would be used at the state level. The recommendation is also sent to the US Board on Geographic Names and they then make a recommendation to change the name at the Federal level. If Council supports a letter tonight, staff will write the letter and send it to the Arizona Board on Geographic Names to support that process.

Councilmember House asked if the letter asked for Council to speak as a unified body or as individuals. Ms. Langley stated that it did not specify. City Manager Clifton stated that a collective input from Council was deemed to be most powerful.

Councilmember Matthews thanked City Manager Clifton for escalating this item. She asked if it is possible and appropriate for the City to reference the peak by the new name in the City's marketing and advertising while waiting for the decision. City Manager Clifton stated that staff will investigate that if that is the direction of the Council.

Mayor Daggett asked Mr. Marks how other tribes were brought into the discussion on the name of the Peak. She also thanked Mr. Marks for his work and the other students' work on this process. Mr. Marks stated that the name was picked at the very start of the discussion as the mountain of clouds. He further addressed the name decisions.

Councilmember McCarthy stated that he supports changing the name and sending a letter of support.

Vice Mayor Aslan stated his support and shared some thoughts on name changes. He added that he feels that Council should call on Snowbowl to change the name of Agassiz on their maps as well.

Councilmember House stated her support for moving forward and for sending a very-strongly worded statement of support.

Councilmember Matthews shared her support and the reasons for her support.

Councilmember Sweet shared her support.

Councilmember Harris stated her support for the letter and shared that she will bring this back to other groups that she is involved in to get them to share their support.

Mayor Daggett thanked the youth for their work on this. She shared her support as well.

Councilmember McCarthy asked that the letter states that there was unanimous Council support for the name change.

13. Public Participation

Anthony Garcia addressed the potential redevelopment of Fire Station 2 as the Joe Montoya STEM Learning Center in the Sunnyside Neighborhood. He shared the importance of the project to the community. He shared concerns about the funding of the project and asked for a presentation of the project as a FAIR item.

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

Councilmember Sweet asked about the discussion of snow removal in downtown and asked if a cinder discussion could be included in that discussion. She addressed the Capital Improvements budget retreat and asked that the business community be informed directly about construction.

Councilmember House shared at the budget retreat that there was an interesting conversation regarding a Flagstaff Poet Laureate and a Youth Poet Laureate and she would like to see that move forward perhaps with collaboration with the book festival.

Councilmember Harris shared her support of a Poet Laureate and extended an invitation to Ms. Cleo's Tea Party that was happening later in April.

Councilmember Matthews acknowledged the retreat and the importance of the projects. She also thanked Water Services, Public Works, Emergency Management, and Community Development for their response to the Lower Lake Mary levee and the 180 culvert issue.

Mayor Daggett stated that she had a tour of Camp Navajo with the Economic Vitality staff, ECoNA, and the Arizona Commerce Authority. She spoke about a visit from Congressman Eli Crane regarding forest health and flooding. She also thanked Attorney General Kris Mayes for coming up to Flagstaff and meeting with her, Councilmember Sweet, and Vice Mayor Aslan.

15. Adjournment

The Work Session of April 11, 2023, adjourned at 6:30 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, OCTOBER 10, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held October 10, 2023, to order at 3:03 p.m.

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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN (virtually)	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the Mission Statement of the City of Flagstaff, and Councilmember Harris read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Jonathan Dioniso addressed Council regarding discrimination against people who are blind or have sight problems. He stated that there is no braille at the police station, the hospital, or the library and encouraged Council to make changes to code to require braille in businesses and facilities. He also encouraged Council to hire a person to check for accessibility for people who are hard of sight.

Andy Fernandez addressed Council regarding corruption and nepotism.

5. Review of Draft Agenda for the October 17, 2023 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.

Councilmember Harris asked to pull item 10B, regarding the rental incentive bond program, and place it on a future Work Session. Council supported moving this item to a Work Session.

6. Proclamation: Domestic Violence Awareness Month

Mayor Daggett read the proclamation. Victim Witness Services Executive Director Jen Runge accepted the proclamation and shared a few words. She spoke about how important the support from the City is and that awareness of the resources is essential.

7. Business Listening Tour - Healthcare

Business Retention and Expansion Manager John Saltonstall shared a few updates on contracts for the Economic Development department and led a discussion about area businesses that are part of the bio-medical research and development, healthcare, and manufacturing sectors. He introduced several different presenters. POBA Medical, Dr. Ann Newland the CEO from North Country Healthcare, Dylan Moore with Venn Center, and Dr. Aaron Tabor for Axolotl Biologix.

Chief Operating Officer Tyler Kasprzyk with Plain Old Balloon Angioplasty (POBA) shared a presentation which included the following slides:

- Mission Statement
- Business Goals
- Defining
- Location
- POBA Employee Tree
- Challenges: Doing Business in Flagstaff
- Successes: Doing Business in Flagstaff

Councilmember Matthews asked about the transportation issues and Economic Vitality Director Heidi Hansen spoke about the airport shuttle and stated that a bus route to the airport is not as interesting to the public as a shuttle. She added that the grant had run out and that Mountain Line had issues finding bus drivers.

Councilmember House asked about the housing challenges and what solutions have been looked at.

Mr. Kasprzyk stated that they have looked at incentives for employees and stated that it is a missed opportunity.

Dr. Newland with North Country Healthcare presented:

- What is North Country HealthCare?
- Our History
- Our Locations
- Our Healthcare Services
- Colorado Plateau Center for Health Professions in Northern Arizona
- Health Career Pathway for Healthier Communities
- NCHC Awarded Federal Funding for Family Medicine Residency in 2019
- Complex GME Funding
- Class of 2023 Graduates
- Class of 2024
- Class of 2025
- Class of 2026
- Economic Impact
- Estimated Economic Impact of North Country Family Medicine
- What's Next

Mayor Daggett asked if housing is an issue for North Country when hiring. Dr. Newland stated that it has been an issue and that they have prospective employees look at the cost of living before they extend an offer. Mayor Daggett added that she hears from residents that there is a lack of primary care doctors. She asked Dr. Newland if there is a deficit nationally or the state and Dr. Newland said that it is a nation-wide issue and especially in Arizona.

Councilmember House asked Dr. Newland to define community-based training. Dr. Newland spoke about how most residencies are set in university-based hospitals. She then addressed how the community-based residencies are different and train residents to serve a community rather than an academic-based hospital system.

Councilmember Harris asked about the selection of residents. Dr. Newland spoke about the Match program and that there were 600 applicants to the program last year with about 50 interviews granted. She added that every student will make a ranked list to see where they would like to be placed. There is then an algorithm that helps assign the residents.

Councilmember Harris asked if the staff of North Country matches the demographics of their clientele. Dr. Newland stated that some of the staff are in the same demographic, but once you get up to the higher levels, there is less diversity. She explained the demographics in the clientele at North Country. Councilmember Harris asked if North Country provides training on treating a diverse population. Dr. Newland spoke about their diversity training for their family-treatment residents.

Councilmember Harris asked how the residents afford to live in Flagstaff. Dr. Newland spoke about the efforts that the staff makes to ensure that the residents have creative ways to address their housing issues.

Dylan Moore with Arizona Liver Health (ALH) presented to Council. Slides included:

- ALH was started and is run by world renowned hepatology and infectious disease providers.
- Liver Disease Specialty Does not Exist in Northern Arizona
- Arizona Liver Health was selected by AZDHS to grow a Hepatitis C Elimination Program in AZ
- Improving HCV treatment Outcomes by Blending Healthcare Delivery Models
- Clinic Locations
- Community Testing Partnerships
- Outreach Coordinator Team Pictures

Councilmember Matthews stated that she is glad to see the service coming to Northern Arizona and asked about fatty liver disease versus Hepatitis C. Mr. Moore explained the causes of fatty liver and that Hepatitis C has a stigma of being caused by drug use, but that it is not the only cause. He added

that part of their goal is to educate on the other causes.
Councilmember Matthews asked if liver transplants can be avoided if the disease is caught early. Mr. Moore spoke about how the infection is silent and by the time the disease has symptoms, the disease is well-advanced. He spoke about the anti-viral drugs available now that can cure the disease.
Councilmember Sweet asked about VEN's experience with the move to Flagstaff. Mr. Moore spoke about the cost of living being a determent and that they have had to adjust pay scales for the city over what they pay in Tucson or Phoenix. Dr. Tabor of Axoltl Biologix presented:

- Products and Process
- The Products: Axolotl Grant and Axolotl DualGraft
- Axolotl Ambient -- currently under FDA investigation
- Axolotl DualGraft picture
- Regulatory Compliance
- Non-Healing Wound Following Surgeries Treated with Axolotl Ambient and Axolotl DualGraft
- The Future of Axolotl Biologix

Councilmember Matthews asked about when the placental tissue is gathered and if it is after birth or from abortions. Dr. Tabor spoke about the guidelines for tissue collection and about how they receive the tissues from other organizations who collect tissues only from c-section births.

Councilmember Matthews asked about the pictures of the wound-care and Dr. Tabor explained the picture and the scars.

Councilmember Matthews asked how long he has lived here and what was his experience with affordable housing. Dr. Tabor spoke about his experience and stated that he has been in Flagstaff permanently since 2009, so he has been lucky. He can think of two senior scientists who have turned down employment at Axolotl due to the cost of living.

Councilmember McCarthy stated that the technology is very impressive and asked why the company is based in Flagstaff. Dr. Tabor stated that he is indebted to the Flagstaff community, especially NAU. He added that Flagstaff is new, fresh, and ripe for biotech with a lot of untapped potential for medical bioscience here.

Councilmember Sweet asked Dr. Tabor to expand upon Axolotl's experience with NACET and Moonshot. Dr. Tabor spoke about the facilities and how they were not up to FDA standards. Axolotl was able to take the FDA handbook and have NACET and Moonshot update the facilities right away. They were instrumental in Dr. Tabor's opinion.

Mayor Daggett asked what sort of business growth Dr. Tabor foresees. Dr. Tabor spoke about the upcoming cosmetic line and the need for more positions for those areas. They are also looking at a dental and ocular line and those will also stay in Flagstaff for research and development.

Andy Fernandez commented on the presentation.

8. Presentation from the Commission on Inclusion and Adaptive Living Regarding Pedestrian Accessibility

The Commission on Inclusion and Adaptive Living Chairperson Russ Randall and Vice Chair Rachael Simukonda gave a presentation on issues with the sidewalks that affect the differently abled people in Flagstaff. The presentation covered issues with bulk trash pickup, trash cans, broken sidewalks, parking on sidewalks, business supplies taking up the setback, ADA-disabled parking spots, ADA parking and hash-marked sections, sandbags, snow removal, and suggested actions.

Code Compliance Manager Reggie Eccleston thanked the commission for the presentation and that he appreciates the struggles that the commission shared. He shared that the department is in the process of revamping the outreach they give to the community and that another employee has been hired to help with the outreach and remedies. He also shared that they are getting more equipment to help and that he can meet with the commission members to work together to find solutions.

Public Works Director Scott Overton thanked the commission and stated that staff met on Friday to go through the identified issues. He asked for some time for staff to go through the presentation and for staff to be able to work with the commission to remedy the issues. He pointed out that education for residents would be very useful and that the commission could help develop some of the educational pieces.

Mayor Daggett asked what the process is to report a damaged sidewalk. Mr. Overton stated that Public Works takes that report and then staff addresses them. He added that staff could work with Public Affairs to improve outreach of the program.

Sustainability Supervisor Steven Thompson spoke about the Snow Heroes program and stated that he will be presenting to the commission in November.

Mayor Daggett asked if local groups will be able to sign up for the program and Mr. Thompson stated that he is hopeful to make those local connections.

Mayor Daggett thanked the Commission for their work on the presentation.

Keith Becker, a member of the commission, addressed Council. He stated that the commission is focused on the usability of the sidewalks for walking and wheel-chair use. He added that some of the improvements that the commission will be making are recommendations that cost money and perhaps funds could be found in Prop 419 taxes. He invited all city staff to brainstorm ideas to address obstructions. He also stated that he believes that education is essential to fix the issues.

Councilmember Matthews stated her appreciation to the commission. She added that education of residents could be a good solution to mitigate issues. She added that communications within departments in the City could increase the impact as well.

Councilmember McCarthy spoke about being flexible with small businesses being required to have ADA parking. He added that he has seen the issues with sidewalks and that the first step is education. He suggested putting educational materials in the water bills. He added the second step would be more education in the form of warnings, such as stickers on the car, trash can, or front door. He stated that the third step would be enforcement, with perhaps the first warning not having a fine, but every infringement after that should be ticketed with a fine. He strongly suggested educational stickers to place on offending trash cans. He also spoke about snow removal and how equipment needs to be found that prevents snow berms being placed in people's driveways.

Mr. Randall spoke about the trash cans and the stickers.

Ms. Simukonda talked about potentially having a work group create materials and Mayor Daggett referred the creation of materials to Public Affairs.

Councilmember Sweet shared her appreciation and stated that the conversation is a great first step. She added that some social media and videos on disability and trashcans/snow removal could be useful.

Mayor Daggett added that the snow last year challenged everyone and shared her appreciation for the commission.

9. Recycling Updates and Path Forward

Public Works Director Scott Overton, Solid Waste Director Evan Tyrrell, Sustainability Supervisor Summer White, Community Engagement Specialist Samantha Victor, and Public Affairs Director Sarah Langley gave a presentation to Council on the status of the City's recycling program and operations. Slides included:

- Presentation Objectives
- Recycling Landscape -
- History of the Flagstaff MRF
- Recycling in Flagstaff

- MRF vs. Transfer Facility
- 2023 Actions and Impacts
- Recycling Costs
- Outreach Updates
- Direct Outreach
- Social Media Outreach
- Social Media Engagement
- Outreach Strategy -- Next Steps
- Community Behaviors
- Next Steps & Projected Timeline
- Timeline
- RFP Goals and Objectives

Mayor Daggett thanked staff for the presentation and for figuring out how to keep the recycling program going.

Ward Davis addressed Council regarding the recycling data. He suggested pulling corrugated cardboard and how there may be money that could be made from a program. He also suggested making the MRF conference room into a recycling outreach center. He addressed some of the issues in the current building and doing outreach from the center. He suggested that the priority to have personal outreach for recycling should be moved up the priority list.

Mayor Daggett asked Mr. Davis about cardboard. Mr. Davis stated that the amount of cardboard that Norton collected was about 40% and only about 34% with Friedman. He further explained that when cardboard is compressed it loses value and that it cannot be sold.

Mayor Daggett asked Mr. Tyrell if staff has considered the cardboard recycling program and Mr. Tyrrell explained the efforts staff is making regarding the cardboard.

Councilmember McCarthy asked to review the plastic in recycling and if they must be a certain number to be able to be recycled. Mr. Tyrell stated that plastic recycling is very complicated. He added that numbers one and two are valuable, and that plastic bags and packing materials jam machines. He spoke about clam shells and how they are required to be separated, but there are emerging and growing markets that would allow for other plastic materials to be recycled. Mr. Tyrell also addressed the level seven plastics and that they are not currently recycled. Councilmember McCarthy reiterated that plastics one and two should be recycled and all others should be thrown away.

Councilmember Matthews thanked the team for their collaboration and teamwork.

10. Public Participation

None.

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

Councilmember Harris stated she was going to attend the Arizona Town Hall in October. She stated that next week she was meeting with Wiseman Aviation at the Airport. She requested a FAIR for Council to have a presentation on ethics and stated that NAU's Ethics Program could be helpful.

Councilmember Matthews stated she is participating in the volunteer service day picking up trash with Discover Flagstaff at Swift Travel Center. She stated the Indigenous Commission met recently and there was a great presentation from Assistant Parks and Recreation Director Amy Hagin on progress on the Indigenous Cultural Center. She stated that her and Councilmember Harris with City Attorney Sterling Solomon and Deputy City Manager Joanne Keane had a tour of the Inner Basin with Jacobson's Engineering and Hunter Contracting. She stated the work that has been done was impressive and remarkable.

Councilmember Sweet stated she attended the International Downtown Alliance Conference in Chicago.

Councilmember McCarthy stated he attended Indigenous Peoples' Day and the recent Metroplan Executive Board Meeting.

Mayor Daggett stated the community could go to the Arizona Town Hall website to register for the Town Hall. She stated that she recently attended Indigenous Peoples' Day and recognized Coordinator for Indigenous Affairs Rose Toehe and the Indigenous Commission. She stated the International Downtown Alliance Conference will be coming up and the Downtown Vision will be presented at the meeting. She reminded the community that is was World Mental Health Day.

City Manager Clifton stated the retreat for Council on 10/12/2023 will be at the Aquaplex. He stated he will be traveling the first two weeks of November.

12. Adjournment

The Work Session of the Flagstaff City Council held October 10, 2023, adjourned at 6:25 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

JOINT CITY OF FLAGSTAFF / COCONINO COUNTY WORK SESSION
MONDAY, OCTOBER 16, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1.

Call to Order

Mayor Daggett called the Joint Work Session of the Flagstaff City Council and the Coconino County Board of Supervisors to order at 3:02 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
CHAIRMAN VASQUEZ	
VICE-CHAIRWOMAN BEGAY	
SUPERVISOR HORSTMAN	
SUPERVISOR RYAN - ABSENT	
SUPERVISOR FOWLER- Joined at 3:37 p.m.	
MAYOR DAGGETT	
VICE MAYOR ASLAN	COUNCILMEMBER MATTHEWS
COUNCILMEMBER HARRIS	COUNCILMEMBER MCCARTHY
COUNCILMEMBER HOUSE	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton, City Attorney Sterling Solomon, County Manager Steve Peru.

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

The Council, Board of Supervisors, and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Councilmember Harris read the 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. Public Participation:

Public Participation enables the public to address the Council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment on an item that is on the agenda is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak.

None.

5. Update on the Flagstaff Regional Plan 2045 Process

Comprehensive Planning Manager Sara Dechter and Coconino County Long Range Planner Melissa Shaw led a discussion on the Regional Plan Process. Their presentation covered the following:

- Process for Updating the Plan
- The Next Regional Plan
- Scenario Choosing --
- Scenario Development
- Scenario A: Business as Usual
- Scenario B: Complete Communities
- Scenario C: Urban Centers and Corridors
- Scenario D: Neighborhood Infill
- Community Engagement

Mayor Daggett asked if the committee will always meet on Tuesdays or if there is a set day of the week at this time. She asked when they would be meeting and what the frequency of meetings would be. Ms. Dechter stated that there is not a set day for the group's meetings at this time, and staff is working with the members to find appropriate meeting days. They will publish the whole schedule on the website. Mayor Daggett asked if the meetings would be open to the public. Ms. Dechter stated that they are and that they will be available via Zoom and recorded. They will also be held in the evening.

- Scenario Choosing
- Community Based Organizations
- Technical Advisory Group
- Regional Plan Committee
- Committee Schedule
- Council and Board Engagement
- Comprehensive Plan Schedule

Chairman Vasquez asked about the ballot initiative. Ms. Shaw stated that it is a requirement of the Arizona Revised Statutes which is specific to Cities and Towns for cities over 50,000 people. Ms. Dechter further explained the requirements to approve a general plan in the State of Arizona. The citizen review session is a city requirement rather than a state statute requirement.

Chairman Vasquez asked if the ballot initiative fails if the plan would need to go back to the drawing board before it could go to the County. Ms. Dechter spoke about what happened in Scottsdale and mentioned that this county is the only area where the County and the City work together on the plan. She added that the City has never failed a plan.

Councilmember House asked for clarification on the citizen review sessions point and what the requirement is. Ms. Dechter stated that City Code Title 11 requires that the Planning and Zoning Commission hold a Citizen Review Session. There is a requirement that the City made for itself, and it is very useful for engagement. Staff is comfortable that as long as the timing requirements are met and combining the meetings as a joint meeting would prevent multiple people from reading very tedious packets over and over with minute changes.

Supervisor Horstman expressed her appreciation of the partnership and spoke about how the general plan for the City can be used as a roadmap for the County.

Supervisor Begay thanked the staff and the community members for developing the plan and that she thinks it is very important for the City and County to work together on these measures.

6. Informational Items To/From Chairman, Supervisors and County Manager, Mayor, Council and City Manager

Supervisor Begay shared that there is a lot going on with the County and that she appreciates the continued partnership on the comprehensive plan.

Councilmember Harris spoke about the Black Student Union at NAU and that they are sponsoring a Martin Luther King, Jr. program that will be held on the NAU campus. The group will reach out to the Coconino County Board of Supervisors and the Flagstaff City Council for support. Councilmember Harris congratulated the students on their work on the program for the last 40 years.

Supervisor Horstman spoke about rural groundwater management. Governor Hobbs formed a groundwater management group for rural counties. She stated there will be a groundwater networking lunch on October 25, 2023, from 11:15 a.m. to 1:00 p.m. at the Aspen Room. The Southwest Audubon Society is the sponsor.

Supervisor Fowler shared that she is at a broadband meeting in Farmington, and she is on her way to Page for another session. She shared that the Western Navajo Fair will be held in Tuba City later in October and the Balloon Regatta in Page the first weekend in November.

Chairman Vasquez announced that Supervisor Ryan will be retiring after 27 years of service. He shared that they will be making an appointment for his seat in January 2024 and will be starting an appointment process. He shared that he will be attending the Rural Transportation Summit and he will present on the Lone Tree Corridor project. He added that there will be an Indigenous Peoples event later in the week.

Mayor Daggett thanked City and County staff for all the outreach they have done around the Regional Plan.

7. Public Participation

None.

8. Adjournment

The Joint City/County Work Session of October 16, 2023 adjourned at 3:53 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 7, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:03 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT VICE MAYOR SWEET COUNCILMEMBER ASLAN COUNCILMEMBER GARCIA (arrived at 1:04 p.m.) COUNCILMEMBER HOUSE COUNCILMEMBER MATTHEWS COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Legal Advice on Arizona Proposition 314 and ARS 11-1051

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 7, 2025, reconvened into Open Session at 2:21 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 14, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
12:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 12:04 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT VICE MAYOR SWEET COUNCILMEMBER ASLAN COUNCILMEMBER GARCIA COUNCILMEMBER HOUSE (arrived at 12:06 p.m.) COUNCILMEMBER MATTHEWS COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

ii. Water litigation and Northeastern Arizona Indian Water Rights Settlement

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 14, 2025, reconvened into Open Session at 2:14 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 21, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:02 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT (virtual) VICE MAYOR SWEET COUNCILMEMBER ASLAN (virtual) COUNCILMEMBER GARCIA (virtual) COUNCILMEMBER HOUSE (virtual) COUNCILMEMBER MATTHEWS (virtual) COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

ii. Litigation Update

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 21, 2025, reconvened into Open Session at 2:31 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 28, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:04 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant and discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body. Records, documentation, notes, or other materials made by, or provided to, the representatives pursuant to this paragraph are confidential and exempt from public disclosure under this chapter and title 39, chapter 1.(A)(3)(9).

i. City Hall Meeting Protocol, Security, and Safety Plans

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 28, 2025, reconvened into Open Session at 2:30 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 4, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:02 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT (virtual) VICE MAYOR SWEET COUNCILMEMBER ASLAN (virtual) COUNCILMEMBER GARCIA (virtual) COUNCILMEMBER MATTHEWS COUNCILMEMBER SPENCE	COUNCILMEMBER HOUSE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Legal advice regarding existing City nuisance policies

ii. Legal advice regarding potential micro mobility share (e.g., e-bikes, scooters, etc.) in Flagstaff and related permits and agreements.

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 4, 2025, reconvened into Open Session at 2:47 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 18, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:01 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT (virtual) VICE MAYOR SWEET COUNCILMEMBER ASLAN (virtual) COUNCILMEMBER GARCIA (virtual) COUNCILMEMBER HOUSE COUNCILMEMBER MATTHEWS COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. §38-431.03(A)(3), (4), respectively

i. Litigation Update

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 18, 2025, reconvened into Open Session at 1:12 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 18, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held February 18, 2025, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Vice Mayor Sweet read the 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.

Khara House addressed Council and wished Happy Birthday to members of the City Attorney's office.

DJ addressed Council and spoke about a claim filed against Flagstaff Shelter Services for negligence.

Melinda Cole addressed Council with concerns about the reduction in bulky waste pickup.

Jill Dyer addressed Council regarding the noise dispute with Southside Tavern. She encouraged the Council to visit the bar and get the facts.

Matthew Dyer addressed Council and also spoke about the noise issues aimed at Southside Tavern. He indicated that he had purchased a noise meter to monitor sound all day so he could adjust as needed.

Colleen Maring, Chief People Officer and General Counsel for Northern Arizona Healthcare, addressed Council and expressed gratitude to their employees and physicians during the shortage of sterile IV fluids resulting from Hurricane Helene. She also spoke about the Nurse and Tech of the Year and thanked AZ Credit Union and Findlay Toyota for their participation and support.

Richard O'Keeffe addressed Council with concerns about changes in street signage with the use of upper- and lower-case letters and removal of directional references.

Resilience Hub Specialist Sam Wiley addressed Council announcing an upcoming emergency preparedness workshop series.

Nik Merlino addressed Council with concerns about a dumpster location in Southside that was causing private property issues.

5. COUNCIL LIAISON REPORTS

Councilmember Aslan reported that he had attended the Metro Plan Strategic Advance, there was discussion of grant opportunities for Flagstaff in terms of micro-mobility and streets projects.

Vice Mayor Sweet reported that the Mountain Line meeting was that week as was the Water Commission. She also reported that at the last Beautification and Public Art Commission meeting they approved a new color for a sculpture that's out at the airport.

Councilmember House reported that the Housing Commission met on a proposed resolution coming to Council in March. She also reported that the Commission on Diversity Awareness would be meeting to discuss proclamations and the rainbow crosswalk proposal.

Mayor Daggett reported that the Flagstaff Housing Authority meeting was that week.

6. APPOINTMENTS

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

A. **Consideration of Appointments:** Heritage Preservation Commission

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to appoint Jose "Jesse" Dominguez to a Historic Property Owner position on the Heritage Preservation Commission with a term ending in December 2026.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments:** Commission on Inclusion and Adaptive Living

Moved by Councilmember Austin Aslan, **seconded by** Councilmember David Spence to appoint Sarah Dorman to a term expiring in March 2027.

Vote: 7 - 0 - Unanimously

Moved by Councilmember David Spence, **seconded by** Councilmember Austin Aslan to appoint Rasheera Dopson to a term expiring in March 2028.

Vote: 7 - 0 - Unanimously

7. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the Consent Agenda as presented with the exception of Item 7D.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Graybar Electric Company, Inc. for SCADA/IS for Water and Wastewater treatment software and hardware in the amount not to exceed $195,152.45, annually.

1. Approve the Cooperative Purchase Contract with Graybar Electric Company, Inc. ("Graybar") for SCADA/IS for Water and Wastewater treatment software and hardware in the amount not to exceed $195,152.45, annually; and
2. Request the City manager to execute all the necessary documents.

B. **Consideration and Approval of Ratification:** Letter of Support for the AZ SMART Fund

Retroactively approve the letter of support to the Arizona State Transportation Board.

C. **Consideration and Approval of Contract:** This agreement between the City of Flagstaff and the Arizona Department of Forestry and Fire Management will allow for the implementation of a Community Wildfire Defense Grant that will fund an update of the Greater Flagstaff Area Community Wildfire Protection Plan.

Staff recommend approving this agreement. This $295,000 agreement will provide $250,000 from

the AZ Department of Forestry and Fire Management to update the Greater Flagstaff Area Community Wildfire Protection Plan.

D. Consideration and Approval of Contract: Cooperative Purchase Contract with Phil Long Ford of Denver, LLC in the amount of $159,849.75, for the purchase of three 2024 Ford F150 Responder Units for use as Battalion Chief vehicles for the Flagstaff Fire Department.

Kelly Cullen addressed Council with concerns that Flagstaff had an ongoing practice to not purchase locally. He expressed frustration that local businesses were not included in the vehicle purchases and felt that the transportation of the vehicles should be enough to table the matter.

Facilities and Fleet Section Director Jen Brown offered that staff reached out directly to the Ford and Chevrolet dealers in Flagstaff. Babbitt Ford was not able to provide the vehicles immediately and required a lengthy order process of six months to a year. Chevrolet, on the other hand, did not manufacture a Special Services Vehicle suitable for public safety use. To meet urgent needs, especially after vehicle losses due to a collision and engine failure, they contacted a large supplier in Colorado, which had three units available for immediate purchase. Proper procurement procedures were followed for the acquisition.

Mayor Daggett asked about purchase bank ordering. Ms. Brown explained that it was the designated period when government fleet vehicles must be pre-ordered rather than bought directly from a dealership lot. For example, Ford's ordering bank for police vehicles opens in July and closes in October, setting a cap on how many units can be manufactured. Once the window closes, no more orders can be placed, and production begins. Some large dealerships, like the one in Colorado, order extra vehicles beyond agency requests. This allowed them to have additional stock available for agencies that miss the ordering window or need urgent replacements. Their ability to pre-purchase ensures faster access to specialized vehicles when needed.

Councilmember Garcia indicated that all businesses could sign up to be included in the procurement process and notified of upcoming purchases.

Councilmember Matthews shared that the city always wanted to purchase local when they could, and staff is good about reaching out to local vendors to do what they can to facilitate that purchase locally. Vehicles in particular were in high demand, and it was important to obtain them as quickly as possible when they become available and that could mean purchasing outside of Flagstaff.

Councilmember Aslan asked about the possibility of local vendors receiving additional points in the procurement process. Purchasing Director Patrick Brown explained that there was a timing issue with dealerships because they would not hold vehicles. Often time, by the time the regular procurement process was done, the vehicles were no longer available. They have resorted to cooperatives when things were urgent, especially with public safety. In a bidding process, it was the dollar amount that determined the best bid and legally the city was unable to provide a local preference on procurements. He added that staff had been engaging with the local dealerships to try and get them onto cooperative contracts.

Councilmember Spence asked if Ford made any F150 Lightnings that met the Special Service Vehicle requirements. Ms. Brown indicated that they did not but that the Lightning did meet the needs of other areas within the city fleet and they have been introduced when available.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to approve Cooperative Purchase Contract with Phil Long Ford of Denver, LLC in the amount of $159,849.75, for the purchase of three 2024 Ford F150 Responder Units for use as Battalion Chief vehicles for the Flagstaff Fire Department and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

E. **Ratification and Approval for Use of Council Initiative Fund:** for use of the Council Initiative Fund to support the Flagstaff Big Read 2025 in the amount of $1,400, the CocoNuts Robotics Team in the amount of $2,500, and the Downtown Movies on the Square in the amount of $3,000.

1. Ratify the use of the Council Initiative Fund for the following:
   - Flagstaff Big Read - $1,400
   - CocoNuts Robotics Team - $2,500
   - Downtown Movies on the Square - $3,000

F. **Consideration and Approval of a Contract:** Purchase of Materials/Services with Summitt Forests, Inc. in an amount not to exceed $217,042 for thinning on US Forest Service Road 535 as part of Supplemental Project Agreement 22-PA-11030400-043 between the US Forest Service - Coconino National Forest and the City of Flagstaff.

1. Approve the Contract for Purchase of Materials/Services with Summitt Forests, Inc. in an amount not to exceed $217,042 for thinning on US Forest Service Road 535 as part of an agreement between the US Forest Service - Coconino National Forest and the City of Flagstaff; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Settlement:** Apprpve the settlement of the Lorraine Crim Notice of Claim dated September 13, 2024, and amended on September 23, 2024.

1. Approve settlement of the Lorraine Crim claim pursuant to the terms discussed in executive session, and
2. Authorize and direct the City Manager and/or City Attorney to execute all documents and take other actions as are necessary to finalize the settlement.

8. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2025-02 and Ordinance No. 2025-01:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00216 - Resource Protection Standards Applicability" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-02.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2025-01 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-24-00216 -- RESOURCE PROTECTION STANDARDS APPLICABILITY"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2025-01.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2025-03 and Ordinance No. 2025-02:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk, entitled "PZ-24-00217 - Urban Farm Land Use" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to adopt Resolution No. 2025-03.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to read Ordinance No. 2025-02 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-24-00217 -- URBAN FARM LAND USE"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to adopt Ordinance No. 2025-02.

Vote: 7 - 0 - Unanimously

9. REGULAR AGENDA

A. **Consideration and Acceptance of Highest Bids for Solicitations 2025-30 and 2025-31 for Sale of Real Property (Koch Field subdivision) and Consideration and Approval of Purchase Agreements:** with Open Sky Development, LLC for sale of 9.26 acres of residential land; and with Silver Saddle Development, LLC for the sale of 12.52 acres of residential land.

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following:

KOCH FIELD PARCEL SALE
VICINITY MAP

Mayor Daggett confirmed that 100% of the proceeds had to go to the Self Insurance Trust Fund to which Mr. Doty responded yes.

Councilmember Garcia asked if the sale was an adequate return on investment. Mr. Doty stated that it depended on the time value of money. It was a $1.1 million investment, and the city was selling for $1.3 million.

Moved by Councilmember David Spence, **seconded by** Councilmember Lori Matthews to accept the highest bid for Solicitation No. 2025-30 and approve Real Estate Purchase and Sale Contract for sale of 9.26 acres of residential land for $664,000 to Open Sky Development, LLC and accept the highest bid for Solicitation No. 2025-31 and approve Real Estate Purchase and Sale Contract for sale of 12.52 acres of residential land for $823,000 to Silver Sky Development, LLC and find that properties are not suitable for City development of affordable housing as proceeds from the sale need to be returned to Self-Insured Trust Fund.

Vote: 7 - 0 - Unanimously

B. Consideration and Adoption of Resolution No. 2025-09 and Ordinance No. 2025-03:
An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 13-09-002-0012, Private Pressure Wastewater Mains and Services.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to read Resolution No. 2025-09 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "2025 - PRESSURE WASTEWATER CODE AMENDMENT

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to read Ordinance No. 2025-03 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 13-09-002-0012, PRIVATE PRESSURE WASTEWATER MAINS AND SERVICES, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "2025 -- PRESSURE WASTEWATER CODE AMENDMENT"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

10. DISCUSSION ITEMS

A. Discussion on reclaimed water rates following Council's request from the April 2, 2024 Council Meeting.

Water Resources Manager Erin Young provided a PowerPoint presentation that covered the following:

RECLAIMED WATER RATES DISCUSSION
AGENDA
WHAT IS RECLAIMED WATER?
RECLAIMED WATER TRENDS
RECLAIMED WATER POLICY
EXAMPLES OF EXISTING POLICY FOR COST RECOVERY
ADOPTED RATES (EFFECTIVE SEPT 1 2024)
RECLAIMED WATER FACTS
CITY CODE 7-03-001-0014.E.1.D
RECLAIMED WATER DELIVER TO REUSE AND DISCHARGE TO RIO DE FLAG
2019 RECLAIMED WATER PRODUCTION AND DELIVERIES BY CUSTOMER TYPE
ROADMAP -- TIMELINE OF DISCUSSION
GUIDANCE DOCUMENT TIMELINE
MAKEUP OF WORKGROUP
RECOMMENDATIONS OF WORKGROUP
GUIDANCE DOCUMENT
GOALS FOR AN UPDATED RECLAIMED WATER PRICING SYSTEM
TO FULFILL THE GOALS
KEY CHARACTERISTICS
KEY ADDITIONAL RECOMMENDATIONS
DOCUMENT INCLUDES ADDITIONAL CONSIDERATIONS
GUIDING PRINCIPALS
RECOMMENDED ACTIONS DURING THIS 5-YEAR RATE PERIOD
CURRENT RATE STRUCTURE
WATER CONSERVATION INITIATIVES
SEEKING COUNCIL DIRECTION

The Council discussed the importance of water conservation, the potential for advanced water purification, and the need to explore water conservation and demand smoothing actions to ensure sustainable water management. Key points included the following:

- Limited storage for reclaimed water.
- The need for an evaluation of reclaimed water, independent of potable water.
- The $100 to $200 million investment needed for bringing reclaimed water up to a grade for drinking water.
- The trigger points for Red Gap Ranch.
- Sinclair Wash Riparian area plans.
- Timing for a rate study.

Nicole Ellman, on behalf of Aspen Valley Golf Course, addressed Council and stated that restrictions on daytime use made sense. She indicated support for a rate study on reclaimed water.

Councilmember House indicated support for Option 1 and recommended getting the guiding principles in place for the preference of the use of reclaimed water for snow making.

Councilmember Aslan stated that water conservation should be top of mind with cost recovery secondary. He would like to incentivize conservation and discourage copious use. He added that remaining nimble would be important to allow for adjustments for advancement in technology. He would also like to know how fire preparedness efforts could enter into the conversation.

Vice Mayor Sweet indicated her support for Option 1 as did Councilmember Garcia who added that advanced technology should continue to be part of the discussion.

Councilmembers Matthews and Spence both noted their support for Option 1.

B. Overview of the Community Fire Preparedness efforts

Fire Chief Mark Gaillard, Wildland Fire Battalion Chief Paul Oltrogge, Wildland Fire Captain Neil Chapman, Deputy Police Chief Collin Seay, Coconino County Community Development Director Jay Christelman, Interim Water Services Director Lee Williams, and Emergency Management Director Stacey Brechler-Knaggs provided a PowerPoint presentation that covered the following:

COMMUNITY PREPAREDNESS DISCUSSION
DISCUSSION OF OBJECTIVES
WHO WE ARE
STAFFING
BUDGET
DAILY EMERGENCY RESPONSE RESOURCES

Mr. Clifton spoke about the funding of the unfunded pension liability. In 2020, the city addressed its unfunded pension liability by allocating $130 million through certificates of participation, fully paying off the public pension debt. This move demonstrated strong support for public safety personnel and significantly relieved the general fund from pension-related expenses. As a result, budget numbers showed a sharp decline, with a nearly -177% difference from 2020 to 2021. However, if fire personnel investments were isolated, there would be a positive 14% increase, reflecting consistent investment in public safety. Despite achieving a zero-vacancy rate in the Fire Department, the city acknowledges that current infrastructure and staffing levels may not fully meet future demands. He emphasized the importance of clearly representing the pension payoff in budget reports to avoid misinterpretation of the numbers.

PARTNERS IN COMMUNITY PREPAREDNESS EFFORTS
THE FIVE ES OF COMMUNITY RISK REDUCTION
EDUCATION
READY, SET, GO AND EVACUATION PREPARATION
WILDLAND FIRE ACTION GUIDE

ENFORCEMENT
FIRE RESTRICTIONS
FLAGSTAFF POLICE DEPARTMENT INVOLVEMENT
ENGINEERING
FLAGSTAFF WATER PRODUCTION AND RESILIENCY

Council briefly discussed fire insurance rates and how that corresponded to ISO ratings. Chief Gaillard explained that the increases and cancellations of fire insurance were primarily associated with wildland fire risk.

ENGINEERING THE NATURAL ENVIRONMENT
ENGINEERING THE BUILT ENVIRONMENT

Council discussed in more detail the challenges with mitigation within city limits. Key points included the following:

- Fire models that incorporated real-world scenarios like the Pipeline Fire to identify fire pathways.
- Efforts were underway to incorporate fire risk assessments into community development plans, such as working with developers on a recently sold 500-acre parcel to design safer neighborhoods.
- Wildfire mitigation efforts face unique challenges within city limits.
- Shifting the focus toward incentivizing homeowners to participate in risk reduction efforts.
- Technology was being leveraged to improve fire mitigation planning by inventorying trees which would allow for more strategic development that preserves heritage trees while considering fire risk.

The discussion acknowledged past forest restoration projects that have created a buffer around Flagstaff. However, concerns remain about natural regeneration in thinned areas, as young trees grow back densely without frequent ground fires to control them. Fire risk in these areas can be reduced through prescribed burns, but reforestation efforts in burned areas remain challenging, as evidenced by struggles to replant after fires like the Schultz Fire and Pipeline Fire.

ECONOMIC INCENTIVES
WILDFIRE MITIGATION GRANTS
EMERGENCY RESPONSE
FIRE DEPARTMENT STAFFING COMPONENTS
SEVERITY STAFFING -- NATIONAL FIRE DANGER RATING SYSTEM (NFDRS)
LOCAL EXAMPLES OF SEVERITY STAFFING
TRAINING
EMERGENCY MANAGEMENT

Council highlighted concerns about wildfire preparedness and the role of federal partners in local operations. While federal layoffs raised concerns about resource availability, communication and planning with federal agencies remained intact.

Chief Gaillard further emphasized the need for community education on fire risks, particularly in multi-family housing where activities like vehicle repairs and grilling can increase hazards. Council praised the Ready, Set, Go! evacuation system and stressed the importance of ongoing public messaging, town halls, and home assessments. A communications plan was developed to provide targeted outreach, including information on evacuations, permitted activities, and emergency procedures.

There was also discussion on redevelopment policies, particularly how changes from single-family to multi-family housing impact emergency response, parking, and access for emergency vehicles. There was strong acknowledgement that those issues must be continuously evaluated in policy and code reviews.

Council asked how fire restrictions and forest closures were determined and staff noted that the decisions were largely driven by federal authorities, though efforts were made to align restrictions

across different jurisdictions to reduce public confusion.

11. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Daggett to place on a future agenda a discussion on how to organize the Fleet Electrification Policy to focus on the rightsizing of vehicles for the job.

Mayor Daggett explained that she would like to have a discussion about the Fleet Electrification Policy to better understand how requested vehicles were evaluated and right-sized based on the assigned use.

There was requisite support to advance the item forward to a future agenda for discussion.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Daggett to place on a future agenda a discussion on the possibility of speed humps in Flagstaff and how they could work with snow operations.

Mayor Daggett stated that she would like to have a discussion about how speed humps may be utilized to slow traffic in neighborhoods and how snow operations could be impacted and how to mitigate those impacts if possible.

There was requisite support to advance the item forward to a future agenda for discussion.

12. OPEN CALL TO THE PUBLIC

DJ addressed Council about experiencing discrimination while being homeless and his challenges with finding housing in Flagstaff.

13. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

Councilmember Garcia reported that Flagstaff Unified School District would be holding their Board retreat that week.

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 18, 2025, adjourned at 7:24 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 18, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 15th day of April, 2025

_____

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 4, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:01 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN (virtual)	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE (virtual)	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. §38-431.03(A)(3), (4), respectively

i. Negotiations and Legal Advice on the Second Amendment to the Mill Town Development Agreement with Vintage Partners, LLC

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 4, 2025, reconvened into Open Session at 2:11 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 11, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:02 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT (virtual)	COUNCILMEMBER ASLAN
VICE MAYOR SWEET	COUNCILMEMBER HOUSE
COUNCILMEMBER GARCIA	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 5 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Magistrate and On-Call Magistrate Re-appointments / New appointments

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3), (4), and (7), respectively.

i. Legal advice, to consult with the city attorneys regarding the city's position regarding possible settlement of pending condemnation proceeding City v. Balzer et al, Coconino County Superior Court, S0300CV202200508, all related to acquisition of property for the Switzer Canyon Water Main Phase IV and a linear public park/trail.

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 11, 2025, reconvened into Open Session at 2:04 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 18, 2025
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:01 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT (virtual)	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN (virtual)	
COUNCILMEMBER GARCIA (virtual)	
COUNCILMEMBER HOUSE (virtual)	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal Advice on Desert Mountain Energy/Water Litigation

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Legal Advice on Liquor Licenses.

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 18, 2025, reconvened into Open Session at 2:08 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 18, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held March 18, 2025, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN (arrived at 3:02 p.m.)	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Councilmember Garcia read the 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes:** City Council Regular Meeting of May 21, 2019, Combined Special Meeting/Work Session of February 11, 2020, Work Session of February 25, 2020, Work Session of March 10, 2020, Special Meeting of June 23, 2020, Work Session of November 20, 2020, Work Session of December 12, 2023, Regular Meeting of January 16, 2024, Special Meeting of November 22, 2024, Regular Meeting of December 17, 2024, Regular Meeting of January 7, 2025, Work Session of January 14, 2025, Regular Meeting of January 21, 2025, Work Session of January 28, 2025, Orientation Retreat of January 30, 2025, Budget Retreat of January 31, 2025, Work Session of February 11, 2025, and Work Session of February 25, 2025.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the minutes of the City Council Regular Meeting of May 21, 2019, Combined Special Meeting/Work Session of February 11, 2020, Work Session of February 25, 2020, Work Session of March 10, 2020, Special Meeting of June 23, 2020, Work Session of November 20, 2020, Work Session of December 12, 2023, Regular Meeting of January 16, 2024, Special Meeting of November 22, 2024, Regular Meeting of December 17, 2024, Regular Meeting of January 7, 2025, Work Session of January 14, 2025, Regular Meeting of January 21, 2025, Work Session of January 28, 2025, Orientation Retreat of January 30, 2025, Budget Retreat of January 31, 2025, Work Session of February 11, 2025, and Work Session of February 25, 2025.

Vote: 7 - 0 - Unanimously

5. 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.

Brendan Trachsel addressed Council with concerns about the Flock cameras installed around Flagstaff. His concerns focused on mass surveillance without consent and there being no legal restrictions in place for the use of the data collected. He urged Council to cancel the contract.

Sustainability Coordinator Tia Hatton Tenny and Economic Development Administrator Creag Znetko addressed Council and announced the Innovate Green Business Pitch Competition. They encouraged local residents and business owners to apply for cash awards for innovative projects promoting environmental sustainability.

Colleen Maring, Chief People Officer and General Council, and Tyffany Laurano, Chief Nursing Officer, for Northern Arizona Healthcare addressed Council and shared plans to renovate the Flagstaff Emergency Department to improve efficiency and comfort, addressing challenges related to capacity and wait times.

6. COUNCIL LIAISON REPORTS

Vice Mayor Sweet reported on several upcoming meetings, including a Mountain Line Board meeting, the Water Commission meeting, and a utility cabinet ribbon-cutting event at Sinagua Middle School to celebrate the addition of the Midnight Ravens utility cabinet art wrap.

Councilmember Garcia shared updates from the Parks and Recreation Commission which included a partnership with the Beautification and Public Art Commission for a public art installation at Smoke Rise Community Park and the development of Highland Mesa Park, which is in the visioning phase with community participation.

Councilmember Matthews provided updates from the Airport Commission meeting, which included the design progress of the snow removal equipment building, upcoming airfield maintenance projects, and the terminal concession project. She also shared the results of the city's audit, highlighting the unmodified opinion received and the city's financial stability.

7. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

A. **Consideration and Action on Liquor License Application:** Chad Michael Cook, "YLEM Distilling "1605 N Main St, Series 18 (Craft Distiller), New Application

Mayor Daggett opened the public hearing.

Deputy City Clerk Georganna Staskey introduced the applications and indicated that the Police Department and Community Development had provided their respective findings.

There being no public comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to forward the application to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

8. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration of Appointments:** Magistrate and On-Call Magistrates for the Flagstaff Municipal Court.

Approve the re-appointments of Honorable Michael Araujo, Honorable Hector Figueroa, and Honorable Andrew Moore and the appointment of two additional On-Call Magistrates Robert Brown and Wayne Nelson to the Flagstaff Municipal Court.

B. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Courtesy Chevrolet in the amount of $73,998.42 for the purchase of (1) 2024 Chevrolet 5500 Crew Cab 4x4 Cab/Chassis for Stormwater Maintenance.

1. Approve the purchase of (1) 2024 Chevrolet 5500 Crew Cab 4x4 Cab/Chassis from Courtesy Chevrolet.
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Courtesy Chevrolet in the amount of $70,225.06, for the purchase of (1) Chevrolet Silverado 3WT (work truck) Electric Vehicle truck.

1. Approve the purchase of (1) 2024 Chevrolet Silverado 3WT (work truck) full electric pickup from Courtesy Chevrolet.
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Contract for the purchase of up to (6) Toyota Rav 4 Prime Plug-In Hybrid Electric Vehicles (PHEV) in an amount not to exceed $318,718.02 ($53,119.67 per unit).

1. Approve Contract with Findlay Toyota of Flagstaff for the purchase of up to (6) Toyota Rav 4 Prime PHEV SUV's for an amount not to exceed $318,718.02 for use by the Library, Code Compliance, Fleet Services (Pool Vehicle), and Building Inspections programs.
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Robert Cohen Co., LLC, a New Mexico Limited Liability Company, doing business as, Sport Surfaces Distributing, Inc. in the amount of $239,499.48 for the second phase of the floor replacement at Jay Lively Activity Center.

1. Approve the Cooperative Purchase Contract in the amount of $239,499.48 with Robert Cohen Co., LLC, a New Mexico Limited Liability Company, doing business as, Sports Surfaces Distributing, Inc. for the second phase of the floor replacement at Jay Lively Activity Center; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Approve the Contract for Purchase of Materials/Services with Corporate Technology Solutions, LLC, in an amount not to exceed $170,000 for the purchase of audio and video equipment for three conference meeting spaces.

1. Approve the Contract for Purchase of Materials/Services with Corporate Technology Solutions, LLC (CTS) to provide audio and video upgrades to the Aquaplex meeting space, Business Accelerator Policy Room, and Business Accelerator Large Conference Room, in the amount not to exceed $170,000; and
2. Authorize the City Manager to execute all necessary documents.

G. **Consideration and Approval of Contract:** Amendment No. 1 to the Professional Services Contract with Brown and Caldwell for an increase in compensation of $63,073 for the Lake Mary Treatment Plan Basin Design.

1. Approve Amendment No. 1 to the Professional Services Contract with Brown and Caldwell for an increase in compensation of $63,073 for the Lake Mary Treatment Plan Basin Design; and
2. Authorize the City Manager to execute all necessary documents.

H. **Council Confirmation of Direction:** Council met in executive session on March 18, 2025 to consult with and give instructions and direction to its legal counsel regarding litigation.

Direct staff to follow City Council instruction and direction given in executive session

9. ROUTINE ITEMS

A. **Consideration and Approval of Audited Financial Reports:** Year ending June 30, 2024

Finance Director Brandi Suda presented a recognition to Dave Cosper for his long service on the

Audit Committee. Mr. Cosper had been serving the committee since 1998. Ms. Suda introduced Michael Loren Lauzon of HeinfeldMeech who provided a PowerPoint presentation that covered the following:

PRESENTATION OF THE CITY OF FLAGSTAFF ANNUAL AUDIT FOR THE FISCAL YEAR ENDED JUNE 30, 2024
AUDIT REQUIREMENTS
IMPORTANCE OF THE AUDIT
AUDIT PROCESS
AUDIT METHODOLOGY
REPORTS ISSUED
FINANCIAL AUDIT HIGHLIGHT -- ACFR
SINGLE AUDIT HIGHLIGHTS
QUESTIONS

Councilmember Garcia noted that there were two asset classes in the General Fund that did not meet the budget, he asked if there was a change of service and court collections. Ms. Suda explained that they have seen a decrease in fines at the court over the last few years based on changes at the state level. Staff had been adjusting the budget over the years to account for the decline. She explained that all user fees across all funds naturally ebb and flow each year and it was difficult to budget those specifically.

Council expressed appreciation to staff for the work they do in keeping the city in a healthy financial position and doing so with such high standards.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to approve the FY 2023-2024 Annual Comprehensive Financial Report and the FY 2023-2024 Single Audit Report.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2025-10 and Ordinance No. 2025-04:** An ordinance to revise the Stormwater Management Design Manual to comply with current standards, definitions, and engineering design by adopting the 2025 Stormwater Management Design Manual.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Resolution No. 2025-10.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Ordinance No. 2025-04 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 12, FLOODPLAINS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "2025 STORMWATER MANAGEMENT DESIGN MANUAL"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Ordinance No. 2025-04.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Contract:** Award the Design-Build Services Agreement for the Montalvo Science, Technology, Engineering and Mathematics (STEM) Education Community Center to Loven Contracting, Inc.

Public Works Director Scott Overton provided a PowerPoint presentation that covered the following:

MONTALVO STEM EDUCATION COMMUNITY CENTER
TIMELINE
IMPORTANT CONSIDERATIONS
ACTION ITEM -- AWARD OF RSOQ 2024-138
FUTURE ACTIONS
RENDERING
QUESTIONS AND DISCUSSION

Council expressed appreciation for the work of the team and for the engagement with the community on the project. The design process had been collaborative, with the goal of creating an inviting and functional space for education and future generations.

Council also discussed finding a suitable partner to operate the center through an RFP process, with flexibility built into the design to accommodate different potential uses. While sustainability had been a priority from the beginning, alternative building materials, such as straw bale and concrete block, were considered but ruled out due to budget constraints. The final decision landed on wood frame construction as the most cost-effective and sustainable option while still incorporating durable materials like CMU (concrete masonry units) for key structural elements.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to approve the Design Build contract to Loven Contracting, Inc. for the construction of the Montalvo Science, Technology, Engineering and Mathematics (STEM) Education Community Center in an amount not to exceed $3,100,000 and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

10. REGULAR AGENDA

A. Approval of materials for Washington DC Lobbying Trip

Public Affairs Director Sarah Langley provided a PowerPoint presentation that covered the following:

2025 DC LOBBYING TRIP
TOPICS OF DISCUSSION
WHAT DO WE LOBBY FOR?
CONGRESSIONALLY DIRECTED SPENDING REQUESTS
FY25 REQUESTS (APPROVED BUT NOT FUNDED)
FY26 (TO BE SUBMITTED IN APRIL)
ATTENDEES AND SCHEDULE
KEY MEETINGS WILL INCLUDE
COUNCIL DIRECTION

Moved by Councilmember Khara House, **seconded by** Councilmember David Spence to approve the materials for the Washington DC Lobbying Trip.

Vote: 7 - 0 - Unanimously

B. Consideration and Adoption of Resolution No. 2025-11: A resolution of the Flagstaff City Council, authorizing the submission of an application to the State of Arizona for the Arizona State Match Advantage for Rural Transportation (AZ SMART) fund for the Butler Avenue and Fourth Street Safety and Multimodal Improvements Project and authorizing acceptance of award.

Capital Improvements Engineer Trevor Henry introduced Senior Project Manager Ann Taylor who provided a PowerPoint presentation that covered the following:

CONSIDERATION OF AZ SMART FUND APPLICATION AND AUTHORIZING ACCEPTANCE FOR THE BUTLER FOURTH IMPROVEMENT PROJECT
AZ SMART MATCH -- RESOLUTION
ANTICIPATED PROJECT COSTS: DESIGN & CONSTRUCTION
BUTLER FOURTH IMPROVEMENT PROJECT AREA

Council asked if the award had been confirmed. Staff stated that they received an official notice via email stating they were awarded the RAISE Grant. There had been no indication that the funding would be revoked. However, the U.S. Department of Transportation recently notified them that all RAISE grants were under review. They remain confident in their application and are prepared to provide any additional information required.

Council thanked staff for their work in securing the grant and ensuring that funding efforts align with the community's needs.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-11 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF ARIZONA FOR THE ARIZONA STATE MATCH ADVANTAGE FOR RURAL TRANSPORTATION (AZ SMART) FUND FOR THE BUTLER AVENUE AND FOURTH STREET SAFETY AND MULTIMODAL IMPROVEMENTS PROJECT AND AUTHORIZING ACCEPTANCE UPON AWARD

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-11.

Vote: 7 - 0 - Unanimously

C. Consideration and Approval of Rental Incentive Bond Program Awards

Housing Planning Manager Jennifer Mikelson provided a PowerPoint presentation that covered the following:

RENTAL INCENTIVE BOND PROGRAM AWARDS
STAFF RECOMMENDED ACTION
HOW WE GOT HERE
PROP 442 AFFORDABLE HOUSING BOND
FUNDING RECOMMENDATIONS
AWARD PROCESS
COUNCIL DIRECTION

Council expressed gratitude for the work done in securing funds for affordable housing in Flagstaff, with a focus on 62 new units. The number may seem small, but every contribution helped address the city's housing affordability crisis. Council discussed the allocation of bond funds, with concerns raised about whether projects were being funded efficiently based on cost per unit. They also revisited the Foundation for Senior Living project, which was allocated $3.3 million but is still awaiting tax credit approval. If the funding was not secured, the funds may be reallocated.

Council also discussed loan terms, particularly whether developers could extend affordability commitments from 30 to 50 years. While this could be negotiated later, it would depend on financial feasibility.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the two Rental Incentive Bond Program Awards totaling $1,670,000, resulting in a total of 62 affordable rental units, as recommended by the Housing Commission.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2025-12:** A resolution of the Flagstaff City Council, accepting the transfer of the Williams Housing Authority Housing Choice Voucher Program

Councilmember Spence thanked staff for their willingness to take on the initiative. We are all part of the Northern Arizona community and this was a great example of being a good neighbor.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to read Resolution No. 2025-12 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ACCEPTING THE TRANSFER OF THE WILLIAMS HOUSING AUTHORITY HOUSING CHOICE VOUCHER PROGRAM

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to adopt Resolution No. 2025-12.

Vote: 7 - 0 - Unanimously

11. OPEN CALL TO THE PUBLIC

None

12. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

Councilmember Matthews reported that she and Councilmember House were in Washington D.C. the prior week for the National League of Cities Conference. She noted that there was a lot of opportunity to interact with other city and town representatives. She also reported that the Mountain Line Board would be meeting that week as would CJCC.

Councilmember Garcia thanked Economic Vitality Director Heidi Hansen and her team for providing him with an airport tour to learn more about their operations. He stated that he would be attending the Caesar Chavez Community Recognition luncheon as well as presenting on local leadership at Professor Nunoz's class.

Councilmember House recognized Vice Mayor Sweet's birthday that week. She also noted that she would be attending the next Council meeting virtually as she would be traveling.

Councilmember Spence requested the following FAIR items:

1. Discussion of the three acre Schultz parcel which is designated for affordable housing along with all other city parcels designated for affordable housing
2. Discussion for the method and timing for the selection of our vice mayor.

13. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held March 4, 2025, adjourned at 4:47 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on March 18, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 15th day of April, 2025

_____

CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MARCH 25, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held March 25, 2025, to order at 3:10 p.m.

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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE (Virtually) Joined at 5:45 p. m.	
COUNCILMEMBER MATTHEWS (Virtually)	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Vice Mayor Sweet read the 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.

Richard O'Keeffe submitted written comments in regard to road signage changing and requests more information on why it changed.

Rose Cope addressed Mayor and Council about the High-Altitude Roller Derby team and its positive impact on women and the community. She expressed concerned about losing practice space and requested an indoor sports facility for multiuse recreational activities.

Wilma Ennensen addressed Mayor and Council regarding proposed sales of trust lands that have been designated as Open Spaces. She states these areas are near homes and she also raised concerns of the FUTs Trails in the areas.

5. PROCLAMATIONS

A. Proclamation: Week of the Young Child

Mayor Daggett read the proclamation.

6. Review of Draft Agenda for the April 1, 2025 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.

None.

7. March Work Anniversaries

Senior Deputy City Manager Shannon Anderson highlighted those employees who have work anniversaries in March.

8. City Manager Report

City Manager Greg Clifton briefly reviewed his report and covered the rotation of divisions that will be presenting information for updates. The divisions for this Council meeting include the Sustainability Division and the Human Resources and Risk Management Division.

Climate Section Director Jenny Niemann and Sustainability Manager Steven Thompson. reviewed their PowerPoint presentation that covered the following:

SUSTAINABILITY DIVISION SEMI ANNUAL UPDATE
AGENDA

SUSTAINABILITY DIVISION OVERVIEW
OUR VISION
ENGAGEMENT
OUTREACH
PRIORITY BASED BUDGETING
CLIMATE SECTION
ACCESSORY DWELLING UNIT (ADU) MODEL PLANS LIBRARY DESIGN CONTEST
ADU MODEL PLANS: DESIGN STANDARDS
ADU MODEL PLANS: HIGHLIGHTS
TEASER ALERT ADU MODEL PLANS
SUSTAINABILITY COMMISSION
LOOKING AHEAD
NEIGHBORHOOD ENGAGEMENT & VOLUNTEER SERVICES
FOOD SYSTEMS
WASTE PREVENTION
COMMUNITY STEWARDS
VOLUNTEERISM
LOOKING AHEAD
THANK YOU

Human Resources Deputy Director Jen Caputo, Human Resources Manager Sarah Sorne, and Human Resources Manager Sheila Ryan, Interim Risk Manager Karen Capps reviewed their Council Update PowerPoint that covered the following:

HUMAN RESOURCES AND RISK MANAGEMENT
HUMAN RESOURCES UPDATE
HR/RM TEAM AND REMODEL
RECRUITMENT DATA
COMPENSATION: MARKET REVIEWS
NEW EMPLOYEE ORIENTATION
COF LIABILITY INCIDENTS BY CY
COF COLLISIONS BY CY
COF EMPLOYEE INCIDENT BY CY
RECOVERY
UPCOMING RM ACTIVITY

9. Discussion on Project to Redesign City Logo and City Seal

Special Projects Manager Chris Rhode, NAU School of Communications Professor and Director and Founder of Visual Design Lab Patricia Murphy, and NAU students Adrian Chavez, Karen Javalera Morales, Anna Kellar, Sophia Gonzalez, Kyra Jeanna Gouge, and Rebekah Overfelt provided a PowerPoint Presentation that covered the following:

FLAGSTAFF CITY LOGO REDESIGN
BACKGROUND-HOW WE GOT HERE
BACKGROUND-CURRENT CITY SEAL
BACKGROUND-CURRENT CITY LOGO
PROJECT OVERVIEW-WORKING GROUP
PROJECT OVERVIEW-COST OF REDESIGN
PROJECT OVERVIEW-PUBLIC OUTREACH -- FALL 2024
PROJECT OVERVIEW-PUBLIC OUTREACH -- WINTER 2024/25
VISUAL DESIGN LAB
CITY OF FLAGSTAFF
DESIGN TEAM
ORIGINAL DESIGN
OBJECTIVE
THINGS TO KEEP IN MIND
PUBLIC INPUT
SURVEY CONCEPTS

LOGO 1
LOGO 1 CONCEPT
LOGO 2
LOGO 2 CONCEPT
SEAL REDESIGN
ORIGINAL DESIGN
SEAL REDESIGN
LOGO 2 CONCEPT
THANK YOU

Council discussed the following points:

Vice Mayor Sweet expressed a preference for keeping the current logo, particularly the elk, but acknowledged the need for change.

Councilmember Aslan thanked the team for their collaborative efforts and expressed support for the green logo, appreciating the inclusion of the compass and Indigenous elements. However, he suggested modifying the stars to represent Pluto.

Councilmember Matthews appreciated the work but was disappointed that the flag was excluded from the logo, especially since Flagstaff's identity is tied to it. She raised concerns about the costs of adopting a new logo but was unsure about the necessity of the change.

Councilmember Garcia shared his attachment to the current seal, feeling it represents Flagstaff's identity. He criticized the new logos for being too generic and the elk looking "dejected" in the new design. He also felt that the community was not given enough design choices and feared the change could result in a loss of identity.

Mayor Daggett thanked the team and expressed appreciation for the cleaner version of the seal, as she felt the original seal was too busy. She inquired about the preferred logo from the design groups and asked about the next steps. Mr. Rhode stated that the working group members have diverse backgrounds that was capturing different points of views but other groups in the community were not engaged. He stated that the meeting this evening was a discussion about the choices and that the ordinance to adopt the logo would be brought back next month if approved.

Charity Lee addressed Mayor and Council and supported maintaining the current logo, aligning with Councilmember Garcia's sentiments.

Vice Mayor Sweet suggested possibly combining elements from both logos to update the existing seal, but Mr. Rhode explained that this would not be feasible with the current team.

Councilmember Garcia asked Councilmember Aslan his intention when bringing this forward. Councilmember Aslan stated that over the last few decades many companies and organizations have been redesigning their seals and logos but understands the conversations can be complicated.

Councilmember Spence emphasized that the flag and the elk should remain in the logo to honor the city's history and legends.

Economic Vitality Director Heidi Hansen proposed tabling the decision to gather more community and staff input.

Councilmember Matthews expressed disappointment that the decision was being rushed, suggesting the matter be tabled to allow for more community and staff feedback.

Mayor Daggett clarified that the students have been working on this for two semesters and Ms. Murphy confirmed that and shared that the new logo was created with simplicity and visibility in mind, making it more effective for modern uses such as banners and signage. She stated her appreciation for the opportunity to work with the city and the feedback their team received.

Majority of Council agreed to table this discussion for now.

Council took a break from 5:30 p.m. through 5:40 p.m.

10. **Middle Housing Zoning Code Text Amendment (allowing duplexes, triplexes, fourplexes, and townhomes in any zone that permits single-family dwellings) as required by HB 2721.**

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

MIDDLE HOUSING ZONING CODE TEXT AMENDMENT
HB2721-MIDDLE HOUSING
TOWNHOUSE (SINGLE-FAMILY ATTACHED)
DUPLEX
TRIPLE/FOURPLEX
MIDDLE HOUSING ZONING CODE TEXT AMENDMENT
ARIZONA REVISED STATUTES -- ZONING REGULATIONS
MIDDLE HOUSING ZONING CODE TEXT AMENDMENT
QUESTIONS?
HB2721-MIDDLE HOUSING

Council discussed the following points:

Mayor Daggett asked for input from the Historic Preservation Commission (HPC) regarding zoning and development changes. Ms. Antol explained that the R1 zone is a special zone that applies to historic neighborhoods, and while zoning could be more uniform, flexibility might be needed for areas like Flagstaff.

Councilmember Spence inquired about the state legislature's motivations behind passing the law encouraging cities to adopt more flexible zoning for middle housing. Ms. Antol speculated that the law aims to reduce zoning restrictions and increase housing options to address housing shortages.

Councilmember Garcia raised concerns about the scope of zoning changes, and states that more housing options does not appear to mean affordable in his experience. Ms. Antol clarified that the direction for the evening could involve applying changes citywide or targeting specific areas and emphasized that middle housing is seen as a potential solution for affordable housing.

Councilmember Aslan inquired about the potential impacts on short-term rentals (STRs), and Ms. Antol clarified that multi-family developments with three or more units cannot be used as STRs, though enforcement is an ongoing challenge.

Councilmember Spence asked about the potential for exemption from Proposition 207 claims, and Ms. Antol noted that additional rights granted through the changes would likely reduce the risk of such claims.

Public Commenters in support for a city-wide amendment:

- Tyler Denham
- Jean Christy
- Taylor Cerchie
- Jill Stephenson
- Ace Overman
- David Hayward
- Shari Perelta
- Enoque Costa
- Charity Lee

Comments included:

- Making Flagstaff more livable and walkable
- Providing Middle Housing in more areas

- Concerns of open/green spaces
- Aligning with the Regional Plan
- Supporting city-wide application of the code amendment

Public Commenters that do not support the amendment:

- Michele James from Friends of Flagstaff (F3) submitted written comments that Flagstaff needs to create its own codes and she provided several suggestions and stated Portland, Oregon would be an example to guide new code amendments.

Enoque Costa and Shari Peralta submitted written comments in support of allowing missing middle housing citywide.

Councilmember House stated her excitement for this project. She acknowledged the need to balance increased housing with maintaining community characteristics.

Mayor Daggett asked Councilmember House to relay any information from the Housing Commission. Councilmember House stated that Mr. Denham's statements echo much of what the Housing Commission has stated. She stated that the Housing Commission would like to see codes that adopted but are adaptable to address the Housing Emergency. She stated they also have discussed the affordability aspects as well.

Councilmember Garcia asked whether smaller lot sizes were considered, to which Ms. Antol responded that while smaller lots were not specifically addressed in the code amendment, the Land Availability and Suitability Study (LASS CAP) project would focus on updating those elements. Councilmember Garcia also questioned the applicability of these changes in rural residential areas, to which Ms. Antol confirmed that zoning changes would focus on areas with water and sewer infrastructure. She stated that the City already allows multi-family developments but it does not allow for Triplex/Fourplexes

Councilmember Aslan expressed concerns about unintended consequences, including impacts on HOA rules and the importance of careful engagement with various community groups. Ms. Antol stated that HOAs and CCRs would supersede code amendments, she stated if an HOA does not allow for rentals in an area the owner would still need to follow those rules.

Vice Mayor Sweet supported moving forward with citywide changes while preserving historic neighborhoods.

Mayor Daggett clarified that parking requirements would be addressed in the ongoing LASS CAP project, and Ms. Antol confirmed that the state statute limits parking requirements to one spot per unit, but the wider parking issue is being addressed in the bigger LASS CAP project.

Council supports a city wide amendment.

11. Open Call to the Public

None.

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

Councilmember Spence stated that the Open Spaces Commission will be bringing forth useful improvements to Council soon. He stated that the Transportation Commission recently met and acknowledges the great updates and support from the two advisory committees.

Vice Mayor Sweet stated that she attended the Fire Truck Push Event and the Wet Down Ceremony. She stated she attended the Congress to Campus at NAU with two past Congressmen there. She stated she appreciates Chief Connolly's efforts on creating a guide for downtown business owners. She also stated that she attended a recent ribbon cutting for new public art with the Mayor.

Councilmember Aslan is requesting more information about a recreational multi use facility. He stated he is not requesting a FAIR regarding just Roller Derby but would like an update on practice spaces for recreational teams.

Councilmember Garcia stated there was a crater that needs to be filled near the shopping center on 4th Street and Cedar. He also stated that the residents around Empire road are concerned about the road and lack of safety measures for kids. He requests a potential Traffic Impact Study. He stated multiple events this coming week: the Library Board meeting, the Market of Dreams event , and a First Responders Challenge at the mall. He stated that he spoke to NAU students and discussed leadership in the government and open mindedness in public meetings.

Mayor Daggett stated she recently attended a community breakfast with speakers. She spoke of the ribbon cutting for the APS electrical box near Sinagua. She stated there is a local call for artists and grant applications are currently open on the website. She stated that the Commission on Inclusion and Adaptive Living and ECONA are meeting alter this week.

13. Adjournment

The meeting of the Flagstaff City Council held March 25, 2025, adjourned at 7:08 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL CAPITAL IMPROVEMENT RETREAT
THURSDAY, MARCH 27, 2025
CORE SERVICES FACILITY
3200 WEST ROUTE 66
8:30 A.M.

MINUTES

1. Call to Order

Vice Mayor Sweet called the Capital Improvement Retreat held March 27, 2025, to order at 8:32 a.m.

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.

PRESENT:	ABSENT:
MAYOR DAGGETT (arrived at 8:37 a.m.) VICE MAYOR SWEET COUNCILMEMBER ASLAN (arrived at 12:30 p.m.) COUNCILMEMBER GARCIA COUNCILMEMBER MATTHEWS COUNCILMEMBER SPENCE	COUNCILMEMBER HOUSE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Vice Mayor Sweet read the 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. Capital Improvement Retreat

Mr. Clifton offered opening comments and Deputy City Manager Joanne Keene introduced Kate Morely with Metro Plan who facilitated the retreat.

A PowerPoint presentation was provided that covered the following:

CAPITAL IMPROVEMENT PROGRAM COUNCIL RETREAT
AGENDA
WELCOME, OBJECTIVES AND OPENING COMMENTS

Assistant Budget Manager John Comer continued the presentation.

OVERVIEW/COLOR OF MONEY
CAPITAL IMPROVEMENT PROGRAM
WHAT IT PROVIDES
GENERAL GOVERNMENT
OTHER
COLOR OF MONEY

Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs continued the presentation.

GRANT OVERVIEW

IT Director CJ Perry continued the presentation.

GENERAL GOVERNMENT

Police Chief Sean Connolly continued the presentation.

POLICE
JW POWELL POLICE SUBSTATION
SPECIALTY VEHICLE STORAGE AND ADVANCED TRAINING ROOMS

Deputy Fire Chief Mark Wilson continued the presentation.

FIRE DEPARTMENT

Council asked about the space needed for the new station. Chief Wilson explained that the projection for the admin building and station itself was around 4 to 4.5 acres. For Fire Station Number 10, which included a wildfire management station, further discussions are ongoing to determine the best approach in collaboration with Housing and Police regarding the substation. Additionally, the fire station is planned to have four drive-through bays to accommodate equipment. An additional smaller drive-through bay is designated for the Battalion Chief quarters, providing an independent space for that role.

Airport Project Manager Adam Miele continued the presentation.

LIBRARY

Assistant Parks and Recreation Director Amy Hagin continued the presentation.

PARKS, RECREATION, OPEN SPACE & EVENTS
COMPLETED
IN PROGRESS

Parking Manager Gail Brockman continued the presentation.

PARKING DISTRICT

Council discussed downtown parking services and potential enhancements, including the consideration of increasing parking rates, as the system has been in place for about eight years and has successfully regulated parking behavior. Previously, employees would shuffle their cars to avoid time limits, but paid parking and enforcement measures, such as booting and towing repeat offenders, have changed behaviors and improved space availability. While a standalone parking garage is not being pursued due to its high cost (around $20 million), they continue to explore partnerships with private developments to integrate parking solutions within new projects. This would allow for smaller, strategically located parking areas across downtown, making use of available resources while keeping costs more manageable. Instead of a massive investment, the city could contribute smaller amounts to shared parking projects, allowing for quicker and more efficient expansion of parking availability.

Public Works Director Scott Overton continued the presentation.

STEM EDUCATION CENTER

Senior Project Manager Christine Cameron continued the presentation.

DOWNTOWN MILE SAFETY AND CONNECTIVITY PROJECT

Council discussed how the third rail would be constructed and the improvements to the underpass pump station to help with flooding along Milton.

AMTRAK PLATFORMS

Capital Improvement Engineer Trevor Henry continued the presentation.

SPRUCE WASH

Interim Water Services Director Lee Williams continued the presentation.

RIO DE FLAG TURBO BLOWERS
RIO DE FLAG BACK UP GENERATORS

Councilmember Spence noted that in a decade or two, the diesel powered generators will be obsolete because hydrogen powered fuel cell standby generators will be the appliance of the future.

Public Works Senior Project Manager Jarrett Nelson continued the presentation.

STREETS/TRANSPORTATION
ROAD REPAIR & STREET SAFETY

Ms. Cameron, along with Lead Senior Project Manager David Pedersen Project Manager Dave Lemke Project Manager Dave Nixon, Lead Senior Transportation Project Manager Martin Ince, Project Manager Alec Latino, and Project Manager Ann Taylor continued the presentation.

BEULAH & UNIVERSITY IMPROVEMENTS
JW POWELL EXTENSION

Councilmember Garcia asked about wildlife crossings and the coordination with Arizona Game and Fish. Mr. Pedersen explained that there were no conclusive plans, but staff was working closely with Game and Fish on options. Mr. Clifton noted that the corridor would be 35 miles per hour which would be much safer for the wildlife than a faster moving arterial.

LONE TREE OVERPASS & CORRIDOR IMPROVEMENTS
BUTLER-FOURTH STREET IMPROVEMENTS
SMOKERISE AND HWY 89 SIGNAL
FOURTH STREET & LOCKETT ROUNDABOUT

BUTLER AVENUE COMPLETE STREET
COUNTRY CLUB & OAKMONT INTERSECTION
LA PLAZA VIEJA -- PHASE II

A break was held from 11:00 a.m. through 12:25 p.m.

SWITZER CANYON FUTS TRAIL
FUTS ASPHALT REPAIR

Council discussed the decision to use asphalt instead of concrete for road and trail improvements. The primary reason for choosing asphalt was cost-effectiveness, allowing for more extensive improvements compared to concrete. The proposed asphalt mix is expected to perform better with proper maintenance and provide a longer lifespan. A similar treatment used on Pulliam Drive five years ago has held up well, reinforcing confidence in the material.

SIDEWALKS -- LINDA VISTA
FUTS TRAILS -- MOUNTAINVIEW ACCESS
FUTS TRAILS -- SINCLAIR RIDGE
FUTS TRAILS -- SAWMILL
FUTS -- SINGLETRACK/FOREST ACCESS
CROSSINGS -- HUMPHREYS AT FINE
FIRST MILE/LAST MILE

Beautification, Arts and Sciences Manager Jana Weldon continued the presentation.

BEAUTIFICATION, ARTS & SCIENCE, AND PROSE
BEAUTIFICATION
SPRUCE WASH WEDGE
SWITZER CANYON ROUNDABOUT 3D ARTWORK
HUNTINGTON GABION WALK
EASTSIDE STREETSCAPE STUDY
LONE TREE OVERPASS
FOURTH STREET/LOCKETT ROUNDABOUT
WATER TANK MURAL @ BUFFALO PARK
FY2026-27 TO FY2029-30 UPCOMING PROJECTS
ARTS AND SCIENCES

Ms. Hagin continued the presentation.

SOUTHSIDE -- MURDOCH CENTER PARK 3D SCULPTURE
ANNUAL MULTICULTURAL COUNTY PARK
THORPE PARK SCULPTURE EXHIBITION
FY2026-27 TO FY2029-30 PROJECTS
PROSE -- BBB RECREATION FY2024-25
HAL JENSEN HVAC
RECONSTRUCTION
THORPE PARK ANNEX

Council discussed the maintenance responsibilities for the Cogdill Recreation Center that was leased by the Boys and Girls Club. Ms. Hagin explained that the maintenance falls primarily to the Boys and Girls Club in partnership with the city Facilities team.

FY2025-26 CHESHIRE PARK -- TRACK & FIELD
CONTINENTAL REGIONAL PARK

Council discussed the potential for an indoor facility as part of the Continental Regional Park. Staff noted that there was space available, but funding and floodplain restrictions posed heavy challenges. A facility could cost upwards of $50 million, though planned area improvements might increase feasibility.

Roller derby advocates seek indoor space but currently have outdoor options. The Hal Jensen site could be considered for roller derby, but factors like striping and maintenance need evaluation. Nationwide, partnerships with malls and other sports groups have been explored to address facility needs. The city is working to connect stakeholders and explore collaborations, as building a new facility independently remains costly and complex.

Open Space Supervisor Robert Wallace continued the presentation.

MCMILLAN MESA TRAIL
PICTURE CANYON FUTS CONNECTION
OPEN SPACE SYSTEM IMPLEMENTATION
OBSERVATORY MESA TRAIL PLAN FY2028-29
MCMILLAN MESA RESTORATION FY2029-30

Airport Director Brian Gall and Airport Project Manager Adam Miele continued the presentation.

ENTERPRISE FUNDS
AIRPORT
CAPITAL IMPROVEMENT PROGRAMS (5-YEAR PROGRAM)
FY2025-26 PROJECTS
SNOW REMOVAL EQUIPMENT BUILDING
FY2026-27 THROUGH FY2029-30 PROJECTS
LAND ACQUISITION
RUNWAY CONSTRUCTION STUDY
RUNWAY PAVEMENT REPAIR
TAXIWAY W RELOCATION AND APRON EXTENSION

Mr. Overton continued the presentation.

SOLID WASTE
LANDFILL ROAD
CELL D PHASE 1 EXCAVATION AND DEVELOPMENT

Councilmember Spence asked about methane capture at the landfill. Mr. Overton explained that while methane control and monitoring are in place, actual methane capture is not yet happening. Typically, capture efforts begin when landfills or cells are closed or capped, which is still a long way off. There is an interest in ensuring that capacity for methane capture is being considered. However, Arizona's arid climate makes methane production lower than in other regions, making large-scale capture less practical at this stage.

Mr. Williams, along with Water Services Section Director Mac McNamara, Stormwater Manager Ed Schenk, Capital Improvements Engineer Trevor Henry, Senior Project Manager Ivey Coss, and Project Manager Geneva Lanzetta continued the presentation.

WATER SERVICES
DRINKING WATER INFRASTRUCTURE
METER VAULT REPLACEMENT
LMWTP MASTER METER UPGRADE
INNER BASIN WATERLINE
SEDIMENTATION BASIN IMPROVEMENT
RECLAIMED WATER PRV RELOCATE
RIO DE FLAG SOLIDS HANDLING PROJECT
8" BOTTLENECK -- RECLAIMED LINE
COUNTRY CLUB INTERCEPTOR
RIO DE FLAG FLOOD CONTROL PROJECT

Mr. Clifton asked about the construction schedule and if there had been any updates. Ms. Cameron explained that the Army Corp was still pushing for a 2026 start, and they are working to get all the real estate matters completed. There were nine private parcels remaining and then 16 BNSF parcels. She

noted that it may be necessary for the Army Corp to engage again with BNSF to put pressure on them to get those parcels conveyed.

DOWNTOWN LATERAL STORM DRAIN
LOWER SPRUCE WASH CHANNEL RESILIENCY
BIG FILL LAKE DRAINAGE
FANNING WASH SUITE OF PROJECTS
MEADE LANE DRAINAGE IMPROVEMENT
SHADOW MOUNTAIN DETENTION BASIN
LONGER TERM PRIORITIES
DOWNTOWN ENHANCEMENTS

Community Investment Director Dave McIntire along with Economic Vitality Director Heidi Hansen discussed downtown enhancements, particularly parking and infrastructure improvements. Key points included:

- Downtown Enhancements: Plans to improve cleanliness, maintenance, graffiti removal, and street aesthetics, with potential funding from parking rate increases.
- Funding Strategy: A mix of existing beautification funds, one-time funding, and potential new revenue sources. The goal is to implement enhancements before increasing parking fees to demonstrate their benefits.
- Community Engagement: Outreach efforts will take place before any rate changes to ensure public understanding and support.
- Long-Term Vision: A $30 million reinvestment plan has been added to the unfunded projects list, with plans to break down priorities like lighting, landscaping, and street fixtures.
- Next Steps: Establishing a downtown enhancement team to define project details and secure funding opportunities.

PUBLIC PARTICIPATION

Hunter Herbert, Executive Director for the Flagstaff Downtown Business Alliance, addressed Council and expressed that capital investment downtown was a top priority. It was vital to the economy and led to increased tax collection. He encouraged smaller scale improvements such as pedestrian safety, wayfinding, and beautification as they look toward larger scale enhancements.

WRAP UP

Councilmember Garcia reflected on the overall impact to the community and how it was important to consider all points of view. He stated that the day was a big learning experience for him in understanding all the projects the city was involved in and the work of the team behind the scenes.

Vice Mayor Sweet expressed appreciation to staff for their work on all the projects; it was great to see all the progress that had been made.

Mayor Daggett spoke about the uncertainty associated with federal funding and how that might impact how the city approaches projects in the future. When looking at all the projects combined, there was no way they could be completed without the partnerships of the federal government. Flagstaff citizens are paying tax dollars to the federal government and it is appropriate to expect some of them come back to the community to fund local projects. If federal funding is not available our local communities will suffer greatly.

Deputy City Manager Joanne Keene pointed out that last year's theme was the struggle the city was having with staffing. The city has been fortunate to bring on some amazing project managers since last year and it has been amazing to see how many projects the organization has been able to take on. She thanked the Council for their support and staff for all the hard work and effort.

5. Adjournment

The Capital Improvement Retreat held March 27, 2025, adjourned at 4:06 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 1, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Councilmember Aslan called the meeting of the Flagstaff City Council held April 1, 2025, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for 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.

PRESENT:	ABSENT:
COUNCILMEMBER ASLAN	MAYOR DAGGETT
COUNCILMEMBER GARCIA	VICE MAYOR SWEET
COUNCILMEMBER MATTHEWS	COUNCILMEMBER HOUSE
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; Deputy City Attorney Kevin Fincel.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Councilmember Spence read the Mission Statement of the City of Flagstaff, and Councilmember Garcia read the 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes:** City Council Work Session August 25, 2020, Work Session September 8, 2020, Work Session October 13, 2020, Work Session October 27, 2020, Work Session December 22, 2020, Work Session February 23, 2021, Work Session March 9, 2021, Work Session May 25, 2021,Work Session September 14, 2021, Special Meeting (Executive Session) of September 17, 2024, Special Meeting (Executive Session) of September 24, 2024, Special Meeting (Executive Session) of October 1, 2024, Special Meeting (Executive Session) of October 8, 2024, Special Meeting (Executive Session) of October 15, 2024, Special Meeting (Executive Session) of October 16, 2024, Special Meeting (Executive Session) of October 22, 2024, Special Meeting (Executive Session) of October 30, 2024, Special Meeting (Executive Session) of November 5, 2024, Special Meeting (Executive Session) of November 12, 2024, Special Meeting (Executive Session) of November 15, 2024, Special Meeting (Executive Session) of November 19, 2024, Special Meeting (Executive Session) of November 22, 2024, Special Meeting (Executive Session) of December 2, 2024, Special Meeting (Executive Session) of December 3, 2024, Budget Retreat of February 13, 2025, Budget Retreat of February 14, 2025, Regular Meeting of February 4, 2025, and Work Session March 11, 2025

Moved by Councilmember David Spence, **seconded by** Councilmember Lori Matthews to approve the minutes of the City Council Work Session August 25, 2020, Work Session September 8, 2020, Work Session October 13, 2020, Work Session October 27, 2020, Work Session December 22, 2020, Work Session February 23, 2021, Work Session March 9, 2021, Work Session May 25, 2021,Work Session September 14, 2021, Special Meeting (Executive Session) of September 17, 2024, Special Meeting (Executive Session) of September 24, 2024, Special Meeting (Executive Session) of October 1, 2024, Special Meeting (Executive Session) of October 8, 2024, Special Meeting (Executive Session) of October 15, 2024, Special Meeting (Executive Session) of October 16, 2024, Special Meeting (Executive Session) of October 22, 2024, Special Meeting (Executive Session) of October 30, 2024, Special Meeting (Executive Session) of November 5, 2024, Special Meeting (Executive Session) of November 12, 2024, Special Meeting (Executive Session) of November 15, 2024, Special Meeting (Executive Session) of November 19, 2024, Special Meeting (Executive Session) of November 22, 2024, Special Meeting (Executive Session) of December 2, 2024, Special Meeting (Executive Session) of December 3, 2024, Budget Retreat of February 13, 2025, Budget Retreat of February 14, 2025, Regular Meeting of February 4, 2025, and Work Session March 11, 2025.

Vote: 4 - 0 - Unanimously

5. 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.

Colleen Maring, Chief People Officer and General Council, and Dr. Rachel Levitan, for Northern Arizona Healthcare addressed Council on their recent award ceremony highlighting tenured employees.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition**: Freemason's Donation

Councilmember Aslan read and presented the recognition.

B. **Proclamation:** Water Awareness Month

Councilmember Aslan read and presented the proclamation.

C. **Proclamation**: National Library Week

Councilmember Garcia read and presented the proclamation.

7. COUNCIL LIAISON REPORTS

Councilmember Spence stated that the Open Spaces Commission and the Parks and Recreation Commission will be coming to the council with recommendations for improvements in the city.

8. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

A. **Consideration and Action on Liquor License Application:** Caleb Joseph Schiff "Sosta", 413 N San Francisco St, Series 12 (Restaurant), New Application

Councilmember Aslan opened the public hearing.

Deputy City Clerk Georganna Staskey introduced the applications and indicated that the Police Department and Community Development had provided their respective findings.

There being no public comment, Councilmember Aslan closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to forward the application to the state with a recommendation for approval.

Vote: 4 - 0 - Unanimously

9. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

Kat Fan submitted a written comment to Council in opposition of item 9F on the Consent Agenda

Moved by Councilmember David Spence, **seconded by** Councilmember Anthony Garcia to approve the Consent Agenda as presented.

Vote: 4 - 0 - Unanimously

A. **Consideration and Ratification of Letter of Support:** Wecom BEAD grant application

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

B. **Consideration and Approval of Letter of Support:** Tax-Exempt Municipal Bonds

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

C. **Consideration and Ratification of Letter of Support:** HELPER Act

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

D. **Consideration and Approval of Letter of Support:** Protect Our Parks and Save Our Forests Acts

STAFF RECOMMENDED ACTION:

Approve the letter of support.

E. **Consideration and Approval of the Project Sponsor Agreement:** City of Flagstaff and the Arizona State Parks Board for approval of award of the Off-Highway Vehicle Supplemental Grant.

STAFF RECCOMENDED ACTION:

Approve Project Sponsor Agreement with the Arizona State Parks Board for the Fiscal Year 2025 Off-Highway Vehicle (OHV) Supplemental Grant in the amount of $93,738.00 for the Flagstaff Police Department to utilize for the purpose of Law Enforcement Programs. The grant funds will be utilized for outreach in heavily trafficked OHV locations. Additionally, the department will enhance patrol and enforcement efforts in off-highway areas and support the Coconino County Sheriff's Office during holidays and special events related to OHV operations. Grant funds will be used for the following items: Overtime patrol, 1 side by side vehicle (SXS) with upgrades, SXS communication package with install, SXS LE lighting package with install, Officer PPE.

F. **Council Confirmation of Direction:** Approval of direction and instruction given by City Council to City Attorney in executive session on March 18, 2025 to petition the Arizona Supreme Court for review of a ruling by the Court of Appeals dismissing a lawsuit against Desert Mountain Energy.

STAFF RECOMMENDED ACTION:

Approval of direction and instruction.

10. ROUTINE ITEMS

A. Consideration and Approval of Materials for State Lobbying Trip

Public Affairs Director Sarah Langley provided the 2025 State Lobbying Packet and briefly reviewed the items included in the packet that would be going to the state.

Councilmember Alsan asked who would be attending this year. Ms. Langley stated that Mayor Daggett, Vice Mayor Sweet, and Councilmember Matthews would be attending.

Councilmember Garcia stated that he agreed with items in the packet and hopes in the future to be more involved in which issues are presented on the trip.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to approve the materials for the state lobbying trip.

Vote: 4 - 0 - Unanimously

B. **Consideration and Approval of Contract:** Award Amendment #1, GMP #1 for the Montalvo Science, Technology, Engineering and Mathematics (STEM) Education Community Center to Loven Contracting, Inc. for the amount of $409,395.65.

Public Works Director Scott Overton reiterated the presentation from the March 18, 2025 meeting and was available for questions.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to approve the first amendment for guaranteed maximum price (GMP) #1 to Loven Contracting Inc for the first scope of services of the Montalvo Science, Technology, Engineering, and Mathematics (STEM) Education Community Center in an amount not to exceed 409,395.65 and Authorizing the City Manager to execute the necessary documents.

Vote: 4 - 0 - Unanimously

11. REGULAR AGENDA

A. **Consideration and Approval of Contract:** A Service Contract with Open Sky Productions, LLC for a 4th of July Drone Show in the amount of $95,000.

Events and Marketing Manager Haley Reynolds provided a PowerPoint presentation that covered the following:

4th OF JULY DRONE SHOW

2025 DIRECTION
VENDOR/CONTRACT DETAILS
PARTNERSHIPS AND COLLABORATIONS
EVENT HIGHLIGHTS
QUESTIONS

Council discussed the following:

Councilmember Spence inquired about the size of the individual drones, to which Ms. Reynolds responded that they are about two by three feet and roughly ten inches tall. Councilmember Spence also asked about the timing, with Ms. Reynolds stating the event would occur right after sunset, around 9:15 pm.

Councilmember Garcia raised concerns about public viewing areas and logistics, and Ms. Reynolds mentioned that the best viewing would be within a two-to-three-mile radius, specifically in Sunnyside. She added that traffic control and road closures would be planned once the contract is approved.

Councilmember Matthews asked about parking, and Ms. Reynolds stated that they do not plan to use the large school parking lots at Coconino High School, but Buffalo Park and possibly the Safeway parking might be available. Councilmember Matthews expressed concern about crowding and parking, suggesting the need for more space. Councilmember Aslan echoed this concern, suggesting hillside viewing and raising concerns about road safety and potential liabilities.

Assistant Parks and Recreation Director Amy Hagin noted that safety planning would begin after the contract approval, in collaboration with the Police and Fire Departments. Councilmember Aslan asked about City liability, and Mr. Fincel explained that the contract includes indemnification provisions and insurance in place but would need to look into the provisions more about specific traffic related liability.

Councilmembers Matthews suggested using Mountain Line for transportation to viewing areas.

Councilmember Spence recommended advertising the elevation of the light show to set realistic expectations for viewers.

Councilmember Aslan asked if these drone shows are becoming more common, and Ms. Reynolds

confirmed they are, especially in fire-prone areas.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Lori Matthews to approve the service contract in the amount of $95,000 with Open Sky Productions :C, and authorize the City Manager to execute the necessary documents.

Vote: 4 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2025-13:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and MetroPlan for the Safe Streets and Roads for All (SS4A) Safe Streets Master Plan grant award.

Transportation Planner Christopher Phair provided a PowerPoint presentation that covered the following:

RESOLUTION-- IGA FOR THE SAFE STREETS MASTER PLAN
SAFE STREETS MASTER PLAN -- IGA
PROEJCT COSTS
METROPLAN ROLE AND CITY ROLE
COMMITTED PROJECT COMPONENTS
PROJECT STATUS
QUESTIONS

Council discussed the following:

Councilmember Spence asked if the Master Plan aligns with the Regional Plan under development. Mr. Phair confirmed that while the Master Plan focuses on Flagstaff, it will cover the entire area in the Regional Plan. Councilmember Spence highlighted the need to engage with the county for areas like Doney Park, Kachina, Baderville, and Winona.

Councilmember Garcia expressed concerns about connections in these areas but is hopeful that they will be addressed and is excited about safer streets and multimodal transportation.

Councilmember Matthews inquired about the portion of funding from the County and whether the coverage of 500 square miles is typical. Mr. Phair clarified that while the plan is city-centric, the county's involvement demonstrates their support and ensures there are no conflicts between the two entities.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to read Resolution No. 2025 - 13 by title only.

Vote: 4 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METROPLAN AND THE CITY OF FLAGSTAFF FOR THE SAFE STREETS AND ROADS FOR ALL SAFE STREETS MASTER PLAN GRANT AWARD

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2025-13.

Vote: 4 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2025-18:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Coconino County Flood Control District and the City of Flagstaff to repair damaged sediment basins and trails and transfer right, title, interest and ongoing responsibilities for the same from the District to the City

Senior Project Manager for the Storm Water Section John Morris briefly reviewed the history of the basins and why the transfer would occur.

Councilmember Matthews asked for clarification on if it was on city property or county property and Mr. Morris confirmed it was city property.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Austin Aslan to read Resolution No. 2025-13 by title only.

Vote: 4 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF FLAGSTAFF TO REPAIR DAMAGED SEDIMENT BASINS AND TRAILS AND TRANSFER RIGHT, TITLE, INTEREST, AND ONGOING RESPONSIBILTIES FOR THE SAME FROM THE DISTRICT TO THE CITY

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to adopt Resolution No. 2025-13.

Vote: 4 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2025-17 and Ordinance No. 2025-05:** Amending the Flagstaff City Code, Chapter 1-14, Personnel System amending the Employee Handbook of Regulations, providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing effective dates.

Senior Human Resources Management Analysis Cindy Perger provided a PowerPoint presentation that covered the following:

RESOLUTION NO. 2025-17 AND ORDINANCE 2025-05
CREATION OF NEW SECTION 1-50-08X ABSENT NO PAY
AMEND SECTION 1-20-050 ACTING PAY
AMEND SECTION 1-50-040- BEREAVEMENT LEAVE
AMEND SECTION 1-10-070 EMPLOYEE ADVISORY COMMITTEE
AMEND SECTION 1-10-30- EMPLOYMENT CATEEGORIES
AMEND SECTION 1-20-040 OVERTIME PAY
AMEND SECTION 1-50-039 PURCHASE DAYS

Mr. Clifton stated the changes presented to Council have been thoroughly vetted through the departments and legal team, he explained that the changes come to Council due to the City Charter requirement that Employee Handbook changes be approved by Council.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Austin Aslan to read Resolution No. 2025-17 by title only.

Vote: 4 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORDS THAT CERTAIN DOCUMENTS FILED WITH THE CITY CLERK ENTITLED "2025 SUITE OF EMPLOYEE HANDBOOK CHANGES"

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2025- 05 by title only.

Vote: 4 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "2025 SUITE OF EMPLOYEE HANDBOOK CHANGES" PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTIABLISHING AN EFFECTIVE DATE

E. **Consideration and Adoption of Resolution No. 2025-14:** A resolution of the Flagstaff City Council, approving an amendment to the Intergovernmental Agreement and Declaration of Trust establishing the Northern Arizona Public Employees Benefits Trust (NAPEBT).

Human Resources Deputy Director Jennifer Caputo provided a brief history of NAPEBT and the corrections the amendment would cover, she was available for any questions.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember David Spence to read Resolution No. 2025-14 by title only.

Vote: 4 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT AND DECLARATION OF TRUST ESTABLISHING THE NORTHERN ARIZONA PUBLIC EMPLOYEES BENEFITS TRUST (NAPEBT) FOR THE PURPOSES OF UPDATING DEFINED TERMS IN THE AGREEMENT

Moved by Councilmember Austin Aslan, **seconded by** Councilmember David Spence to adopt Resolution No. 2025-14.

Vote: 4 - 0 - Unanimously

F. **Consideration and Adoption of Resolution No. 2025-16:** A resolution of the Flagstaff City Council, approving the second amendment to the Intergovernmental Agreement with the Northern Arizona Intergovernmental Public Transportation Authority related to the Downtown Connection Center

Real Estate Manager Bryce Doty provided a brief history on the amendment and was available for questions.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to read Resolution No. 2025-16 by title only.

Vote: 4 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY RELATED TO THE DOWNTOWN CONNECTION CENTER; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2025-16.

Vote: 4 - 0 - Unanimously

12. OPEN CALL TO THE PUBLIC

None.

13. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

Councilmember Garcia requested a FAIR item for the High Occupancy Housing Plan to come before Council for discussion with the public on how it can impact long term housing solutions.

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held April 1, 2025, adjourned at 4:24 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on April 1, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 15th day of April, 2025

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jarrett Nelson, Public Works Sr. Project Manager

Co-Submitter: Sam Beckett

Date: 04/08/2025

Meeting Date: 04/15/2025

TITLE:

Consideration and Approval of Contract: Annual Street Maintenance and Overlay 2025 GMP 1 to C and E Paving & Grading, LLC in the amount of $1,712,433.82.

STAFF RECOMMENDED ACTION:

1. Approve the Annual Street Maintenance 2025 GMP 1 and execute a CMAR Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $1,712,433.82; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works Streets Section maintains over 700 lane miles of roadway surface infrastructure for the citizens, regional community members, and visitors. Roadways throughout the city vary in design and capacity. In addition to automobile travel, all modes of transportation are integrated and encouraged within the right of way. Modes of travels such as mass transit, bicycle, and pedestrian opportunities are prevalent and our Streets crews strive to provide transportation infrastructure that is well connected and as safe as possible for travel, regardless of the chosen mode. The City's annual Street Maintenance Overlay and Chip Seal Program is an effort to improve aging infrastructure within our existing transportation network. Planning efforts include an evaluation of the asphalt surface, edge treatments, recent overlay project sections, roads that meet maintenance need, and road stripe engineering. Once the identified needs are prioritized, Streets utilizes funding provided from two sources to address the needs. The first source of revenue is Highway User Revenue Funds (HURF), or what's commonly referred to as the gas tax, a state shared revenue. The second source of revenue provided is sales tax proceeds collected as a result of the 2014 voter approved Road Repair and Street Safety Program (RRSS). This Council action, if approved, will allow Streets to deliver the Annual Street Maintenance 2025 chip, crack and fog seal utilizing local contractor C and E Paving & Grading, LLC and improve the community transportation infrastructure.

Financial Impact:

Project Name: 2025 Road Repair and Street Safety GMP 1 Crack-Fog-Chip Seal
Cost: $1,712,433.82
Account Number Budgeted: 040-06-162-3073-6-4443
FY Budgeted Amount:$2,100,000.00
Grant Funded: No
Funding Source: HURF (Highway User Revenue Fund)

Policy Impact:

The award of the CMAR contract to C & E Paving and Grading, LLC. will authorize the delivery of the City's Annual Street Maintenance and Crack-Chip-Fog Seal 2025 Program. The overlay work will ensure that the City maintains its streets and provide for a well-protected and increased overall condition index for our roadways. The City of Flagstaff community continues to support initiatives creating and maintaining quality infrastructure throughout our transportation network.

Previous Council Decision or Community Discussion:
The City of Flagstaff City Council has approved CMAR contracts in previous years for the annual street maintenance and overlay program. Transportation maintenance programs has been a topic of discussion in previous sessions. Direction and feedback has been provided in multiple forums, such as the goal setting process, the annual budgetary process, and community service delivery expectation discussions. Clear direction has been provided to maintain our transportation system, establish asset inventory, deliver capital renewal programs and meet the community expectations.

Options and Alternatives to Recommended Action:

1. Approve the Annual Street Maintenance 2025 GMP 1 and execute a CMAR Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $1,712,433.82.

Background and History:
The City has established an annual program to maintain existing street pavements. The program includes three major elements: non-structural upgrades of asphalt overlay, minor concrete repairs, accessibility improvements including sidewalk/ramp replacement and chip sealing. The citizens of Flagstaff approved the Road Repair and Street Safety Maintenance Program (RRSS) (Prop. 406). This is a dedicated sales tax providing funding of $100 million over 20 years. The program has been aggressively addressing capital projects that have been identified to be in a high state of disrepair on the front end of the program with strong support for annual maintenance until the sales tax sunsets in 2034. The overlay and chip seal street segments are selected after evaluation of the street condition using pavement management asset software. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing treatments and improvements. Chip seal techniques are also used to protect recently overlaid sections to prolong the life of the asphalt surface.

The Arizona State Legislature has authorized the use of Alternative Project Delivery Methods (APDM) as a method of project delivery. Included in these delivery methods the City of Flagstaff can procure a construction team utilizing a Qualifications Based Selection process for construction services from a firm deemed most qualified to perform the work. The enabling legislation also allows for provision of multiple Guaranteed Maximum Prices (GMP) under a single procurement.

At the March 17, 2020, City Council meeting, Council approved the award of the initial Professional Engineering Design Phase Services contract for the 2020, 2021 and 2022 programs to Peak Engineering, Inc. Two contract extensions have been utilized in both 2023 and 2024. Working collaboratively with City staff and C and E Paving & Grading, LLC, the team develops the annual program, costing evaluation, project scheduling, design document review, prioritization of roadway segments, logistics, quantity estimating, and preparation of final construction documents.

This is Construction contract Chip Seal - GMP 1.

Connection to PBB Priorities and Objectives:
Priority Based Budget Key Community Priorities and Objectives
The maintenance of the transportation system is a critical part of "high performing governance" that supports not only community members but first responders to deliver their services and is a high priority in PBB.

Connection to Regional Plan:
Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Connection to Carbon Neutrality Plan:
The asphalt mix design used for pavement patching and chip seal binders for the project has recycled asphalt

incorporated into the mix, thus reducing the usage of new fossil fuels.

All asphalt removed from the job is stockpiled, screened and recycled for future use.

Connection to 10-Year Housing Plan:
No direct connection.

Attachments: 2024-65 Street Maintenance Program 2024, 2025 & 2026 Construction Phase 2 Contract

City of Flagstaff, Arizona

Street Maintenance Program 2024, 2025 & 2026

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION PHASE SERVICES

Agreement No. 2024-65

Mayor
Becky Daggett

Council

Austin Aslan
Anthony Garcia
Khara House
Lori Matthews
David Spence
Miranda Sweet

City Manager
Greg Clifton

Water Services Director
Shannon Jones

Community Development Interim Director
Michelle McNulty

Public Works Director
Scott Overton

Engineering & Capital Improvements Director
Paul Mood

TABLE OF CONTENTS

PAGE

RECITALS..... 1

ARTICLE 1 - DEFINITIONS 1

ARTICLE 2 – CMAR'S SERVICES AND RESPONSIBILITIES 6

ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES 13

ARTICLE 4 - CONTRACT TIME 15

ARTICLE 5 - CONTRACT PRICE 19

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME 20

ARTICLE 7 - PROCEDURE FOR PAYMENT 23

ARTICLE 8 – CLAIMS AND DISPUTES 27

ARTICLE 9 – SUSPENSION AND TERMINATION 29

ARTICLE 10 - INSURANCE AND BONDS..... 31

ARTICLE 11 - INDEMNIFICATION 34

ARTICLE 12 - GENERAL PROVISIONS..... 35

SIGNATURE PAGE 42

EXHIBIT A – PROJECT DESCRIPTION

EXHIBIT B – APPROVED GMP PROPOSAL & TECHNICAL SPECIFICATIONS

City of Flagstaff, Arizona

Street Maintenance Program 2024, 2025 & 2026
CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES
Agreement No. 2024-45

This Construction Services Agreement ("Agreement") is made and entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona ("Owner"), and C and E Paving & Grading, L.L.C., an Arizona Limited Liability Company ("Construction Manager at Risk" or "CMAR") on this ___ day of _____, 20__.

RECITALS

A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.

B. The Owner intends to construct the **Street Maintenance Program 2024, 2025, 2026 Project Number: PW25-001,** as more fully described in Exhibit "A," attached ("Project").

C. To undertake the construction administration of the Project, the Owner has entered into separate agreements with Peak Engineering, Inc. ("Design Professional(s)").

D. CMAR has represented to the Owner the ability to provide construction phase services for the Project, and based on this representation, the Owner hereby engages CMAR to provide these services and construct the Project.

E. A Design Phase Services Agreement (Contract No. 2024-45) has been executed previously between the Owner and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

AGREEMENT

***NOW THEREFORE*,** for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and CMAR as follows:

Article 1 – Terms and Definitions

"Addenda" - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

"Agreement (Contract)" - This written document signed by the Owner and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

"Alternate Systems Evaluations" - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the Owner requirements.

"Change Directive" - A written order prepared and signed by the Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of contract amendment issued after execution of the Contract Documents where unanticipated or unforeseen circumstances in the Work have been encountered. Each Change Order shall be signed by the Owner and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Price; the amount of the adjustment to the Contract Time; or other modifications of other Agreement terms.

"City (Owner)" - The City of Flagstaff, a political subdivision of the State of Arizona, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"CMAR" - The Contractor selected by the Owner to provide design phase services as detailed in this Agreement.

"CMAR Representative" - The designated CMAR Representative.

"CMAR Senior Representative" - The designated CMAR Senior Representative.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professionals after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit, as applicable to this Project, whether at CMAR's principal or branch offices.

"Contingency, CMAR's" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner to be used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in this Agreement.

"Contingency, Owner's" - A fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from the Owner-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the Owner and shall be in addition to the CMAR's GMP.

"Contract Documents" - The following items and documents in descending order of precedence executed by the Owner and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; and (iv) GMP Plans and Specifications.

"Contract Price" - The cost for services for this Agreement.

"Contract Time(s)" - The number of days or the dates related to the construction phase, including authorized adjustments, allotted in the Construction Documents for Substantial and final Completion of the Work, subject to Winter Shutdown.

"Cost Models" - Cost tabulation for the construction of the Project developed by the CMAR and continually updated throughout the preconstruction phase fee and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professionals list of standard pay items.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Cost, bonds, insurance, or taxes.

"Critical Path Method" or "CMP" - A scheduling technique used to predict project duration by analyzing

which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables, Construction Phase Services Agreement" - The Work conducted by CMAR during the construction phase which may include, but is not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost models, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women's Business Enterprise ("MBE/WBE") Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

"Deliverables, Design Phase Services Agreement" - The Work conducted by CMAR during the design phase which may include, but is not limited to: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise ("MBE/WBE/SBE") utilization, Subcontractor agreements, Subcontractor bid packages, GMP preparations and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional(s)" - A qualified, licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

"Drawings (Plans)" - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase, and which have been prepared or approved by the Design Professional(s) and the Owner. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional(s) solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost models (e.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but "not for construction". Shop Drawings are not Drawings as so defined.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in, or reasonably inferred from, the Contract Documents, including but not limited to, all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the CMP and extending the Substantial Completion date.

"General Conditions Costs" - All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to, the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for Work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site; (vii) costs of liability and other applicable insurance premiums not include in labor burdens for direct labor costs; (viii) costs of bonds premiums; (ix) costs of consultants not in the direct employee of CMAR or Subcontractors.

"Guaranteed Maximum Price" ("GMP)" - The sum of the maximum Cost of the Work; the Construction Fee, General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

"Guaranteed Maximum Price (GMP) Proposal" - The offer or proposal of CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the Owner, authorizing CMAR to start Work.

"Opening Physical Conditions" - The current physical conditions present on the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-construction Conference.

"Owner's Representative" - The designated City Project Manager.

"Owner's Senior Representative" - The City of Flagstaff's designated Division/Department Head.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The form used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the Owner.

"Pre-construction Conference" - A Conference held between Owner and CMAR prior to the commencement of any Work, as scheduled by the Owner's Representative or designee.

"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The Work to be completed in the execution of this Agreement, as amended, and as described in the Recitals above and in Exhibit "A" attached.

"Project Team" - The design phase services team consisting of the Design Professional(s), CMAR, the Owner's Representative, the Owner's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

"Schedule of Values (SOV)" - A statement furnished by CMAR to the Owner's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the Work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - All drawings, diagrams, schedules and other data specifically prepared for the Work by CMAR or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship, as

applied to the Work, and certain administrative details applicable thereto.

"Subconsultant" - A person, firm or corporation having an agreement with CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

"Subcontractor" - An individual or firm having a direct agreement with CMAR or any other individual or firm having an agreement with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration, review, or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The construction services for the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner's Representative, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction services Work or a Construction Phase is complete and ready for final payment as evidenced by the written recommendation of final payment by the Owner's Representative. The terms "substantially complete" and "substantially completed" as applied to all or part of the construction Work refers to Substantial Completion thereof.

"Supplier" - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct agreement with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" - The period of time typically including December through March during which no Work will be performed by any person or entity (including, but not limited to, the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, for any reason, on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 – CMAR's Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the Owner. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the Owner and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

CMAR's Representative shall be reasonably available to the Owner and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the Owner but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the Owner.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices identified in this Agreement must be provided to the Owner's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the Owner's Representative. This provision does not constitute an assumption by the Owner of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 Owner shall be responsible for City of Flagstaff review and permit(s) fees for grading and drainage, water, sewer, floodplain, and landscaping. Owner shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in this Agreements

2.2.5 CMAR shall be responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR's responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the Owner's Representative or designee shall schedule and conduct a Preconstruction Conference.

2.3.1.1 At the Pre-Construction Conference, Owner and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved during construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the Owner at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in an Owner approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be

a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMPs and identifying CMAR's Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMPs Schedule. The Schedule of Values shall be subject to approval by the Owner's representative.

2.3.5 Minimum attendance by CMAR shall be CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the CMAR Senior Representative, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the Owner or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR's Representative or CMAR's Senior Representative shall be present at the Sites at all times that construction activities are taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Sites who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Section, the Owner may require CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the Owner for resolution before proceeding with the Work.

2.4.6 CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

2.4.7 CMAR shall establish and maintain all construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a Civil Engineer or Surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by CMAR or any Subcontractor who, in the opinion of the Owner, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at

the written request of the Owner, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the Owner. CMAR or Subcontractor shall hold the Owner harmless from damages or claims which may occur in the enforcement of this Section.

2.4.9 CMAR assumes responsibility to the Owner for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CMAR shall coordinate the activities of all Subcontractors. If the Owner performs other work on the Project or at the Site with separate contractors under the Owner's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the Owner to occupy the Project or a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Owner and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the Owner five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the Owner or Owner's designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the Owner's approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the Owner on previous Submittals.

2.6.7 Informational Submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the Owner. Any material rejected by the Owner shall be removed immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the Owner. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The Owner shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the Owner, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the Owner.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.8.6 CMAR if requested by the Owner shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The Owner shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the Owner does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.9.1.1 CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

2.9.1.1.1 Dimensional changes to the drawings

2.9.1.1.2 Revisions to details shown on drawings

2.9.1.1.3 Locations and depths of underground utilities

2.9.1.1.4 Revisions to routing of piping and conduits

2.9.1.1.5 Actual equipment locations

2.9.1.1.6 Locations of concealed internal utilities

2.9.1.1.7 Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's

2.9.1.1.8 Addenda and other details not on original Agreement Drawings

2.9.1.2 CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.1.4 CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.9.1.5 CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the Owner or its representative for review and comment.

2.9.2 Upon receipt of the reviewed Project Record Drawings from the Owner, CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the Owner within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of digital final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

2.11.1 CMAR warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

2.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides The Owner with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11.4 Nothing in this warranty is intended to limit any other remedy at law that may be available to the Owner.

2.12 Correction of Defective Work

2.12.1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to this Agreement, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the Owner by law. A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the Owner or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner shall commence correction of such nonconforming Work with its own forces.

2.12.3 CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to this Agreement, within seven (7) days of receipt of written notice from Owner. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other

parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner shall commence correction of such nonconforming Work with its own forces.

2.12.4 If Owner does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by Owner in performing such correction.

2.12.5 For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

2.12.6 The one-year period identified in this Agreement applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the Owner may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.1.2 Owner shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

3.2 The Owner's Representative

3.2.1 Owner's Representative shall be responsible for providing Owner supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 Owner's Representative shall also provide CMAR with prompt notice if Owner's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The Owner may utilize field inspectors to assist the Owner's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the Owner's Representative and should not be confused with an inspector with a City regulatory department.

3.2.3.1 The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.2 The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

3.2.3.3 The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the Owner's Representative.

3.2.3.4 The furnishing of such services for the Owner shall not make the Owner responsible for or give the Owner control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The Owner may contract separately with one or more Design Professional(s) to provide construction administration of the Project. The Design Professional(s)' agreement as well as other firms hired by the Owner shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the Owner and Design Professional(s).

3.3.2 The Owner may contract with the Design Professional(s) to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The Owner and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional(s)' consultants shall be through the Design Professional(s).

3.3.2.2 Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional(s) shall keep the Owner informed of progress of the Work and any noted defects and deficiencies of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Design Professional(s) may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with this Agreement.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with this Agreement.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or CMAR. The Design Professional(s)' response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders and may authorize minor changes in the Work as defined in this Agreement.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

3.4 Owner's Separate Contractors

3.4.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by CMAR, the Owner's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

3.5.2 Regulating agencies of the Owner, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the Owner under this Agreement.

Article 4 - Contract Time

4.0 Contract Time

4.0.1 Contract Time shall start with the NTP with construction services and shall end with Substantial Completion.

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMPs under this Agreement shall be three hundred sixty-five (365) calendar days starting with the NTP.

4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with other provisions of this Agreement.

4.0.5 Time is of the essence, for time matters and the rest of this Agreement. Pursuant to this Agreement, if, in the sole discretion of the Capital Improvements Division of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project.

4.1 Substantial Completion

4.1.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with the definition in this Agreement and with the criteria set forth in the NTP.

4.1.2 Prior to notifying the Owner, CMAR shall inspect the Work and prepare and submit to the Owner a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accorda*nce with the Co*ntract Document**s.**

4.1.3 CMAR shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4 Within five (5) days of Owner's receipt of CMAR's notice, the Owner and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5 If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof,

(ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items in this Agreement, (ii) CMAR and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and CMAR agree that Owner's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

4.2 Final Completion

4.2.1 Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, Owner and CMAR shall jointly inspect to verify that the remaining items of Work have been completed. The Owner shall issue a Final Completion Letter and payment pursuant to this Agreement.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner $570.00 (to be determined on an agreement-by-agreement basis) per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner $570.00 (to be determined on an agreement-by-agreement basis) per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the Owner as part of the Payment Request.

4.4.3.1 CMAR shall provide Owner with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2 With each schedule submittal CMAR shall include a transmittal letter including the following:

4.4.3.2.1 Description of problem tasks (referenced to field instructions, requests for information (“RFI’s”), as appropriate.

4.4.3.2.2 Current and anticipated delays including:

4.4.3.2.2.1 Cause of the delay

4.4.3.2.2.2 Corrective action and schedule adjustments to correct the delay

4.4.3.2.2.3 Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion

4.4.3.2.3 Changes in construction sequence

4.4.3.2.4 Pending items and status thereof including but not limited to:

4.4.3.2.4.1 Time Extension requests

4.4.3.2.4.2 Other items

4.4.3.2.5 Substantial Completion date status:

4.4.3.2.5.1 If ahead of schedule, the number of calendar days ahead

4.4.3.2.5.2 If behind schedule, the number of calendar days behind

4.4.3.2.5.3 Other project or scheduling concerns

4.4.4 Owner’s review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5 The Project Master Schedule shall include a CPM diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram schedule shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2 The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4 The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

4.4.5.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6 The CPM diagram schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

4.4.5.7 The CPM diagram schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

4.4.6 The Project Master Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7 Float time shall be as prescribed below:

4.4.7.1 The total Float within the overall schedule, is not for the exclusive use of either the Owner or CMAR but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

4.4.7.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3 Since Float time within the schedule is jointly owned, it is acknowledged that Owner-caused delays on the Project may be offset by Owner-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all Owner-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

5.0 General

5.0.1 CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

5.1.1 The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit B and an amount of **$1,630,889.36** with an additional **$81,544.47** allowed for Owner's Contingency for a total contract price of **$1,712,433.82**.

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices. The Construction Fee will be paid as a firm lump sum.

5.1.4 Taxes are deemed to include all sales, use consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The GMP is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the Owner.

5.2.2 The GMP is subject to adjustments made in accordance with this Agreement and by GMP amendments to this Agreement.

5.2.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

5.2.4 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to this Agreement. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of the Owner. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

5.3.3 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

5.4 Open Book

5.4.1 CMAR shall submit to the Owner upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The Owner may exercise its rights under this Agreement as often as reasonably necessary in the Owner's sole judgment to assure the Owner has a complete and accurate understanding of all Project costs.

5.4.2 Upon Project closeout and immediately prior to the release of final payment, the CMAR shall provide to the Owner a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the Owner and the CMAR must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible; if the Owner and the CMAR do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible.

6.0.2 CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of Owner or anyone under Owner's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions, and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Agreement, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies, or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The Owner Requested Change in Work

6.3.1 The Owner reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the Owner's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The Owner shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4 Legal Requirements

6.4.1 The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

6.5 Change Directives and Change Orders

6.5.1 Owner and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The Owner has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and CMAR. CMAR shall carry out such written orders promptly.

6.6.2 CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform Owner, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3 Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

6.7 Contract Price Adjustments

6.7.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1 Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

6.7.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; and

6.7.1.3 Costs, fees and any other markups.

6.7.2 The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit B.

6.7.3 If an increase or decrease cannot be agreed to as set forth in this Agreement and Owner issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to Owner or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5 If Owner and CMAR disagree upon whether CMAR is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and CMAR shall resolve the disagreement pursuant this Agreement.

6.7.5.1 As part of the negotiation process, CMAR shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations.

6.7.5.2 If the parties are unable to agree and Owner expects CMAR to perform the services in accordance with Owner's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.

6.8 Emergencies

6.8.1 In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

6.9 Force Majeure

6.9.1 The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the Owner and the CMAR, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

6.9.2 The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the Owner will pay no additional costs incurred as a result of such events.

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

Article 7- Procedure for Payment

7.0 General

7.0.1 For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner and to the Owner's satisfaction, the Owner agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

7.1 GMP Payment Request

7.1.1 At the pre-construction conference prescribed in this Agreement, CMAR shall submit for Owner's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

7.1.2 At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the Owner's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

7.1.3 The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project. The Payment Request shall include, at a minimum:

7.1.3.1 Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period

7.1.3.2 Current critical path schedule

7.1.3.3 Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment

7.1.3.4 Subcontractor and Supplier invoices and conditional lien waivers for current pay period

7.1.3.5 General Conditions invoices for current pay period

7.1.3.6 Daily Reports for current pay period

7.1.3.7 Weekly reports for current pay period

7.1.3.8 Project meeting minutes for current pay period

7.1.3.9 Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

7.1.4 The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and Owner shall receive the equipment and materials free and clear of all liens and encumbrances.

7.1.4.2 For materials and equipment stored off the Site, the Owner must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for Owner's inspection. CMAR must establish Owner title to such materials and equipment or otherwise protect the Owner's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3 All bonds and insurance required for stored materials shall name the Owner as the loss payee to the extent of its interest in the stored materials.

7.1.5 CMAR shall submit the Payment Request to Owner monthly either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

7.2.1 Owner shall make payment in accordance with A.R.S. § 34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under this Agreement.

7.2.2 Owner shall pay CMAR all amounts properly due. If Owner determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the Owner. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify Owner's concerns. CMAR and Owner shall attempt to resolve Owner's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those identified in this Agreement.

7.3 Retention of GMP

7.3.1 Owner shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, Owner may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the Owner must be maintained at the Owner's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the Owner's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Matthew Luhman, Purchasing Manager.

7.4 Substantial Completion

7.4.1 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5 Final Payment

7.5.1 After receipt of a final Payment Request, Owner shall make final payment within sixty (60) days after receipt by the Owner, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the Owner.

7.5.2 At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.5.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect Owner’s interests;

7.5.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment; and

7.5.2.3 Consent of CMAR’s surety, if any, to final payment.

7.6 Payments To Subcontractors or Suppliers

7.6.1 CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the Owner. CMAR shall pay for Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the Owner with each progress payment. In addition, any reduction of retention by the Owner to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2 If CMAR fails to make payments in accordance with these provisions, the Owner may take any one or more of the following actions and CMAR agrees that the Owner may take such actions:

7.6.2.1 Hold CMAR in default under this Agreement;

7.6.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3 Reject all future offers to perform work for the Owner from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

7.6.2.4 Terminate this Agreement.

7.6.3 If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended and shall further hold the Owner harmless from any ensuing damages, claims or costs.

7.6.4 Should the Owner fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5 CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

7.7.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the Owner and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.

7.7.2 The Owner, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.7.3 The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.7.4 CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the Owner, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5 The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

7.7.6 The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

Article 8 - Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

8.0.1 If either CMAR or Owner believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after

the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CMAR and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and Owner's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and Owner's Representative, CMAR's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance.

8.2.1 Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and Owner.

8.3 Representatives of the Parties

8.3.1 The Owner's Representatives

8.3.1.1 The Owner designates the individual listed below or his/her designee as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Patrick Brown, Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2277
pbrown@flagstaffaz.gov

8.3.1.2 Owner designates the individual listed below as its Owner's Representative ("Owner's Representative"), which individual has the authority and responsibility under this Agreement:

Emily Markel, Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Jarrett Nelson, Project Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2112
jarrett.nelson@flagstaffaz.gov

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative ("CMAR's Representative"), which individual has the authority and responsibility set forth in this Agreement:

Harvey K. Heckethorn (Corkey), President
P.O. Box 551
Flagstaff, Arizona 86002
Phone: 928-779-7685
Email: candepaving@aol.com

Article 9 – Suspension and Termination

9.0 Owner's Right to Stop Work

9.0.1 Owner may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2 CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by Owner.

9.1 Termination for Convenience

9.1.1 The Owner may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, Owner shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2 If the Owner suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such notice of termination for convenience, CMAR shall proceed with the following

obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in this Agreement.

9.1.3.4 At the Owner's sole discretion and if requested in writing by the Owner, assign to the Owner all rights, title and interest of CMAR under the subcontracts subject to termination.

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the Owner has or may acquire an interest.

9.1.4 CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

9.1.5 The Owner shall pay CMAR the following:

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.

9.1.5.3 CMAR shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the Owner shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in this Agreement.

9.2 The Owner's Right to Perform and Terminate for Cause

9.2.1 If the Owner provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the Owner may have work accomplished by other sources at CMAR's sole expense.

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in this Agreement.

9.2.3 Upon the occurrence of a terminable event, Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.3.1 If CMAR fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.3.2 If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.4 Upon declaring this Agreement terminated, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5 In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the Owner prior to its default.

9.2.6 If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to Owner. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from CMAR's default.

9.2.7 If Owner improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of this Agreement.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

9.3.1 The Capital Improvements Division of the City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the Owner, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the Owner. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the timeframe, the Owner will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

9.3.2 The Owner shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the CMAR. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

9.3.3 Upon termination of the Winter Shutdown by the Owner, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown and shall hold the Owner harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

10.0.1 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by CMAR, its agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The Owner in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance

10.1.1 Commercial General Liability - Occurrence Form

General Aggregate/for this Project	$2,000,000/$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this Agreement.

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit ("CSL") $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

10.1.3 Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

10.1.4 Builders' Risk Insurance or Installation Floater $__N/A___

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

10.1.4.1 The City of Flagstaff, CMAR, Subcontractors, Design Professional(s) and Design Professional(s)' consultant and any others with an insurable interest in the Work shall be Named Insureds on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

10.1.4.3 Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.1.4.4 Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

10.1.4.6 Coverage shall contain a waiver of subrogation against the City of Flagstaff.

10.1.4.7 CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

10.2 Additional Insurance Requirements

10.2.1 The policies shall include, or be endorsed to include the following provisions:

10.2.2 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

10.2.3 CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.4 Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.5 The policies shall contain a Waiver of Subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the Owner.

10.3 Notice of Cancellation

10.3.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the Owner. Such notice shall be sent directly to the Purchasing Section by certified mail, return receipt requested.

10.4 Acceptability of Insurers

10.4.1 Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona

with policies and forms satisfactory to the Owner. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CMAR shall furnish the Owner with Certificates of Insurance (ACORD form or equivalent approved by the Owner) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All Certificates of Insurance and endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.5.3 All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Section. The City project/contract number and project description shall be noted on the Certificate of Insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the Owner's requirements, the CMAR must submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.

10.6 Subcontractors

10.6.1 CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval

10.7.1 Any modification or variation from the insurance requirements in this Agreement shall be made by the Owner Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment but may be made by administrative action.

10.8 Bonds and Other Performance Security

10.8.1 Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

10.8.2 Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification

11.1.1 To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

11.1.2 The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) dated the ___ day of _____, 20___ and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes the ____ day of _____, 20__, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definitions section of this Agreement.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between Owner and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments

12.2.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence

12.3.1 The Owner and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations

12.4.1 Owner and CMAR commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation and Further Documentation

12.5.1 CMAR agrees to provide the Owner such other duly executed documents as shall be reasonably requested by the Owner to implement the intent of the Contract Documents.

12.6 Assignment

12.6.1 CMAR shall not, without the written consent of the Owner, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the Owner's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

12.7 Successorship

12.7.1 CMAR and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 Third Party Beneficiary

12.8.1 Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the Owner and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of Owner and CMAR and not for the benefit of any other party.

12.9 Governing Law

12.9.1 This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 Severability

12.10.1 If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 Compliance with All Laws

12.11.1 CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Agreement and to permit the Owner to verify such compliance.

12.12 Legal Requirements

12.12.1 CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.13 Construction Documents

12.13.1 It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and Owner in writing, describing the apparent variance or deficiency.

12.14 Independent Contractor

12.14.1 CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the Owner the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the Owner as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 The Owner's Right of Cancellation

12.15.1 All parties hereto acknowledge that this Agreement is subject to cancellation by the Owner pursuant to the provisions of A.R.S. § 38-511.

12.16 Survival

12.16.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

12.17 Covenant against Contingent Fees

12.17.1 CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Owner Council, or any employee of Owner has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the Owner shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver

12.18.1 The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 Notice

12.19.1 Notices may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

To CMAR:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
Phone: 928-779-7685
Email: candepaving@aol.com

To Owner:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Emily Markel, Purchasing Manager
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Jarrett Nelson, Project Manager
Phone: (928) 213-2112
jarrett.nelson@flagstaffaz.gov

Design Professional(s):

Julie Leid
Peak Engineering, Inc.
110 North Agassiz
Flagstaff, Arizona 86001
julie@peakegr.com

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

To CMAR:

C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
Attn: Harvey K. Heckethorn (Corkey), President
Phone: 928-779-7685
Email: candepaving@aol.com

To Owner:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Emily Markel, Purchasing Manager
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With copies to:

City of Flagstaff

211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Jarrett Nelson, Project Manager
Phone: (928) 213-2112
jarrett.nelson@flagstaffaz.gov

12.20 Confidentiality of Plans and Specification

12.20.1 Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the Owner.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by

CMAR shall include the following language: “These plans are for official use only and may not be shared with others except as required to fulfill the obligations of the Beulah/University Roadway Project Agreement with the City of Flagstaff.”

12.21 CMAR and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.21.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to Owner for all employees considered for performing work (including supervision and oversight) under this Agreement. Owner may make further security inquiries. Whether or not further security inquires are made by Owner, Owner may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by Owner for performing services under this Agreement may still be engaged by CMAR for other work not involving the Owner. An employee rejected for work under this Agreement shall not be proposed to perform work under other Owner Agreements or engagements without Owner's prior approval.

12.21.2 Criteria for Evaluating Security Inquiries. Once formally adopted by Owner, criteria for excluding an individual from performing work under this Agreement shall be communicated by Owner to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by Owner in evaluating its own personnel.

12.21.3 Additional Owner Rights Regarding Security Inquiries. In addition to the foregoing, Owner reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.21.4 Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.21.5 Materiality of Security Inquiry Provisions. The security inquiry provisions of this Agreement, as set forth above, are material to Owner 's entry into this Agreement and any breach thereof by CMAR may, at Owner's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

12.22 Hazardous Materials

12.22.1 Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the Owner.

12.22.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials

regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the Owner may agree, in writing, to continue work in non-affected areas on the Site.

12.22.3 An extension of Contract Time may be granted in accordance with this Agreement.

12.22.4 CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.23 Computer Systems

12.23.1 CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

12.24 Traffic Control

12.24.1 CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.25 No Boycott of Israel

12.25.1 Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Agreement 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 Agreement, will not engage in a boycott of Israel.

12.26 Forced Labor of Ethnic Uyghurs

12.26.1 If CMAR engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, CMAR 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 CMAR becomes aware during the term of the Contract that the company is not in compliance with the written certification, CMAR shall notify the Owner within five business days after becoming aware of the noncompliance. If CMAR does not provide the Owner with a written certification that CMAR has remedied the noncompliance within 180 days after notifying the Owner 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.

(Signatures Appear on the Next Page)

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20____.

C AND E PAVING & GRADING, L.L.C.

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved only as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last updated February 28, 2024

EXHIBIT A - PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Agreement are to be performed:

The general project scope includes the following work:

The Street Maintenance Program provides surface treatments as required to preserve and maintain pavement condition on the 664 lane miles of City streets. The Project will include milling, street overlay, chip seal, micro seal, and crack sealing work to preserve and maintain existing asphalt street pavement. The contract work also includes removal and replacement of curb returns and sidewalks at many locations on the streets overlaid to bring these streets into compliance with the Americans with Disabilities Act (ADA). Traffic signal detection modifications may be required where the work disturbs existing detection equipment. Utility adjustments and pavement marking are also included in the work.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the Owner. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City Street pavements and avoid costly pavement reconstruction.

It is anticipated that Contractors will have civil construction challenges typical to Flagstaff. The successful Contractor selected for this Project is expected to have significant demonstrated experience in both the type of work required and constructing street pavements in colder, high-altitude climates with a limited construction season.

EXHIBIT B – APPROVED GMP PROPOSAL

PROJECT #: PW25-001 **DATE: 3/18/2025**
PROJECT NAME: Street Maintenance Program 2025

EXHIBIT B

GMP SUMMARY 2025

STREET MAINTENANCE PROGRAM

PROJECT NO:

PW25-0001

CRACK-FOG & CHIP SEAL

GMP SUMMARY

PROJECT NAME:	City of Flagstaff Street Maintenance Program 2025
PROJECT NUMBER:	PW25-001
LAST UPDATED:	3/18/2025
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations -
OWNER PHONE:	(928) 779-7685

C and E
PAVING & GRADING L.L.C.

GMP SUMMARY					
A	COST OF THE WORK (LABOR, MATERIALS, EQUIPMENT)				$1,300,934.72
B	CM@RISK'S CONTINGENCY				$0.00
	INDIRECT COSTS			RATE	$1,300,934.72
C	CONSTRUCTION FEE			4.8%	$78,282.69
D	GENERAL CONDITIONS			9.8%	$159,827.16
	D1	PAYMENT AND PERFORMANCE BOND	$10,241.99	0.628%	
	D2	INSURANCE	$20,223.03	1.24%	
E	SALES TAX		(9.181)	.05631577	$91,844.79
			F. TOTAL GMP		$1,630,889.36
		5%	G. OWNER'S CONTINGENCY		$81,544.47
			H. CONTRACT AMOUNT		$1,712,433.82

CITY OF FLAGSTAFF
GENERAL CONDITIONS ESTIMATE

PROJECT NAME:	City of Flagstaff Street Maintenance Program - 2025
PROJECT NUMBER:	PW25-001
LAST UPDATED:	3/18/2025
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations
OWNER PHONE:	(928) 779-7685

C and E
PAVING & GRADING L.L.C.

PHASE #		CATEGORY DESCRIPTION	NOTES / SCOPE	BUDGET
General Requirements				
1		VEHICLE / FUEL ALLOWANCE		$21,305.60
1		PROJECT MANAGER		$28,215.29
1		SUPERINTENDENT		$23,325.20
1		OFFICE PERSONNEL		$3,669.40
1		OFFICE SUPPLIES AND EQUIPMENT		$1,154.10
1		SITE MECHANIC & SERVICE TRUCK		$13,491.17
1		TEMP SANITARY FACILITIES		$653.00
1		ADDITIONAL PUBLIC NOTICES AND DELIVERY/ LIME / CONCRETE PLASTIC		$1,735.20
		SURVEY		$939.00
1		MOBILIZATION		$13,605.75
1		WARRANTY RESERVE	1.25% OF PROJECT	$20,386.12
1		GL INSURANCE	1.24% OF PROJECT	$20,223.03
1		PERFORMANCE BOND	.6821% OF PROJECT	$11,124.30
TOTAL				$159,827.16

COST SCHEDULE OF VALUES

BID NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT COST	COST
1	REMOVE & REPLACE CURB & GUTTER (VERTICAL)	372.7	LF	$79.00	$29,443.30
2	REMOVE & REPLACE CURB & GUTTER (ROLL)	433.0	LF	$75.00	$32,475.00
3	REMOVE VALLEY GUTTER	204.0	SF	$26.45	$5,395.80
4	REPLACE VALLEY GUTTER	408.0	SF	$24.15	$9,853.20
5	REMOVE VALLEY GUTTER APRON	1,116.5	SF	$26.45	$29,531.43
6	REPLACE VALLEY GUTTER APRON	1,198.0	SF	$24.15	$28,931.70
7	REMOVE & REPLACE INTEGRAL CURB FOR VALLEY GUTTER APRON	200.5	LF	$40.00	$8,020.00
8	REMOVE & REPLACE SIDEWALK	6,388.7	SF	$20.50	$130,968.35
9	REMOVE & REPLACE DRIVEWAY RAMP/WING	1,411.5	SF	$37.25	$52,578.38
10	REMOVE & REPLACE ADA RAMP	2,092.8	SF	$20.50	$42,902.40
11	RETROFIT ADA ADD DOMES	28	EA	$3,100.00	$86,800.00
12	SIDEWALK GRINDING (LESS THAN 3/4" DEPTH GRINDING)	359.5	LF	$31.50	$11,324.25
13	AC PATCH (4" AC/ 8" ABC OR MATCH EXISTING)	304.00	SY	$187.00	$56,848.00
14	3' AC PATCH FOR CURB REPLACEMENT (4" AC/8" ABC OR MATCH EXISTING)	268.57	SY	$110.00	$29,542.70
15	CRACK SEAL (SPEC 337)	24.1	TONS	$5,025.00	$121,102.50
16	CHIP SEAL	42,958	SY	$3.60	$154,648.80
17	FOG COAT SEAL (0.10G/SY)	61.3	TONS	$1,460.00	$89,498.00
18	TRAFFIC CONTROL	1.0	LS	$234,485.00	$234,485.00
	STRIPING & MARKING				
19	4" DOUBLE SOLID YELLOW (PAINT-2 COATS)	5,041	LF	$0.60	$3,024.60
20	18" PREFORMED STOP BAR (THERMO)	615	LF	$9.96	$6,125.40
21	4" BROKEN WHITE (PAINT-2 COATS)	22,158	LF	$0.35	$7,755.30
22	4" SOLID / 4" BROKEN YELLOW (PAINT-2 COATS)	12,873	LF	$0.55	$7,080.15
23	4" SOLID WHITE EDGE LINE (PAINT-2 COATS)	634	LF	$0.35	$221.90
24	6" SOLID WHITE BIKE LANE LINE (PAINT-2 COATS)	33,703	LF	$0.40	$13,481.20
25	PAINTED BIKE ASSEMBLY (THERMO)	30	EA	$296.00	$8,880.00
26	PREFORMED TURN ARROWS (RT., LT., STRAIGHT, COMBO, RAILROAD CROSSING) (THERMO)	68	EA	$165.00	$11,220.00
27	SOLID WHITE LANE LINES (PAINT-2 COATS)	6,018	LF	$0.45	$2,708.10
28	6" DASHED BIKE LANE (PAINT-2 COATS)	2,586	LF	$0.45	$1,163.70
29	COF PIANO KEY CROSSWALK (THERMO)	1,404	LF	$24.58	$34,510.32
30	COF 4" SHORTY DASH (PAINT-2 COATS)	1,023	LF	$0.45	$460.35
31	4" SOLID YELLOW (HWY 89) (PAINT-2 COATS)	8,689	LF	$0.30	$2,606.70
32	LANE REDUCTION ARROWS (THERMO)	4	EA	$280.00	$1,120.00
33	ASPHALT GROOVING FOR RECESSED STRIPING (CROSSWALKS)	1,660	LF	$11.93	$19,803.80
34	ASPHALT GROOVING FOR RECESSED STRIPING (18" STOP BARS)	264	LF	$18.35	$4,844.40
35	MOBILIZATION FOR GRINDING / LAYOUT / SET-UP	1	LS	$21,580.00	$21,580.00

TOTAL COST : **$1,300,934.72**

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
1	REMOVE & REPLACE CURB & GUTTER (VERTICAL)	SUBCONTRACTOR	372.7	LF	$35.70	$13,305.39	
		MATERIALS			$3.28	$1,222.46	
		EQUIPMENT			$26.77	$9,977.18	
		LABOR			$13.25	$4,938.28	
			372.7	LF	$79.00	Total:	$29,443.30
2	REMOVE & REPLACE CURB & GUTTER (ROLL)	SUBCONTRACTOR	433.0	LF	$35.70	$15,458.10	
		MATERIALS			$3.88	$1,680.04	
		EQUIPMENT			$23.77	$10,292.41	
		LABOR			$11.65	$5,044.45	
			433.0	LF	$75.00	Total:	$32,475.00
3	REMOVE VALLEY GUTTER	SUBCONTRACTOR	204	SF	$0.00	$0.00	
		MATERIALS			$2.62	$534.48	
		EQUIPMENT			$15.58	$3,178.32	
		LABOR			$8.25	$1,683.00	
			204.0	SF	$26.45	Total:	$5,395.80
4	REPLACE VALLEY GUTTER	0.0	408.0	SF	$24.15	$9,853.20	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			408.0	SF	$24.15	Total:	$9,853.20
5	REMOVE VALLEY GUTTER APRON	SUBCONTRACTOR	1,116.5	SF	$0.00	$0.00	
		MATERIALS			$2.62	$2,925.23	
		EQUIPMENT			$15.58	$17,395.07	
		LABOR			$8.25	$9,211.13	
			1116.5	SF	$26.45	Total:	$29,531.43
6	REPLACE VALLEY GUTTER APRON	SUBCONTRACTOR	1198	SF	$24.15	$28,931.70	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			1198.0	SF	$24.15	Total:	$28,931.70

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
7	REMOVE & REPLACE INTEGRRAL CURB FOR VALLEY GUTTER APRON	SUBCONTRACTOR	200.5	SF	$34.65	$6,947.33	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$1.10	$220.55	
		LABOR			$4.25	$852.13	
			200.5	SF	$40.00	Total:	$8,020.00
8	REMOVE & REPLACE SIDEWALK	SUBCONTRACTOR	6388.7	SF	$10.50	$67,081.35	
		MATERIALS			$0.73	$4,663.75	
		EQUIPMENT			$6.77	$43,251.50	
		LABOR			$2.50	$15,971.75	
			6388.7	SF	$20.50	Total:	$130,968.35
9	REMOVE & REPLACE DRIVEWAY RAMP/WING	SUBCONTRACTOR	1411.5	SF	$16.80	$23,713.20	
		MATERIALS			$0.96	$1,355.04	
		EQUIPMENT			$14.19	$20,029.19	
		LABOR			$5.30	$7,480.95	
			1411.5	SF	$37.25	Total:	$52,578.38
10	REMOVE & REPLACE ADA RAMP	SUBCONTRACTOR	2092.8	SF	$10.50	$21,974.40	
		MATERIALS			$0.73	$1,527.74	
		EQUIPMENT			$6.77	$14,168.26	
		LABOR			$2.50	$5,232.00	
			2092.8	SF	$20.50	Total:	$42,902.40
11	RETROFIT ADA ADD DOMES	SUBCONTRACTOR	28.0	EA	$1,942.51	$54,390.28	
		MATERIALS			$244.30	$6,840.40	
		EQUIPMENT			$802.63	$22,473.64	
		LABOR			$110.56	$3,095.68	
			28.0	EA	$3,100.00	Total:	$86,800.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
12	SIDEWALK GRINDING (LESS THAN 3/4" DEPTH GRINDING)	SUBCONTRACTOR	359.5	TONS	$31.50	$11,324.25	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			359.5	TONS	$31.50	Total:	$11,324.25
13	AC PATCH (4" AC/8" ABC OR MATCH EXISTING)	SUBCONTRACTOR	304.00	SY	$0.00	$0.00	
		MATERIALS			$38.90	$11,825.60	
		EQUIPMENT			$103.90	$31,585.60	
		LABOR			$44.20	$13,436.80	
			304.00	SY	$187.00	Total:	$56,848.00
14	3' AC PATCH FOR CURB REPLACEMENT (4" AC/8" ABC OR MATCH EXISTING)	SUBCONTRACTOR	268.6	SY	$0.00	$0.00	
		MATERIALS			$22.88	$6,144.88	
		EQUIPMENT			$61.12	$16,415.00	
		LABOR			$26.00	$6,982.82	
			268.6	SY	$110.00	Total:	$29,542.70
15	CRACK SEAL (SPEC 337)	SUBCONTRACTOR	24.1	TONS	$5,000.00	$120,500.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$25.00	$602.50	
			24.1	TONS	$5,025.00	Total:	$121,102.50
16	CHIP SEAL	SUBCONTRACTOR	42958.0	SY	$0.29	$12,457.82	
		MATERIALS			$1.91	$82,049.78	
		EQUIPMENT			$1.14	$48,972.12	
		LABOR			$0.26	$11,169.08	
			42958.0	SY	$3.60	Total:	$154,648.80

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
17	FOG COAT SEAL (0.10G/SY)	SUBCONTRACTOR	61.30	TONS	$298.05	$18,270.47	
		MATERIALS			$376.55	$23,082.52	
		EQUIPMENT			$399.60	$24,495.48	
		LABOR			$385.80	$23,649.54	
			61.30	TONS	$1,460.00	Total:	$89,498.00
18	TRAFFIC CONTROL	SUBCONTRACTOR	1.0	LS	$234,485.00	$234,485.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			1.0	LS	$234,485.00	Total:	$234,485.00

STRIPING & MARKING

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
19	4" DOUBLE SOLID YELLOW (PAINT - 2 COATS)	SUBCONTRACTOR	5,041.00	LF	$0.60	$3,024.60	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			5,041.00	LF	$0.60	Total:	$3,024.60
20	18" PREFORMED STOP BAR (THERMO)	SUBCONTRACTOR	615.00	LF	$9.96	$6,125.40	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			615.00	LF	$9.96	Total:	$6,125.40
21	4" BROKEN WHITE (PAINT - 2 COATS)	SUBCONTRACTOR	22158.0	LF	$0.35	$7,755.30	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			22158.0	LF	$0.35	Total:	$7,755.30

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
22	2" SOLID / 4" BROKEN YELLOW (PAINT - 2 COATS)	SUBCONTRACTOR	12,873.00	LF	$0.55	$7,080.15	
		MATERIALS				$0.00	
		EQUIPMENT					
		LABOR					
			12,873.00	LF	$0.55	Total:	$7,080.15
23	4" SOLID WHITE EDGELINE (PAINT - 2 COATS)	SUBCONTRACTOR	634.0	LF	$0.35	$221.90	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			634.0	LF	$0.35	Total:	$221.90
24	6" SOLID WHITE BIKE LANE LINE (PAINT - 2 COATS)	SUBCONTRACTOR	33703.0	LF	$0.40	$13,481.20	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			33703.0	LF	$0.40	Total:	$13,481.20
25	PAINTED BIKE ASSEMBLY (THERMO)	SUBCONTRACTOR	30.00	EA	$296.00	$8,880.00	
		MATERIALS				$0.00	
		EQUIPMENT					
		LABOR					
			30.00	EA	$296.00	Total:	$8,880.00
26	PREFORMED TURN ARROWS (RT., LT., STRAIGHT, COMBO, RAILROAD CROSSINGS) (THERMO)	SUBCONTRACTOR	68.0	EA	$165.00	$11,220.00	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			68.0	EA	$165.00	Total:	$11,220.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
27	SOLID WHITE LANE LINES (PAINT - 2 COATS)	SUBCONTRACTOR	6018.0	LF	$0.45	$2,708.10	
		MATERIALS				$0.00	
		EQUIPMENT					
		LABOR					
			6018.0	LF	$0.45	Total:	$2,708.10
28	6" DASHED BIKE LANE (PAINT - 2 COATS)	SUBCONTRACTOR	2586.0	LF	$0.45	$1,163.70	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			2586.0	LS	$0.45	Total:	$1,163.70
29	COF PIANO KEY CROSSWALK (THERMO)	SUBCONTRACTOR	1404.0	LF	$24.58	$34,510.32	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			1404.0	LF	$24.58	Total:	$34,510.32
30	COF 4" SHORTY DASH (PAINT - 2 COATS)	SUBCONTRACTOR	1023.0	LF	$0.45	$460.35	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			1023.0	LF	$0.45	Total:	$460.35
31	4" SOLID YELLOW (HWY 89)(PAINT - 2 COATS)	SUBCONTRACTOR	8689.0	LF	$0.30	$2,606.70	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			8689.0	LF	$0.30	Total:	$2,606.70

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
32	LANE REDUCTION ARROWS (THERMO)	SUBCONTRACTOR	4.0	EA	$280.00	$1,120.00	
		MATERIALS				$0.00	
		EQUIPMENT					
		LABOR					
			4.0	EA	$280.00	Total:	$1,120.00
33	ASPHALT GROOVING FOR RECESS STRIPING (CROSSWALKS)	SUBCONTRACTOR	1660.0	LF	$11.93	$19,803.80	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			1660.0	LS	$11.93	Total:	$19,803.80
34	ASPHALT GROOVING FOR RECESSED STRIPING (18" STOP BARS)	SUBCONTRACTOR	264.0	LF	$18.35	$4,844.40	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			264.0	LF	$18.35	Total:	$4,844.40
35	MOBILIZATION FOR GRINDING/LAYOUT/ SET-UP	SUBCONTRACTOR	1.0	LS	$21,580.00	$21,580.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			1.0	LS	$21,580.00	Total:	$21,580.00

Total: **$1,300,934.72**

LIST OF PLANS
AND SPECIFICATIONS

Flagstaff Street Maintenance Program - 2025
Peak Engineering, Inc. (928) 774-4046

Project No: PW25-001

CRACK - FOG & CHIP SEAL

Drawing No.	Drawing Title	Release Date
C1.0	Cover Sheet	January 2025
C1.1	Notes & Legend	January 2025
C1.2	Details	January 2025
C2.0	PAVING	January 2025
C2.1	PAVING	January 2025
C2.2	PAVING	January 2025
C2.3	PAVING	January 2025
C2.4	PAVING	January 2025
C3.0	PAVING	January 2025
C3.1	PAVING	January 2025
C3.2	PAVING	January 2025
C4.0	STRIPING	January 2025
C4.1	STRIPING	January 2025
C4.2	STRIPING	January 2025
C4.3	STRIPING	January 2025
	APPRENDIX A	
49 of 77		January 2025
50 of 77		January 2025
51 of 77		January 2025
52 of 77		January 2025
53 of 77		January 2025
54 of 77		January 2025
55 of 77		January 2025
56 of 77		January 2025

LIST

OF

CLARIFICATIONS

AND

ASSUMPTIONS

Project No: PW25-0001

Clarifications and Assumptions

City of Flagstaff Street Maintenance Program – 2025

1. It is assumed that City of Flagstaff team members will assist the contractor in identifying and marking the stop and start areas for pavement milling and chip seal.
2. If cross-street approaches are to be overlaid, the Engineer shall outline the location and extent of work on cross-streets prior to beginning the work.
3. We realize that no potable water will be utilized on this project. We will need to obtain a permit (no fee) at the Wildcat Hill Waste Water Treatment Plant and will be responsible for complying with all permit requirements.
4. The May 2025 ADOT Index was used to construct the GMP Asphalt prices for this project. Adjustments may have to be made during construction with variances in the Index.
5. It is assumed that during the term of this contract; 2025 MAG and C.O.F. Specifications will govern.
6. The City of Flagstaff will furnish all necessary quality control testing for this project.
7. Excess Aggregate Chip will be picked up with Street Sweepers on Huntington Drive and Grant Street.
8. (a) It is the intent to close the following streets in Presido subdivision for four hours while Fog Seal construction is being done
   (1) Wright, (2) CJ, (3) Bruce Balle, (4) S. Pantano Selo Lane, (5) Pepita, (6) Paz De Avenida, (7) Tex Lane, (8) Camel Drive, (9) Pardo Calle, and (10) Josselyn Drive.

8. (b) It is the intent to close the following streets in Railroad Springs subdivision for four hours while Fog Seal construction is being done. (1) Putman Drive, (2) Hare Drive, (3) Alamo Drive, (4) Windtree Drive, (5) Millis Lane, and (6) Tally Lane.

9. It is assumed that striping items will be paid for as L.F. per bid tab. It is assumed that striping symbols will be paid for as EACH per bid tab.

C and E
PAVING & GRADING
L.L.C.

PROJECT

MASTER

SCHEDULE

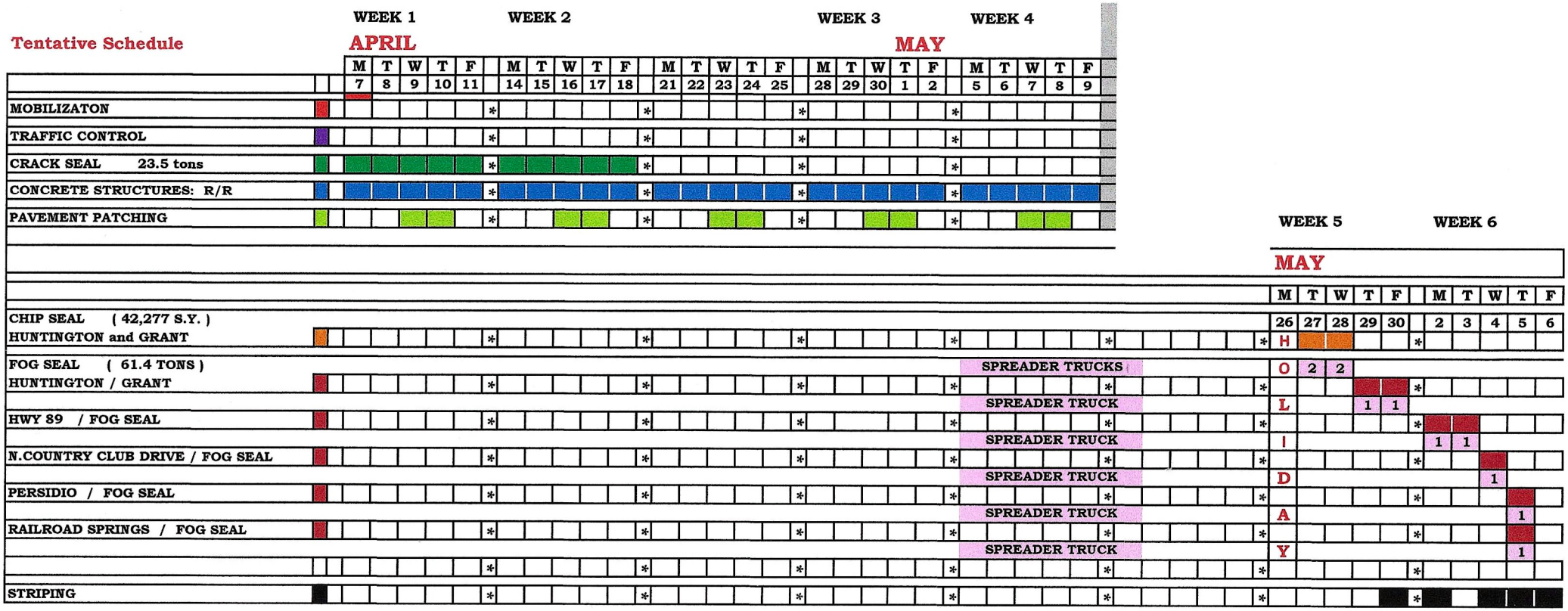
C and E Paving & Grading L.L.C.

CITY OF FLAGSTAFF
2025 STREET MAINTENANCE PROGRAM
PW25-001

REVISED 3-15-2025

CRACK-FOG & CHIP SEAL

Tentative Schedule



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jana Weldon, Beautification Arts & Sciences Program Manager

Date: 04/08/2025

Meeting Date: 04/15/2025

TITLE:

Consideration and Approval of Services Contract Renewal: Contract Renewal with Foxglove Gardening for the Flowers Program

STAFF RECOMMENDED ACTION:

1. Approve the Contract Renewal, May 2025 - April 2026 with Foxglove Gardening, an Arizona Corporation, in the amount not to exceed $131,083.35 for labor and supplies to beautify with flowers the designated planters, hanging baskets and wine barrels in the Downtown, Southside, and 4th Street Gateway to Sunnyside.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Building on the flower and enhanced landscaping project begun in 2020, this City Council is asked to consider approval renewal of a contract with Foxglove Gardening for a final term of May 2025 -- April 2026. The renewal contract price is increasing, due to both inflation and an increase in scope of services to add eight (8) new hanging baskets on the north side of Route 66 between Leroux and San Francisco. The full scope of the project includes:

- Evolving from an aesthetic project to providing necessary infrastructure, including large metal planters for street and alley closures, wine barrel plantings that secure the gazebos in Heritage Square, and plantings to help protect people in 'parklet' projects (such as the Pay 'N Take pilot parklet).
- Shifting from seasonal flowers and plantings to a year-round project, with warm weather plantings and fall/winter plantings (that are also part of the Holiday program).
- Increasing the geographic scope from Downtown only to include the Southside and the Fourth Street Gateway.
- Increased maintenance for the increased scope, with all maintenance included in the contract (in 2021 maintenance was shared with the City Parks and Recreation staff; now that the project has grown, it is not possible for the City to provide this maintenance with current staffing levels).
- Additional elements, now including 58 hanging flower baskets, more than 20 wine and whiskey barrel plantings, a pollinator garden and other plantings in the permanent large planters in Heritage Square, large movable metal planters in the historic core and at the Fourth Street Gateway that can be moved for street closures, and a fall/winter planting program with about 25 evergreen trees.

The City will be issuing a new competitive solicitation for the Flowers Program next year.

The Flowers Program adds beauty to Downtown, the Southside and the 4th St. Gateway. A 2019 study by Bloomberg found that the more beautiful a city is, the more successful it is in attracting jobs and residents, bringing in more income. The project also helped attract customers to local businesses during the challenging times of the pandemic, and directly supports Flagstaff businesses, including Foxglove Landscaping (the contractor), and local nurseries, metal fabricators and signage shops. The project also has high visibility;

recent data from Placer AI shows that about 6.3 million visits were made to the historic core (downtown and the Southside) in the last 12 months. Finally, the project has received positive feedback from our community and business-owners alike.

Financial Impact:
Project Name: Other Miscellaneous Services $25,000; Horticultural Supplies $110,000
Account Number Budgeted: 051-07-211-0825-5-4290; 051-07-211-0825-5-4355
Funding Source: Bed, Board, and Beverage Tax
Cost: $131,083.35
Funding is available for this contract in the Council approved 5-year plan for the Beautification Fund. The Beautification Fund is support by voter approved Bed, Board, & Beverage tax revenue and may only be used for purposes of Beautification.

Policy Impact:
None

Previous Council Decision or Community Discussion:
The first contract renewal plantings in 2022-2023 was brought to council on 1/18/2022.
The Beautification and Public Art Commission approved the budget for the program each year from FY21 through upcoming FY26.

Options and Alternatives to Recommended Action:

1. Approve the contract renewal and go forward with the Flowers Program for May 2025 -- April 2026
2. Council may request changes to the contract, such as eliminating the addition of eight (8) baskets on Route 66 between Leroux and San Francisco on the north side, which may delay implementation of the Flowers Program to June or July 2025 at a minimum.
3. Reject the contract renewal and give direction to staff. This will prevent the Flowers Program from going forward in May 2025 -- April 2026.

Background and History:
The City of Flagstaff implemented a pilot flower and enhanced landscaping project in FY2020-21 in Flagstaff's historic core and built on this project in FY2021-22 to FY2024-25. Successful years of implementation have led the project to grow significantly in scope.

The original Downtown, Southside, and Fourth Street Gateway (Contract No. 2021-90) was dated April 27th, 2021. Only Foxglove Gardening responded to the Request for Infomal Proposal. This contract was amended by the Contract Renewal dated April 7, 2022: with a second Amendment dated February 21, 2024: and a Third Amendment dated November 12, 2024, which was a minimal amendment to remove the hanging basket brackets when the poles received their refresh of municipal green paint.

Connection to PBB Priorities and Objectives:
Livable Community:

- Provide amenities and activities that support a healthy lifestyle
- Create a welcoming community through partnerships, resilient neighborhoods

Robust and Resilient Economy:

- Support and strengthen a robust, diverse, and sustainable economy
- Enhance relationships between the development community, the City, and Flagstaff residents

Connection to Regional Plan:
Goal CC.5. Support and promote art, science, and education resources for all to experience.
Goal LU.1. Invest in existing neigh-borhoods and activity centers for the purpose of developing complete, and connected places.

- Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.
- Policy LU.1.2. Develop reinvestment plans with neighborhood input, identify-ing the center, mix of uses, connectivity patterns, public spaces, and appropriate spaces for people to live, work, and play.

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Goal LU.11. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all.

Goal NH.2. Look to downtown Flagstaff as the primary focal point of the com-munity character.

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Presentation
Contract



Flowers/Enhanced Landscaping Contract Renewal

Beautification, Arts & Sciences

Jana Weldon, Program Manager

CITY OF FLAGSTAFF · ESTABLISHED 1882 · ARIZONA

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Flowers and Enhanced Plantings Contract Renewal

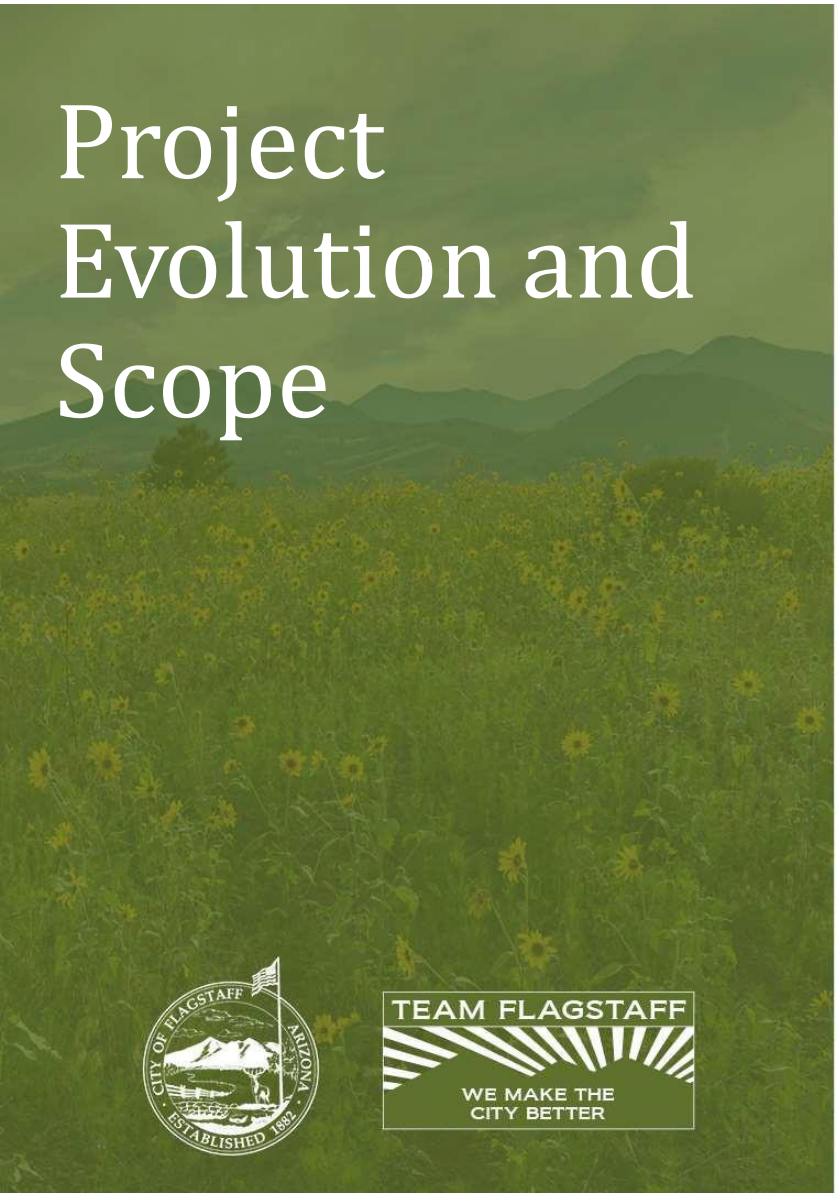
- Background
- Project Evolution and Scope
- Benefits
- Recommended Contract Approval



Background

- Project began as a pilot in 2020 and is well-received by the public.
- Core partners include Parks, Streets, Discover Flagstaff and the Downtown Business Alliance.
- Funded through Bed, Board & Beverage tax funds that must be spent on Beautification (projects such as these)





Past Increased Scope:

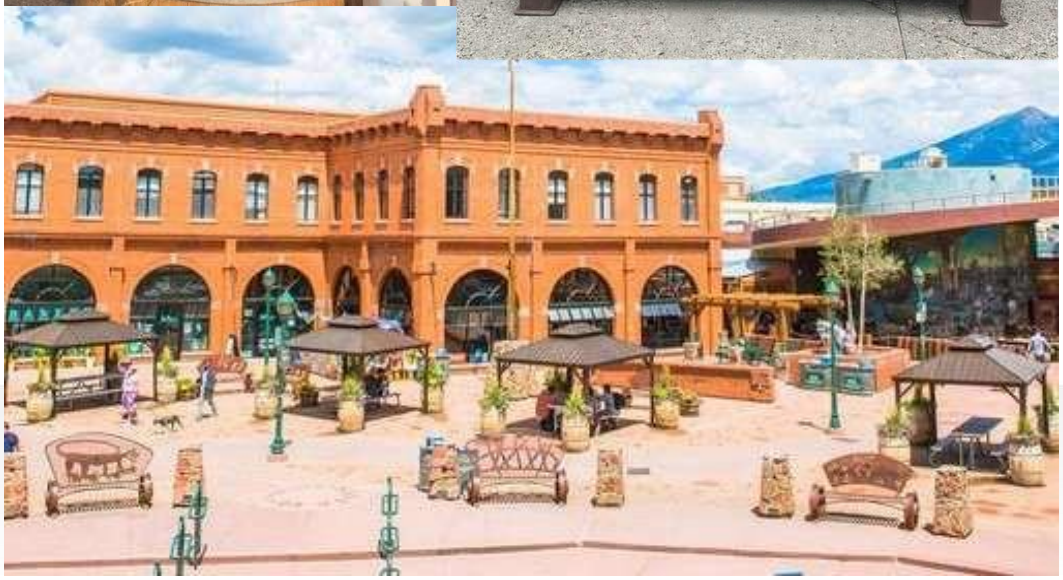
- Beyond aesthetics to providing infrastructure (see next slide)
- Downtown ➡ Inclusion of the Southside and the Fourth Street Gateway
- Seasonal Project ➡ Year-Round Project (including Holiday elements)
- All maintenance now being carried out by the contractor

May 2025 – April 2026 Contract Renewal Increased Scope: Eight Hanging Baskets on northside of Route 66 between Leroux and San Francisco

Scope: Aesthetics & Infrastructure







- Infrastructure Elements:
  - Plantings served as part of the closure infrastructure during early COVID in 2020
  - Plantings in wine barrels as supports for gazebos in Heritage Square
  - Large metal planters for street/alley closures
  - Infrastructure for pilot ‘parklets’ for local businesses

Scope: Geographic Expansion

Project pilot was originally only downtown, with hanging baskets, barrel plantings, and a pollinator garden and plantings in the permanent fixed planters in Heritage Square.



Photo Credit: Downtown Business Alliance.

Geographic Expansion: Southside

Southside plantings include hanging baskets on South San Francisco and wine barrel plantings on South Beaver Street.



Photo Credit: Long Realty.

Geographic Expansion: Eastside

The Fourth Street Gateway was added to the project with two tall planters in 2022.





Scope: Elements

- 58 hanging baskets with Birch and Route 66 between Leroux and San Francisco being the newest additions in the Downtown.
- Over 20 barrel plantings
- Heritage Square Pollinator Garden and permanent fixed planters
- Four large, metal movable planters (and growing) for street and alley closures
- Ability for businesses to purchase additional elements







Scope: Seasonal to Year-Round



- Project began with seasonal plantings in the spring and summer
- Project now includes evergreen fall/winter plantings (that also serve as part of our Holiday elements)

Scope: Increased Maintenance



- Increased scope = increased maintenance.
- All maintenance performed by contractor.
- In 2022 the project grew to the extent that it is not possible for the City to share maintenance duties with current staffing levels.

Project Benefits



Project Benefits

- Moved from aesthetics to infrastructure.
- Supports local businesses, including Foxglove Gardening and local nurseries, metal fabricators, and sign companies
- The Pollinator garden in Heritage Square provides a highly-visible example of the citywide pollinator garden project.



Project Benefits

- A Bloomberg study (2019) found that the more beautiful a City is, the more jobs and residents it attracts.
- Data analytics from Urban3 found that the neighborhoods with the highest financial productivity (regardless of the economic status of the neighborhood) are the oldest neighborhoods.
- A high visibility project with Public Support: Voters have clearly shown they want a beautiful community here, and this project has received positive feedback from the public.



High Visibility

The project is concentrated in the historic core that received about 6.3 Million visits by over 1.8 million visitors (locals and tourists alike) in last 12 months according to Placer AI data

Metrics

Metric Name	**Downtown Flagstaff** Flagstaff, AZ	**Southside Downtown Flagstaff** West Benton Avenue, Flagstaff, AZ
Visits	3.2M	3.1M
Visitors	1M	852.2K

Recommended Contract Renewal Approval

- Suggested Action: Staff recommends Council approval of the contract renewal with Foxglove Gardening (a local family-owned business) for 2025-2026.
- Total for Contract Renewal: $131,083.35



Discussion and Questions?

FOURTH AMENDMENT

Flowers Program:
Downtown, Southside, and Fourth Street Gateway
Contract No. 2021-90

This Fourth Amendment ("Fourth Amendment") to the Flowers Program: Downtown, Southside, and Fourth Street Gateway (Contract No. 2021-90) dated April 27th, 2021, as amended by the Contract Renewal dated April 7, 2022, Second Amendment dated February 21, 2024, the Third Amendment dated November 12, 2024, and as further renewed by Contract Extensions Two and Three (the "Contract") is made and entered into this ____ day of _____, 2025, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Bird Eye Consortium Corporation d/b/a Foxglove Gardening, an Arizona Corporation ("Contractor").

The Contract, Sections 1, 2, and 6 are hereby amended as follows (deleted text is shown as strikethrough and next text is in underlined capitalized text):

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

   Flowers Program: Downtown, Southside, and Fourth Street Gateway

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

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor an amount not to exceed ONE HUNDRED THIRTY-ONE THOUSAND EIGHTY-THREE DOLLARS AND THIRTY-FIVE CENTS ($131,083.35), WHICH INCLUDES A CONTINGENCY OF $9,100.00. ~~One Hundred Sixteen Thousand One Hundred Thirty-Six Dollars And Thirty-Seven Cents ($116,136.37).~~ Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his/her designee (The Purchasing Director) may approve an adjustment if the annual contract price is less than $50,000; otherwise City Council approval is required.

6. Renewal: This Contract is hereby renewed for a FINAL one-year term (APRIL 27, 2025 THROUGH APRIL 26, 2026). ~~(April 27, 2024 through April 26, 2025), and may be renewed for up to three (3) additional one (1) year terms by mutual written consent of the parties.~~ The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

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

IN WITNESS WHEREOF, the Partied have caused this this Third Amendment to be executed by their authorized representatives.

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest by:

_____
City Clerk

Approved as to form:

_____
City Attorney

Bird Eye Consortium Corporation

By:_____

Title:_____

Dated:_____

Attachment: Exhibit A

EXHIBIT A
SCOPE OF WORK
(May 2025 to May 2026)

VENDOR SPECIFICATIONS

1. Vendor shall have a minimum of three (3) years of experience providing Landscaping Services of flowers and native plants in Northern Arizona.

2. Vendor to maintain all licenses required for the work, including but not limited to a business license.

3. Vendor able to provide regular landscaping maintenance (weekly or more frequent as needed) services as outlined herein.

4. Vendor able to examine plantings on a weekly basis to identify any problems or potential problems.

5. The City of Flagstaff will require a thirty (30) day warranty on plant materials except for the areas maintained the City, or plantings damaged due to vandalism or inclement weather such as hail.

6. Vendor shall provide, at vendor's own risk, all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Scope of Work/Specifications.

DATES OF PLANTINGS

Late May/early June to early-mid October, based on frost dates for summer installations.
Mid-October/early November to late May/early June for winter installations.

Precise dates of planting and removal will be determined between the vendor and the City. Planting dates must be approved by the City. Vendor may be required to obtain a permit to work in public rights-of-way for plantings and removal. The City has a plant list in the zoning code that may be helpful for plant selection that is available to vendors. Maintenance extension in the fall may be considered dependent on weather and frost.

PART I: PLANTING

PLANTINGS: DOWNTOWN AND SOUTHSIDE:

Vendor provides: Plant materials, plant design and species selection as appropriate for sites, fertilizer as needed upon planting, soil for pots and hanging baskets, and mulch (as needed) for planting sites. All plant trimmings or other debris will be discarded off-site. The City will work with the vendor for an encroachment permit (for the installation of baskets, etc.) and any other needed permits, such as a permit to work in the public right-of-way. The City will bear the cost of the required permits.

1. **Hanging Baskets –58 Total:** Create forty-four (44) hanging baskets for downtown, 22" in width to hang on downtown lampposts. Create fourteen (14) hanging baskets for the Southside, 30" in width.
    a. The City will provide the baskets and two coco liners per basket for planting. Baskets are of commercial quality and metal with fiber lining. Contractor to purchase and install plastic saucer on top of coco liners to retain water.
    b. Downtown hanging baskets will be in Heritage Square and hanging on streets near Heritage Square with locations provided by the City.
    c. Southside hanging baskets will be along South San Francisco Street and anticipated for South Beaver Street with locations provided by the City of Flagstaff.
    d. Create basket plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect.
    e. Provide fill, soil, plant material and mulch (if needed); baskets must include a closed-loop hook to attach to brackets securely.
    f. Precise locations to be provided by the City to the vendor.
    g. Hang baskets at the beginning of the season and remove at the end of the season with dates confirmed by your city point-of-contact.
    h. The City will provide storage of hanging basket materials in the off-season. Contractor is responsible for pickup from and return of hanging basket materials to City storage site.

2. **Large Moveable Planter Boxes Downtown on Aspen Avenue:** Provide plantings for four (4) rectangular planters in the downtown area. Planting area of boxes are approximately 36" tall, 60" in length and 42" wide. Boxes will be used to close certain areas during events or to create/beautify outdoor seating areas.
    a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
    b. Provide liners and fill, soil, plant material and mulch (if needed).
    c. The City provides precise locations to the vendor and places the boxes. Boxes are anticipated to be in close proximity to Heritage Square. Boxes may be moved by City.
    d. The planter boxes will be filled by the City with concrete or other material except for the top 1' of the boxes.
    e. At end of winter installation, deliver spruce trees to City Public Works.
3. **Wine and Whiskey Barrel Plantings:** Provide plantings for twenty-one (21) wine barrel plantings and one (1) whiskey barrel plantings. Barrels are provided by the City of Flagstaff. Wine barrels are approximately 22" at the top and bottom, 37" tall and 26" wide. Wine barrels are filled with sandbags provided by the City except for the top 1' to be filled with soil for planting. Whiskey barrels are 26" in diameter and 17" tall.
   Wine and Whiskey Barrel Plantings:
    a. Create barrel plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect *(see Image 1, on the next page for an example of a wine barrel planting from 2020).*
    b. Provide soil, plant material, material to hold soil in place at the top of the wine barrels (such as shade cloth), and mulch and soil for the whiskey barrels.

i. These barrels already have high-quality soil present from 2020 plantings; supplemental soil is needed to add any additional fill due to settling and soil loss from removal of existing small spruce tree winter plantings.
ii. Wine barrels also already have cloth material to hold in soil in 15 of the 20 barrels (additional cloth needed for about 5 of the barrels).



c. The City provides sandbags to weight the barrel and fill it except for the top 1' of the barrel and the City places the barrels prior to planting. The City also stores the barrels in the off-season (if needed).
d. The City provides precise locations to the vendor.

4. **Aspen Alley Planters (south of Heritage Square):** Provide plantings for three (3) planters each with dimensions of 42" tall, 42" in length and 42" wide.
   a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
   b. Provide liners and fill, soil, plant material and mulch (if needed).
   c. The City provides precise locations to the vendor and places the boxes.
   d. The planter boxes will be filled by the City with sandbags except for the top 12-18" of the boxes.
   e. At the end of winter installation, deliver spruce trees to City Public Works.

5. **<u>Heritage Square Permanent Planters</u>**: Add to existing plantings for the large square planter in Heritage Square and the rectangular planters along Aspen Avenue.

   Large Planter (planter is about 300 square feet total, with about 50 square feet of space for annual and additional perennial plantings to fill out/supplement plantings provided in 2020 pilot):
   a. Plant Flagstaff-appropriate pollinator and monarch species intermixed with colorful annuals for a full, bright display to fill out existing perennials.
   b. Provide plants, seeds, supplemental topsoil, and mulch as needed for planting.
   c. High quality soil is present in the planters; provide additional soil needed to refresh the planters and account for settling or surface disturbance.
   d. Prepare soil and site for planting.
   e. Add rocks or other vertical element in the center of the garden to deter seating and walking in the garden and provide visual interest. Remove rock feature at end of summer installation.
   f. Place perimeter metal fencing provided by the City around the pollinator garden. Remove fencing at end of summer installation.
   g. A focus on aesthetics as well as function is needed.
   h. Pull weeds from planters.

   a. **Planters Along Aspen Avenue at Heritage Square:** (about 75 square feet total, about 20 square feet of space for annual plantings to supplement existing annual plantings from 2020 pilot program and earlier): Provide plantings to add to existing plants in the rectangular

planters along Aspen Avenue. These sections were planted with additional perennials in 2020, this is to provide additional annuals and perennials and to the existing plantings. Add colorful annuals and/or perennial or pollinator species to complement existing plantings for a full, bright display.

b. Provide plants, seeds, supplemental topsoil, and mulch as needed for planting.
c. High quality soil is present in the planters; provide additional soil needed to refresh the planters and account for settling or surface disturbance.
d. Prepare soil and site for planting.
e. A focus on aesthetics as well as function is needed.
f. Prune Dogwood trees along Aspen Street and the east planter one time in the Spring. Cut off Oak tree suckers, Mahonia, and Virginia Creeper.
g. Pull weeds from planters.

6. **Fourth Street Gateway:** Provide plantings for two (2) planters each with dimensions of approximately 72" tall and 24" wide. Follow all ladder manufacturer's instructions for use of ladder to access pots and use a spotter (second employee) to hold ladder while doing work in pots.
    a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
    b. Provide liners and fill, soil, plant material and mulch (if needed).
    c. The City provides precise locations to the vendor and places the boxes.
    d. The planter boxes will be filled by the City with concrete or other material except for the top 1' of the boxes.
    e. At end of winter installation, deliver spruce trees to City Public Works.

Image 2: Large Planter at Heritage Square (top) and image 3 and 4: planters along Aspen Avenue. All pictured planters have existing plantings with perennials from 2020 and prior; this is to fill out planters with additional perennials and annuals for a colorful effect.







PART II: MAINTENANCE

PLANT MAINTENANCE, PLANTER MAINTENANCE AND WATERING

1. The table below shows maintenance responsibilities:

Table 1:

Items	Location	Planting	Maintenance/Watering Responsibility
~~36~~ ~~44~~ Hanging Baskets, 22″	Downtown	Vendor to plant and hang (brackets installed by the City)	Vendor
14 Hanging Baskets, 30″	Southside	Vendor to plant and hang (brackets installed by the City)	Vendor
4 Large Moveable Rectangular Planters	Downtown	Vendor (planters provided and placed by the City)	Vendor
1 Whiskey Barrel	Southside	Vendor (barrels provided and placed by the City)	Vendor
21 Wine Barrels	Downtown in Heritage Square	Vendor (barrels provided and placed by the City)	Vendor
3 Aspen Alley Planters	Downtown	Vendor (planters provided and placed by the City)	Vendor
Large Planters in Heritage Square	Heritage Square	Vendor to plant	Vendor
2 Pots at Fourth Street Gateway	Eastside	Vendor to plant	Vendor

2. Vendor shall examine all plantings (including those maintained by the City), on a weekly basis on to identify any problems or potential problems. Written checklist will be provided to City, with date of examination, name of inspector, plantings examined, any concerns, and any actions taken in response to concerns.

3. Vendor shall apply only certified organic herbicides and/or pesticides.

4. Planters and baskets the vendor maintains shall be kept in a healthy, vigorous growing

condition, free from disease and large concentrations of pests.

5. Vendor shall provide water truck for all locations except Heritage Square planters have spigots for water. Vendor may use City Water Services potable or reclaimed water load stations. Hand-watering is critical. Hand-water as needed to maintain plantings in a healthy, stress-free condition. It is Vendor's responsibility to provide water for the plantings they maintain and to ensure that plants receive adequate water regardless of weather conditions.
    a. Use of reclaimed water is preferred if possible.

6. It is the responsibility of Vendor to conserve water and assure that all watering rules and regulations are followed. Vendor shall pay any penalties, fines, or citations for watering ordinance violations.

7. Vendor shall adjust watering times on a weekly basis to ensure adequate irrigation during the summer installation. For winter installations, Vendor will water weekly (at least once every 7-10 days). Do not over-water plantings. Do not allow run-off from any watering.

8. Dead or missing plants shall be replaced in areas maintained by the vendor; after the thirty (30) day warranty period replacement shall be paid for by the City as additional materials. Plants damaged by hail or extreme heat, or by people shall be replaced by vendor, with City to pay for new plants. If barrels or planter are damaged and need replanting, this planting will also be paid for as additional materials by the City, and new barrels or planters will be provided by the City. Before replacement, vendor shall submit a brief quote for replacement within one (1) week of being alerted to the loss.

9. Vendor shall add additional soil and mulch as needed throughout the growing season. If larger replacements are needed, replacement shall be paid for as additional materials by the city. Before replacement, vendor shall submit a brief quote for replacement.

10. Vendor shall notify City if any planters need to be replaced or repaired.

11. Vendor shall deadhead spent flowers, maintain a fresh and clean appearance of planters, including cleaning them of debris, trash, and foreign materials weekly, including around plants and minor cleaning of the exterior of planters.

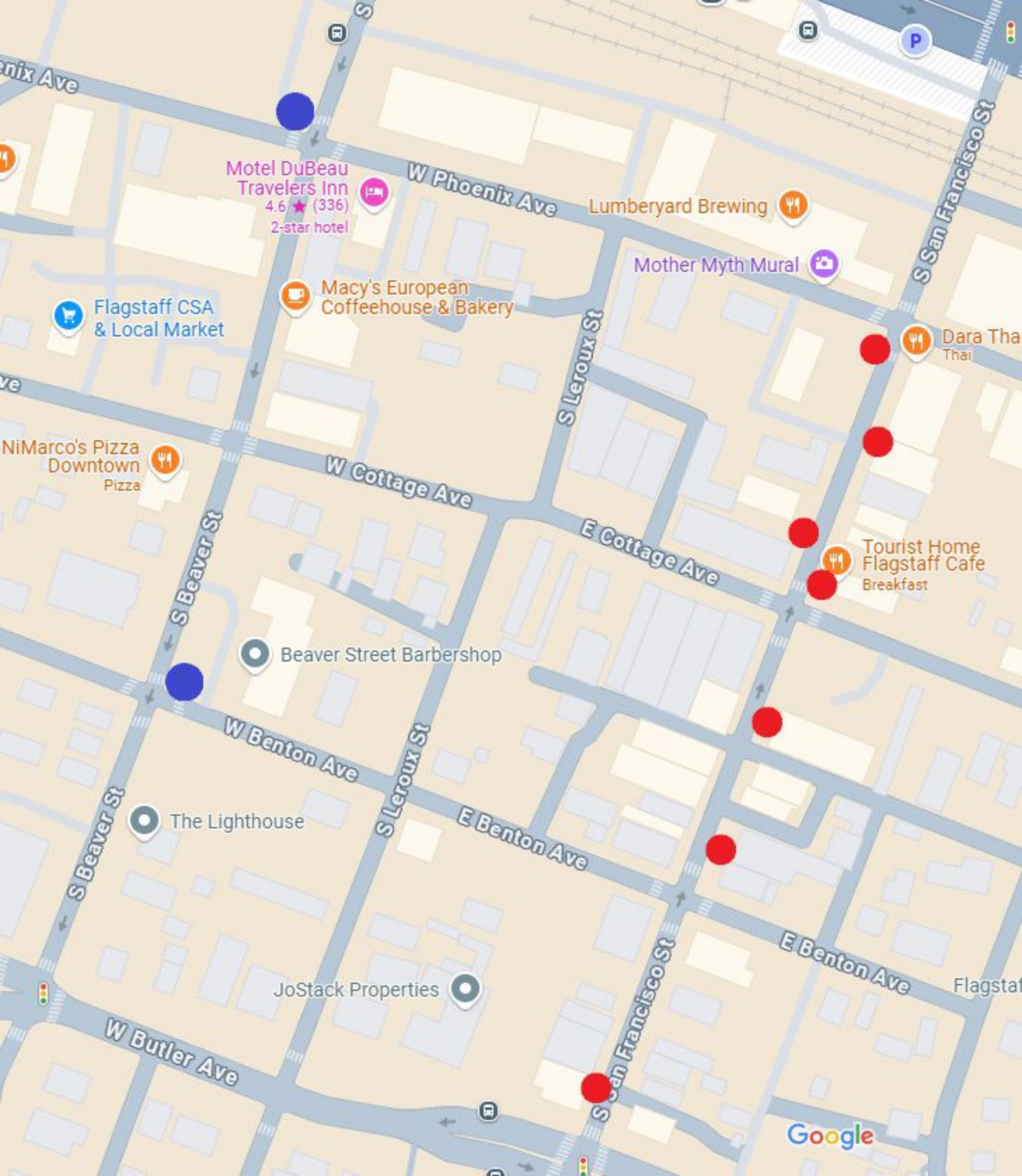
12. Vendor shall notify City of any graffiti on planters when it is observed.

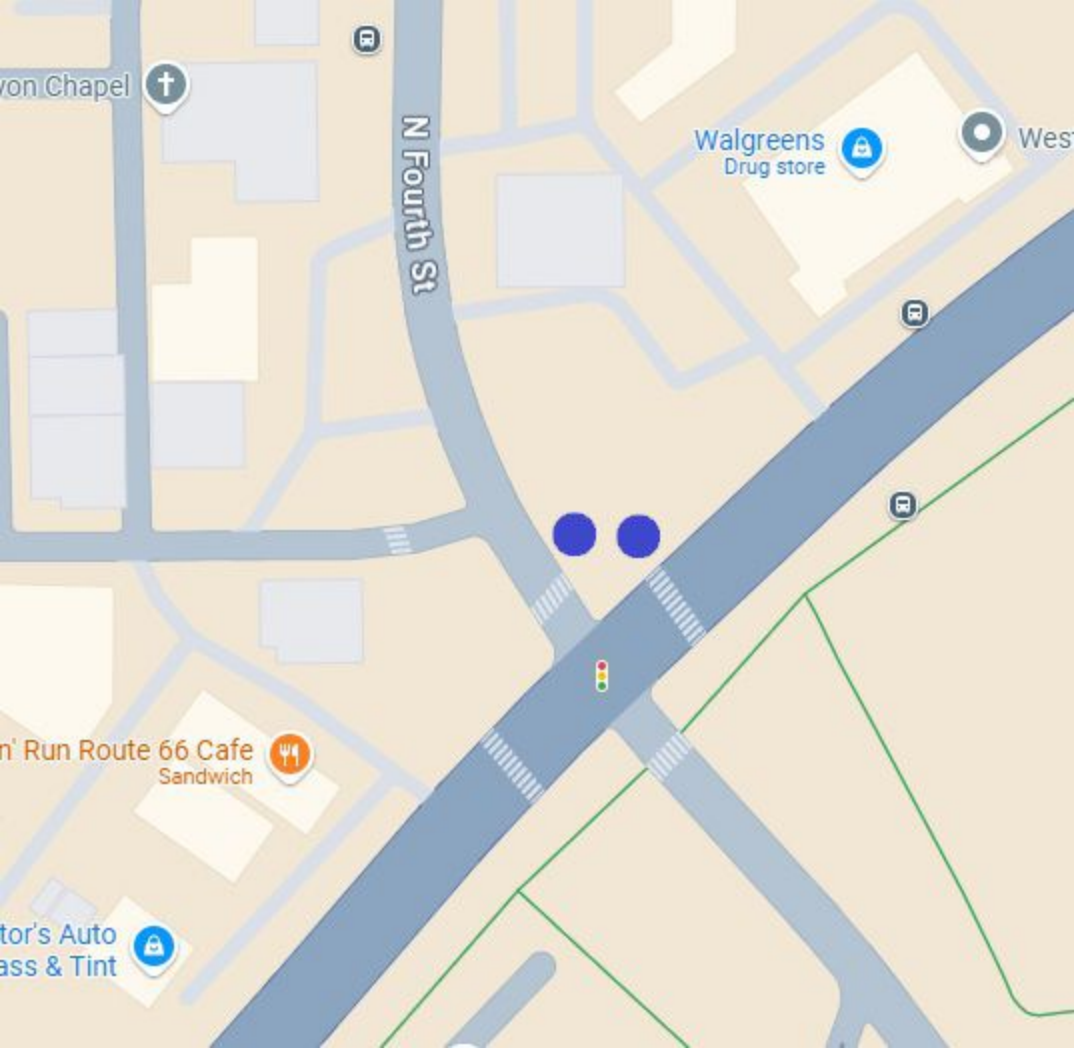
13. Vendor shall take all reasonable precautions required to protect landscape areas from equipment damage.

14. Vendor is responsible for removal of hanging baskets and temporary plantings after growing season (mid-October or earlier date approved in writing by City).

15. City will approve use of contingency funds for repair and replacement of planters or materials as a result of hail or extreme heat damage or damage by people. Vendor is responsible for frost damage if vendor does not cover planters where temperatures are expected to dip below 32 degrees Fahrenheit.


W Birch Ave
Juice Pub & Eatery
Health Food
E Birch Ave
DRAFT
final to be
approved by
parties
Old Town Shops
Shopping mall
Diablo Burger
Hamburger
Downtown Flagstaff
Heritage
Square
N San Francisco St
E Aspen Ave
E Aspen Ave
N Leroux St
SoSoBa
Ramen
N San Francisco St
Rte 66
Flagstaff Amtrak
P
MartAnne
Mexican


Motel DuBeau Travelers Inn
4.6 ★ (336)
2-star hotel
W Phoenix Ave
Lumberyard Brewing
Mother Myth Mural
S San Francisco St
Macy's European Coffeehouse & Bakery
Flagstaff CSA & Local Market
S Leroux St
Dara Tha
Thai
NiMarco's Pizza Downtown
Pizza
W Cottage Ave
E Cottage Ave
S Beaver St
Tourist Home Flagstaff Cafe
Breakfast
Beaver Street Barbershop
W Benton Ave
The Lighthouse
E Benton Ave
JoStack Properties
W Butler Ave
Google


von Chapel
N Fourth St
Walgreens
Drug store
West
n' Run Route 66 Cafe
Sandwich
tor's Auto
ass & Tint

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Co-Submitter: Kevin Fincel

Date: 04/08/2025

Meeting Date: 04/15/2025

TITLE:

Consideration and Ratification of Settlement: settlement of *Laura and Mark Walsh v. City of Flagstaff, et al.* lawsuit.

STAFF RECOMMENDED ACTION:

1. Ratify approval of the settlement of the *Walsh v. City of Flagstaff, et al.* lawsuit pursuant to the terms discussed in executive session.

Executive Summary:

This lawsuit stems from a slip and fall outside the Jay Lively Activity Center. Outside counsel representing the City reached a settlement with Mrs. and Mr. Walsh and we are now seeking ratification by the City Council. The settlement and legal advice related hereto were discussed with the City Council in Executive Session on April 8, 2025.

Financial Impact:

Funding for this settlement is available through the City's self-insurance trust fund.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

No.

Options and Alternatives to Recommended Action:

None.

Background and History:

N/A.

Connection to PBB Priorities and Objectives:

N/A.

Connection to Regional Plan:

N/A.

Connection to Carbon Neutrality Plan:

N/A.

Connection to 10-Year Housing Plan:
N/A.

Connection to Division Specific Plan:
N/A.

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Caputo, Human Resources Manager

Co-Submitter: Cindy Perger

Date: 04/08/2025

Meeting Date: 04/15/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-17 and Ordinance No. 2025-05: Amending the Flagstaff City Code, Chapter 1-14, Personnel System amending the Employee Handbook of Regulations, providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing effective dates.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2025-17
2. Read Ordinance No. 2025-05 by title only for the final time
3. City Clerk reads Ordinance No. 2025-05 by title only (if approved above)
4. Adopt Ordinance No. 2025-05

Executive Summary:

Add a new section to the employee handbook for Absent No Pay leave and amend the below sections of the employee handbook to make basic grammatical changes, updates to committee purpose and terms, defining employee leave types and clarifying levels of authorizing and approving city staff for projects, compensation and termination for a specific employee class type. These changes will provide more clear process and policy guidance and responsibility for city staff and employees.

Creation of new Section 1-50-08X Absent No Pay
Amend Section 1-20-050 Acting Pay
Amend Section 1-50-040 Bereavement Leave
Amend Section 1-10-070 Employee Advisory Committee
Amend Section 1-10-030 Employment Categories
Amend Section 1-20-040 Overtime Pay
Amend Section 1-50-039 Purchase Day Program;

Financial Impact:

None

Policy Impact:

The Employee Handbook amendments being considered add one new policy to outline leave type that was previously undefined, and modifying language to six others, to include modifying special assignments, length and approving staff (Acting Pay), update to eligibility, employee classification titles, and restriction of use of accrual hours for leave type (Bereavement Leave), update to general grammatical issues, committee purpose, and committee structure and terms (Employee Advisory Committee), amendment to language to meet federal FEMA reimbursement requirements for emergencies (Overtime Pay), removal of City Manager approval for employee program (Purchase Day Program), and outline process for temporary employees to discuss their reason for termination (Employment Categories).

Previous Council Decision or Community Discussion:
No

Options and Alternatives to Recommended Action:
Option of not approving proposed changes to policies resulting in a lack of clarity, process, structure and non-compliance with federal requirements.

Connection to PBB Priorities and Objectives:
High Performing Governance

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
None

Attachments:
Res. 2025-17
Res. 2025-17 Exhibit
Ord. 2025-05
Addend for Absent No Pay
Adden for Acting Pay
Adden for Bereavement Leave
Adden for EAC
Adden for Employment Categories
Adden for OT Pay
Adden for Purchase Day

RESOLUTION NO. 2025-17

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*2025 SUITE OF EMPLOYEE HANDBOOK CHANGES*"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City Council of the City of Flagstaff ("City") wish to declare the document entitled *"2025 Suite of Employee Handbook Changes"* to be a public record and to permit its adoption by reference into the City Code; and

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as *"2025 Suite of Employee Handbook Changes"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy, maintained in compliance with A.R.S. § 44-7041, shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of April, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
2025 Suite of Employee Handbook Changes

2025 Suite of Employee Handbook Changes

ADDENDUM JJ

1-10-030. EMPLOYMENT CATEGORIES

D. TEMPORARY SERVICE

4. IN CONSULTATION WITH THE DIVISION DIRECTOR AND THE HUMAN RESOURCES/RISK MANAGEMENT DIRECTOR, Temporary employees may be dismissed at any time, without cause, without notice, and without a statement of reasons. Temporary employees do not have access to the Personnel Board. However, Temporary employees MAY CONTACT THE HUMAN RESOURCES/RISK MANAGEMENT DIRECTOR OR DESIGNEE FOR QUESTIONS RELATED TO THEIR DISMISSAL. ~~shall have the right to file formal grievances under the Grievance Procedure (Article 1-90).~~

ADDENDUM KK

1-10-070. EMPLOYEE ADVISORY COMMITTEE

Note: This section of the Employee Handbook of Regulations is copied from Section 1-14-0001-0006 of the Flagstaff City Code. In order to ensure consistency, numbering and formatting of this section matches Section 1-14-001-0006.

1-14-001-0006.3 PURPOSE

The purpose of the EAC is to foster ongoing employee-employer relations by providing a process and forum for employees to recommend changes to the City Manager concerning employment-related policies and procedures, safety, compensation and benefits. The EAC does not make recommendations regarding THE hiring, discipline, promotion, demotion, transfer, voluntary reassignment, suspension, or dismissal OF INDIVIDUAL EMPLOYEES.

1-14-001-0006.4 OBJECTIVES

B. Review and recommend to the City Manager any initiatives or changes to City's policies and procedures ~~which are~~ related to employment, safety, compensation, or benefits prior to submission to the City Council for consideration.

1-14-001-0006.5 STRUCTURE

G. There will be two co-chairs who will serve a ~~one~~ TWO (2) year term AND THEIR RESPECTIVE TERMS WILL BE STAGGERED ON EVEN AND ODD YEARS. Alternate members are not eligible to serve as co-chair.

1-14-001-0006.6 ELECTIONS AND MEMBERSHIP

B. Elections for special appointments will be conducted during the second meeting in August AND WILL SERVE A TWO (2) YEAR TERM WHICH WILL BE STAGGERED ON EVEN AND ODD YEARS.

1-14-001-0006.7 RESIGNATION OR REMOVAL

C. If the resigning member is a co-chair, a special election for the appointment of a new co-chair will take place and the newly elected co-chair will finish out the ~~one (1) year~~ term of the previous co-chair.

E. If an employee from a group desires to remove the current EAC member, they must follow criteria listed:

1. Submit a formal complaint in writing explaining the reason for the request to remove the current EAC member to the Human Resources Director.

c. The co-chair will recuse ~~himself or herself~~ THEMSELVES from the process, if the complaint is about them or another EAC member from the same group.

4. If a second complaint is received, the co-chairs, with the assistance of Human Resources, will hold an election to remove the EAC member.

b. If the election does not receive enough votes to be considered valid, the EAC member will continue ~~his or her~~ THEIR term.

c. If the election does receive enough votes and the majority of employees in the EAC member's group votes to keep the EAC member, then the EAC member will continue ~~his or her~~ THEIR term.

d. If the election does receive enough votes and the majority of employees in the EAC member's group votes to remove the EAC member, then the EAC member will not continue ~~his or her~~ THEIR term and another election will be held to select another EAC member to serve a two (2) year term from the time of the election.

ADDENDUM LL

1-20-040. OVERTIME PAY

6. IN THE EVENT THE MAYOR DECLARES A CITYWIDE EMERGENCY, THE CITY MANAGER SHALL APPROVE ADDITIONAL COMPENSATION FOR UNCLASSIFIED EMPLOYEES (SECTION DIRECTORS AND BELOW) WHO WORK MORE THAN 40 HOURS IN ANY GIVEN WORK WEEK IN RESPONSE TO THE DECLARED EMERGENCY. THIS WILL BE DONE AS NEEDED TO EFFECTIVELY ADDRESS THE EMERGENCY AND TO ENSURE UNCLASSIFIED EMPLOYEES ARE COMPENSATED APPROPRIATELY AND CONSISTENTLY IN ACCORDANCE WITH THE FEMA PUBLIC ASSISTANCE PROGRAM AND POLICY GUIDE.

7. FOR EMPLOYEES THAT ARE PART OF THE INCIDENT MANAGEMENT TEAM, REFER TO THE ACTIVE INCIDENT MANAGEMENT DIRECTIVE OR SPEAK TO YOUR SUPERVISOR FOR FURTHER CLARIFICATION.

ADDENDUM MM

1-20-050. ACTING PAY COMPENSATION

A. Classified and Unclassified Non-emergency service employees (excluding temporary employees and employees who are serving their initial probationary period) who are:

1. Designated to perform the duties of a position that is of a higher pay range than their normal job due to an absence or,

~~2. ACTING DUE TO A VACANCY WHERE THE EMPLOYEE IS TAKING ON PARTIAL RESPONSIBILITIES AND/OR DOES NOT MEET THE MINIMUM REQUIREMENTS FOR THE POSITION (AND IS THEREFORE NOT ELIGIBLE FOR A TEMPORARY PROMOTION).~~

2. DESIGNATED FOR A SPECIAL ASSIGNMENT AS DIRECTED BY THE DIVISION DIRECTOR WITH APPROVAL FROM THE CITY MANAGER OR DESIGNEE; OR,

3. ACTING DUE TO A VACANCY WHERE THE EMPLOYEE IS TAKING ON PARTIAL RESPONSIBILITIES AND/OR DOES NOT MEET THE MINIMUM REQUIREMENTS FOR THE POSITION (AND IS THEREFORE NOT ELIGIBLE FOR A TEMPORARY PROMOTION); OR,

4. An unclassified employee when covering for a vacancy in the same pay range as their normal job.

B. Acting pay assignments must be for ten (10) days (two (2) work weeks) or greater and ~~do~~ SHOULD not last greater than ~~twelve (12) weeks~~ SIX (6) MONTHS WITHOUT APPROVAL BY THE CITY MANAGER.

C. Acting pay will be paid retroactive to the effective date of the assignment.

D. Classified positions that are approved by the ~~DEPARTMENT HEAD~~ DIVISION DIRECTOR to respond to an emergency situation, or are required by the ~~DIVISION HEAD~~ DIRECTOR to perform the duties of a position that is of a higher classification or range than their normal job due to a vacancy, absence, or required staffing level will receive Acting Pay Compensation under the following circumstances:

1. Acting Pay will be paid hour-for-hour for each hour the employee works in a position within a higher pay range.

ADDENDUM NN

1-50-039. PURCHASE DAY PROGRAM

C. PROCEDURE

2. The Benefit Eligible Employee may request to participate in the Purchase Day Program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, ~~Deputy City Manager~~ AND Human Resources/RISK MANAGEMENT Director or designee.

ADDENDUM OO

1-50-040. BEREAVEMENT LEAVE

Benefit Eligible Employees are eligible for paid time off for bereavement leave in the event of the death of a Family Member.

A. ELIGIBILITY

1. Benefit Eligible Employees will receive up to five (5) Working Days of paid bereavement leave for a Family Member's Death., ~~subject to City operational needs as determined by the immediate supervisor.~~ . IN THE CASE OF A LOSS OF PREGNANCY DUE TO A MISCARRIAGE OR STILLBIRTH, THE PARENTS ARE ELIGIBLE FOR THIS LEAVE.

2. Bereavement leave will be pro-rated for Part-Time BENEFIT Eligible Employees.~~by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.~~

3. PROBATIONARY ~~Non-Tenured~~ and Temporary Employees may receive up to five (5) Working Days of unpaid time off for bereavement.

~~4. Earned Paid Sick Time may not be used for Bereavement Leave.~~

4. "FAMILY MEMBER" SHALL HAVE THE SAME MEANING AS SET FORTH IN A.R.S. § 23-371.H.

B. PROCEDURES

~~A~~1. If an employee wishes to take time off due to the death of a Family Member, the employee should notify his or her THEIR supervisor immediately AND SUBMIT A LEAVE OF ABSENCE REQUEST TO DOCUMENT THE LEAVE.

2. EMPLOYEES MAY USE THEIR ACCRUED SICK LEAVE WHEN ADDITIONAL TIME AWAY FROM WORK IS NEEDED TO GRIEVE THE LOSS OF THEIR FAMILY MEMBER.

~~B. An employee shall submit a Leave of Absence Form to the immediate supervisor to record the employee's bereavement leave through the City's payroll procedures. The form should indicate the name and relation of the Family Member.~~

Form(s): Leave of Absence Request Form

ADDENDUM PP

1-50-082 ABSENT NO PAY

BENEFIT ELIGIBLE EMPLOYEES ARE ELIGIBLE TO REQUEST ABSENT NO PAY LEAVE FOR UNFORESEEN OR LIMITED INCIDENTS THAT REQUIRE A SHORT-TERM ABSENCE FROM WORK.

A. ELIGIBILITY

1. BENEFIT ELIGIBLE EMPLOYEES MAY USE NO MORE THAN THREE (3) WORKING DAYS OF ABSENT NO PAY LEAVE PER MONTH.

2. ALL OF THE EMPLOYEE'S APPROPRIATE ACCRUED LEAVE MUST BE EXHAUSTED BEFORE ABSENT NO PAY LEAVE CAN BE USED.

3. THE EMPLOYEE'S SUPERVISOR MAY APPROVE THIS TYPE OF LEAVE AND COMMUNICATE THE APPROPRIATE HOUR CODES TO PAYROLL. A SUPERVISOR MAY DENY THIS LEAVE TYPE AND IS NOT REQUIRED TO APPROVE ABSENT NO PAY LEAVE.

4. FOR ANY UNPAID ABSENCES FROM WORK THAT WILL EXCEED THREE (3) WORKING DAYS IN ONE MONTH, LEAVE WITHOUT PAY MUST BE REQUESTED AND BE APPROVED FOR THE EMPLOYEE'S ABSENCE. ANY UNAUTHORIZED ABSENCE WILL BE DEEMED UNAUTHORIZED LEAVE WITHOUT PAY. SEE SECTION 1-50-090, UNAUTHORIZED LEAVE WITHOUT PAY.

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "2025 SUITE OF EMPLOYEE HANDBOOK CHANGES" PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve the proposed amendments to the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

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

SECTION 1. That certain document known as "2025 Suite of Employee Handbook Changes", one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2025-17 of the City of Flagstaff, Arizona, and is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 2. Repeal of Conflicting Ordinances

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

SECTION 3. Severability

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

SECTION 4. Clerical Corrections

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

SECTION 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of April, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM XX OF THE EMPLOYEE HANDBOOK OF REGULATIONS

1-50-08X. ABSENT NO PAY

Benefit Eligible Employees are eligible to request Absent No Pay leave for unforeseen or limited incidents that require a short-term absence from work.

A. ELIGIBLITY

1. Benefit Eligible Employees may use no more than three (3) Working Days of Absent No Pay leave per month.

2. All of the employee's appropriate accrued leave must be exhausted before Absent No Pay leave can be used.

3. The employee's supervisor may approve this type of leave and communicate the appropriate hour codes to Payroll. A supervisor may deny this leave type and is not required to approve Absent No Pay leave.

4. For any unpaid absences from work that will exceed three (3) Working Days in one month, Leave Without Pay must be requested and be approved for the employee's absence. Any unauthorized absence will be deemed Unauthorized Leave Without Pay. See section 1-50-090, Unauthorized Leave Without Pay.

(Ord. No. 2025-XX)

ADDENDUM XX OF THE EMPLOYEE HANDBOOK OF REGULATIONS

1-20-050. ACTING PAY COMPENSATION

A. Classified and Unclassified Non-emergency service employees (excluding temporary employees and employees who are serving their initial probationary period) who are:

1. Designated to perform the duties of a position that is of a higher pay range than their normal job due to an absence or,

2. Designated for a special assignment as directed by the Division Director with approval from the City Manager or designee; or,

3. Acting due to a vacancy where the employee is taking on partial responsibilities and/or does not meet the minimum requirements for the position (and is therefore not eligible for a temporary promotion); or,

4. An unclassified employee when covering for a vacancy in the same pay range as their normal job.

B. Acting pay assignments must be for ten (10) days (two (2) work weeks) or greater and should not last greater than six (6) months without approval by the City Manager.

C. Acting pay will be paid retroactive to the effective date of the assignment.

D. Classified positions that are approved by the Division Director to respond to an emergency situation, or are required by the Division Director to perform the duties of a position that is of a higher classification or range than their normal job due to a vacancy, absence, or required staffing level will receive Acting Pay Compensation under the following circumstances:

1. Acting Pay will be paid hour-for-hour for each hour the employee works in a position within a higher pay range.

(Ord. No. 2022-23, Amended 10/20/2022); (Ord. No. 2025-XX, Amended XX/XX/XXXX)

ADDENDUM XX OF THE EMPLOYEE HANDBOOK OF REGULATIONS

1-50-040. BEREAVEMENT LEAVE

Benefit Eligible Employees are eligible for paid time off for bereavement leave in the event of the death of a Family Member.

A. ELIGIBILITY

1. Benefit Eligible Employees will receive up to five (5) Working Days of paid Bereavement Leave for a Family Member's Death. In the case of a loss of pregnancy due to a miscarriage or stillbirth, the parents are eligible for this leave.

2. Bereavement Leave will be pro-rated for Part-Time Benefit Eligible Employees.

3. Probationary and Temporary Employees may receive up to five (5) Working Days of unpaid time off for bereavement.

4. "Family Member" shall have the same meaning as set forth in A.R.S. § 23-371.H.

B. PROCEDURES

1. If an employee wishes to take time off due to the death of a family member, the employee should notify their supervisor immediately and submit a Leave of Absence Request to document the leave.
2. Employees may use their accrued sick leave when additional time away from work is needed to grieve the loss of their Family Member.

Form(s): Leave of Absence Request Form

(Ord. No. 2009-12, Amended 05/19/09); (Ord. No. 2013-09, Amended 05/07/13); (Ord. No. 2017-12, Amended 07/01/17); (Ord. No. 2025-XX, Amended XX/XX/XXXX)

ADDENDUM XX OF THE EMPLOYEE HANDBOOK OF REGULATIONS

1-10-070. EMPLOYEE ADVISORY COMMITTEE

Note: This section of the Employee Handbook of Regulations is copied from Section 1-14-0001-0006 of the Flagstaff City Code. In order to ensure consistency, numbering and formatting of this section matches Section 1-14-001-0006.

1-14-001-0006 EMPLOYEE ADVISORY COMMITTEE

The Employee Advisory Committee (EAC) is hereby established.

1-14-001-0006.3 PURPOSE

The purpose of the EAC is to foster ongoing employee-employer relations by providing a process and forum for employees to recommend changes to the City Manager concerning employment-related policies and procedures, safety, compensation and benefits. The EAC does not make recommendations regarding THE hiring, discipline, promotion, demotion, transfer, voluntary reassignment, suspension, or dismissal of individual employees.

1-14-001-0006.4 OBJECTIVES

The objectives of the EAC are to:

B. Review and recommend to the City Manager any initiatives or changes to City's policies and procedures related to employment, safety, compensation, or benefits prior to submission to the City Council for consideration.

1-14-001-0006.5 STRUCTURE

G. There will be two co-chairs who will serve a two (2) year term and their respective terms will be staggered on even and odd years. Alternate members are not eligible to serve as co-chair.

1-14-001-0006.6 ELECTIONS AND MEMBERSHIP

B. Elections for special appointments will be conducted during the second meeting in August and will serve a two (2) year term which will be staggered on even and odd years.

1-14-001-0006.7 RESIGNATION OR REMOVAL

C. If the resigning member is a co-chair, a special election for the appointment of a

new co-chair will take place and the newly elected co-chair will finish out the term of the previous co-chair.

E. If an employee from a group desires to remove the current EAC member, they must follow criteria listed:

1. Submit a formal complaint in writing explaining the reason for the request to remove the current EAC member to the Human Resources Director.

   a. The complaint may only be filed from the EAC member's group.

   b. Human Resources will relay the complaint information to the current co-chairs.

   c. The co-chair will recuse themselves from the process, if the complaint is about them or another EAC member from the same group.

4. If a second complaint is received, the co-chairs, with the assistance of Human Resources, will hold an election to remove the EAC member.

   a. The election must have fifty percent (50%) plus one (1) votes of the EAC member's group for the election to be valid.

   b. If the election does not receive enough votes to be considered valid, the EAC member will continue their term.

   c. If the election does receive enough votes and the majority of employees in the EAC member's group votes to keep the EAC member, then the EAC member will continue their term.

   d. If the election does receive enough votes and the majority of employees in the EAC member's group votes to remove the EAC member, then the EAC member will not continue their term and another election will be held to select another EAC member to serve a two (2) year term from the time of the election.

(Ord. No. 2010-33, Amended, 02/15/11); (Ord. No. 2014-32, Amended, 01/06/15); (Ord. No. 2018-18, Amended, 06/15/18); (Ord. No. 2018-36, Amended, 11/06/18); (Ord. No. 2019-10, Amended, 07/02/19); (Ord. No. 2020-23, Amended 09/15/20); (Ord. No. 2022-15, Amended 07/05/2022); (Ord. No. 2024-11, Amended 04/16/2024); (Ord. No. 2025-XX, Amended XX/XX/XXXX)

ADDENDUM XX OF THE EMPLOYEE HANDBOOK OF REGULATIONS

1-10-030. EMPLOYMENT CATEGORIES

D. TEMPORARY SERVICE

4. In consultation with the Division Director and the Human Resources/Risk Management Director, Temporary employees may be dismissed at any time, without cause, without notice, and without a statement of reasons. Temporary employees do not have access to the Personnel Board. However, Temporary employees may contact the Human Resources/Risk Management Director or designee for questions related to their dismissal.

(Ord. No. 2018-36, Amended, 11/06/18); (Ord. No. 2022-23, Amended 10/20/2022); (Ord. No. 2025-XX, Amended XX/XX/XXXX)

ADDENDUM XX OF THE EMPLOYEE HANDBOOK OF REGULATIONS

1-20-040. OVERTIME PAY

6. In the event the mayor declares a citywide emergency, the City Manager shall approve additional compensation for unclassified employees (Section Directors and below) who work more than 40 hours in any given work week in response to the declared emergency. This will be done as needed to effectively address the emergency and to ensure unclassified employees are compensated appropriately and consistently in accordance with the FEMA public assistance program and policy guide.

7. For employees that are part of the Incident Management Team, refer to the active Incident Management directive or speak to your supervisor for further clarification.

(Ord. No. 2007-39, Amended, 08/07/07); (Ord. No. 2010-10, Amended, 06/08/10); (Ord. No. 2022-23, Amended 10/20/22); (Ord. No. 2025-XX, Amended XX/XX/XXXX)

ADDENDUM XX OF THE EMPLOYEE HANDBOOK OF REGULATIONS

1-50-039. PURCHASE DAY PROGRAM

C. PROCEDURE

2. The Benefit Eligible Employee may request to participate in the Purchase Day Program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, and Human Resources/Risk Management Director or designee.

(Ord. No. 2013-09, Amended, 05/07/13); (Ord. No. 2019-10, Amended 07/02/19); (Ord. No. 2024-09, Amended 04/16/2024); (Ord. No. 2025-XX, Amended XX/XX/XXXX)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Christine Cameron, Project Manager III

Co-Submitter: Stacey Brechler-Knaggs

Date: 04/08/2025

Meeting Date: 04/15/2025

TITLE:

Consideration and Approval of Grant Agreement: City of Flagstaff and Federal Rail Administration INFRA Grant Agreement for the Downtown Mile Safety and Connectivity Improvement Project.

STAFF RECOMMENDED ACTION:

1. Approve the Downtown Mile Safety and Connectivity Improvement Project (Project) Infrastructure of Rebuilding America (INFRA) Grant Agreement (Agreement) between the City of Flagstaff and Federal Rail Administration (FRA).

Executive Summary:

- In 2022, the City of Flagstaff and BNSF Railway partnered on a U.S. Department of Transportation INFRA grant application to fund the Downtown Mile Safety and Connectivity Improvement Project.
- The City was notified in the fall of 2022 that the application was successful and City Council awarded the design phase services contract in October 2022.
- The Project team has been working with the FRA and partner agencies on design development and NEPA clearance over the past several years and we are approaching 90% plans stage this summer.
- The project authorization deadline is September 2025, and this executed agreement is required for authorization.

Financial Impact:

Project construction is funded by the following agencies:

- U.S. Department of Transportation - $32,460,000 (Federal share)
- City of Flagstaff - $16,172,000 (City match)
- BNSF Railway - $11,250,000 (Match contribution)
- Arizona Department of Transportation: $3,000,000 (AZ SMART Fund match)
- MetroPlan Grant - $490,000

Current FY2024-25 funding is $10,051,365 and FY2025-26 funding is anticipated to be $6.5 million, account # 409-09-427-3520-1-4421 with total project cost of $63.4 million

Policy Impact:

No Impact.

Previous Council Decision or Community Discussion:

Flagstaff City Council approved the original design contract for the Project on October 18, 2022 and approved Change Order #2 on March 5, 2024. The team held a project public meeting in June 2023.

Options and Alternatives to Recommended Action:
1. Approve the grant agreement as presented.
2. Reject the agreement and direct staff to renegotiate terms with FRA. This option may jeopardize the awarded federal funding.

Background and History:
The Downtown Mile Project is a suite of City Capital transportation and stormwater projects that surround the BNSF rail corridor in downtown Flagstaff. The projects share proximity, constraints with building under and around the railroad, and opportunities for funding partnerships and construction efficiency. The individual projects were aligned into the overall project scope out of a need to help fund mitigation impacts to rail operations from the construction of the Rio de Flag project, to expedite delivery of the City's multimodal projects, and to provide opportunity to BNSF to construct a third main rail line, which instituted their support for Project funding and approval for construction. The Project components include:

- **Florence to Walnut Pedestrian Underpass** -- Construction of a pedestrian underpass to the west of the ADOT B40/Milton Road Underpass/BNSF rail bridge. Proposed to connect Florence Street and Walnut Street with a grade-separated pedestrian tunnel in an area of active trespassing.
- **ADOT B40 Milton Road Underpass/BNSF Rail Bridge Reconstruction** -- The existing two-track bridge structure over Milton Road will be replaced and the location of the underpass will be shifted to the north in alignment with the proposed permanent third main line of the BNSF tracks. The bridge will include a span arrangement that will allow for the future ADOT corridor expansion, including multimodal improvements. Additionally, the proposed structure shall provide a minimum of 16'-8" vertical clearance as required by current ADOT and BNSF standards.
- **Rio de Flag Pedestrian Underpass** -- This grade-separated pedestrian underpass will be constructed under the BNSF corridor and adjacent to the Rio de Flag flood control concrete box culvert. It will be tied into the future Mountain Line Downtown Connection Center site located on Phoenix Avenue.
- **Beaver Street and San Francisco Street At-grade Crossing Safety Improvements** -- Will include at-grade crossing safety improvements associated with two one-way streets that intersect with the BNSF corridor adjacent to the current Amtrak station. These improvements are focused particularly on enhancing safety for pedestrians.
- **Community Rail Safety Plan** - A rail safety plan in accordance with Federal Railroad Administration guidelines will be delivered during design.

In addition, alignment and support for these projects will greatly benefit delivery of the Rio de Flag Flood Control Project and the Lone Tree Overpass Project.

There are several pending items in reference to the environmental mitigation measures (pages 6 and 10) and administrative program designations (page 15). The NEPA document has yet to be completed and is on a concurrent schedule with execution of this grant agreement. Both the NEPA and approved grant agreement are required to be submitted to FRA by May 2025. The mitigation section will be completed at that time. In order to maintain schedule for obligation in September 2025 and keep the grant awarded funding secure, staff is recommending approval at this time with this section undetermined. If the Grant Agreement significantly changes, we will come back to council for approval of the revised Grant Agreement and/or a Grant Agreement Amendment.

Connection to PBB Priorities and Objectives:
Priority Based Budget Key Community Priorities and Objectives

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:
Regional Plan

- Improve mobility and access throughout the region.
- Improve transportation safety and efficiency for all modes.

- Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Connection to Carbon Neutrality Plan:
Carbon Neutrality Plan

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:

None

Attachments: DTM FRA Grant Agreement
DTM FRA Terms and Conditions
DTM FRA Grant Agreement Presentation

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 INFRA PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Flagstaff (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive an INFRA Grant for the Downtown Mile Safety and Connectivity Improvements Project.

The parties therefore agree to the following:

GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Infrastructure for Rebuilding America (INFRA) Program: FRA Projects," dated August 24, 2023, which is attached to this agreement. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement. For convenience, the General Terms and Conditions are also available at https://www.transportation.gov/grants/infra-grant-implementation, but if there are any differences between the version attached to this agreement and the version available at that hyperlink, only the version attached to this agreement is applicable.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the INFRA Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the INFRA Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Downtown Mile Safety and Connectivity Improvements Project

Application Date: May 20, 2022

2. Recipient's Unique Entity Identifier.

See section 24.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Stacey Brechler-Knaggs
Director of Emergency Management | Grants & Contracts
City of Flagstaff
211 West Aspen Avenue
(928) 213-2227
sknaggs@flagstaffaz.gov

Christine Cameron
Senior Project Manager
City of Flagstaff
211 W. Aspen Avenue
(928)213-2682
ccameron@flagstaffaz.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Juliana Barnes
Chief, Southwest Division (RRD-56)
Office of Regional Outreach and Project Delivery (RRD-50)
Federal Railroad Administration
Sacramento, CA 95814
(916) 215-9115
juliana.barnes@dot.gov

6. Payment System.

USDOT Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

See section 24.2 of the General Terms and Conditions.

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

The project will deliver pedestrian safety improvements and freight and passenger rail infrastructure enhancements along an approximately one-mile segment of the Burlington Northern and Santa Fe (BNSF) Southern Transcontinental (Transcon) Corridor. The improvements for the project include: (1) a pedestrian underpass at Rio de Flag, (FUTS), (2) an underpass at Milton Road to allow for the future widening of the road from four lanes to six lanes and increased vertical clearances, (3) a pedestrian underpass at Florence-Walnut (Flo-Nut), (4) the installation of pedestrian gates at the Beaver Street and San Francisco Street at-grade highway-rail crossings at the reconstructed track elevation, ((5) Relocation of existing BNSF mainlines to the north of the existing alignment and the addition of the third track.

2. Statement of Work.

I. BACKGROUND

This Agreement between the Federal Railroad Administration (FRA) and the City of Flagstaff (City or Grantee) provides $32,460,000, which, when combined with $23,840,000 in matching funds, will fund the Downtown Mile Safety and Connectivity Improvements Project (Project).

The Project will deliver a long-planned suite of walkability and pedestrian safety improvements, freight and passenger rail infrastructure enhancements, and associated construction impact mitigations implemented along an approximately one-mile segment of the BNSF Railway Southern Transcontinental Route – a vital national freight corridor – in downtown Flagstaff, Arizona.

Components of the Project include (1) a pedestrian underpass at Rio de Flag, (2) an underpass at Milton Road to allow for the future widening of the road from four lanes to six lanes and increased vertical clearances, (3) a pedestrian underpass at Florence-Walnut, (4) the installation of pedestrian gates at the Beaver Street and San Francisco Street at-grade highway-rail crossings at the reconstructed track elevation**,** (5) Relocation of existing BNSF mainlines to the north of the existing alignment and the addition of the third track. The Project will be delivered in coordination with the adjacent Rio de Flag Flood Control Project and the Mountain Line Downtown Connection Center, a future planned community transit hub.

The Project leverages momentum from existing investments (over $158 million) to further advance true multimodal integration in a corridor that is vital to the region's transportation network, the community's goal to achieve carbon neutrality by 2030, and the neighborhood's need for enhanced, safer connectivity for active transportation users.

The Grantee has several partner agencies critical to the design and delivery of this project, including BNSF (funding partner), Arizona Department of Transportation (ADOT), US Army Corps of Engineers, MetroPlan (regional Metropolitan Planning Organization), Amtrak, and Mountain Line Transit.

[**if applicable**:] All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements have been completed.

II. OBJECTIVE

The suite of improvements identified in this Project are intended to deliver transformative pedestrian safety improvements within historic Downtown Flagstaff, a high pedestrian traffic area that currently lacks connectivity and options for convenient grade-separated pedestrian crossings of the railway. The project area frequently experiences rail trespassing, injuries, and fatalities. Pedestrian safety related to the rail corridor will be addressed through the creation of two new pedestrian underpasses, the Rio de Flag Pedestrian Underpass and the Florence-Walnut Pedestrian Underpass, a modification to the Milton Road Underpass, and pedestrian-oriented safety improvements at the existing at-grade crossings at Beaver Street and San Francisco Street at the reconstructed track elevation. These locations are all located within a heavily populated one-mile stretch of the BNSF corridor, known as the Downtown Mile.

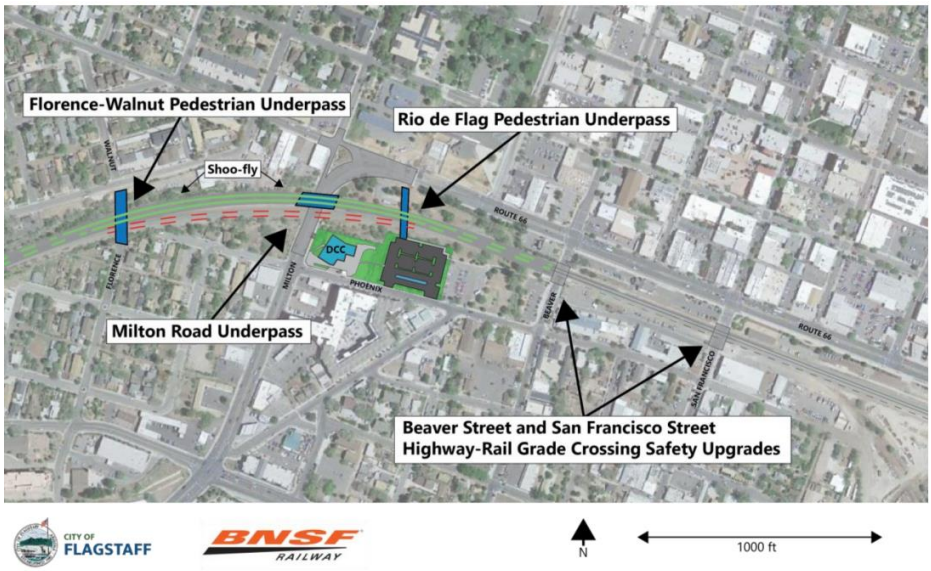
Delivering this suite of pedestrian safety improvements requires additional modifications to rail infrastructure to mitigate anticipated operational impacts. This will be achieved by the construction of a permanent shoo-fly track realignment that will ultimately allow BNSF to construct a third main track through Flagstaff. The installation of the third main track in the vicinity of Flagstaff facilitates long-term BNSF capacity expansion plans that are already underway along the Southern Transcon and will enhance operational flexibility and resiliency for freight and passenger trains in the corridor.

This Project will be an improvement towards addressing Downtown Flagstaff's critical need of a dynamic long-term solution that captures safety, environmental sustainability, quality of life, economic competitiveness, emerging technologies, mobility innovations, and system resiliency, and establishes sustainable funding to guide future growth and development.

III. PROJECT LOCATION

The Project is located in the city of Flagstaff, Arizona—a community of 73,300 residents lying at the base of the San Francisco Peaks. Flagstaff plays a critical role in the regional transportation network, being located directly at the junction of two Primary Highway Freight Systems on the National Highway Freight Network and being a significant pillar of the State of Arizona's economy that connects multiple transportation modes and users. The Project area is at the junction of the State Business Route 40, historic Route 66, the BNSF Railway, and surrounded by the pedestrian-centric historic downtown central business district.

Project locations include (1) a pedestrian underpass at Rio de Flag, (2) an underpass at Milton Road to allow for the future widening of the road from four lanes to six lanes and increased vertical clearances, (3) a pedestrian underpass at Florence-Walnut, (4 the installation of pedestrian gates at the Beaver Street and San Francisco Street at-grade highway-rail crossings at the reconstructed track elevation (5) Relocation of existing BNSF mainlines to the north of the existing alignment and the addition of the third track.



IV. DESCRIPTION OF WORK

The Grantee will complete, or cause to be completed, the following Tasks:

Task 1: Detailed Project Work Plan, Budget, and Schedule

The Recipient shall prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Recipient and agency review durations), and a detailed Project Budget. Similarly, the Detailed Work Plan should include agreements governing the construction, operation, and maintenance of the Project. The FRA will review and approve the Detailed Project Work Plan, Budget, and Schedule.

Unless expressly permitted by pre-award authority in section 5 of schedule D of this agreement, The Recipient shall not begin work on subsequent tasks until (1) the Recipient has completed and

submitted to FRA the Detailed Project Work Plan, Budget (including estimated costs for Alternate Task, if provided) and (2) the FRA provides the Recipient with written approval to proceed with subsequent tasks. The FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule
- Project Agreements (if applicable)

Task 2: Construction

Task 2.1: Construction Completion
The Recipient will provide for FRA review the Final Design (FD) documentation prepared for the Project. The Final Design Set will be composed of:

- 100% Drawings and Specifications
- Detailed Conceptual Construction Schedule
- Engineer's Cost Estimate
- Stakeholder Signatures

Final Design Sets will be submitted for:

- Rio de Flag Pedestrian Underpass
- Florence-Walnut Pedestrian Underpass
- Milton Road Underpass
- BNSF Track Realignment
- Rio de Flag modified drainage structure
- At-Grade Crossing Improvements at Beaver Street and San Francisco Street. Beaver Street crossing elevation increase.

The Recipient will construct all track, rail, and structure specific improvements in accordance with mitigation measures outlined in Section VI, permits, and FD documentation. The Grantee will not proceed with construction until FRA has reviewed and accepted the FD documentation.

Task 2.2: USDOT Crossing Inventory Update
Within 30 days upon completion of the grade crossing location, the Grantee shall submit a completed USDOT Crossing Inventory Form (Form FRA F 6180.71 (Rev. 3/15, or current)). The completion of the 2-page form will be the responsibility of BNSF and the Arizona DOT collectively to reflect the characteristics of the roadway and signal equipment at the crossing (e.g. GPS coordinates, train and traffic counts, signage). For additional information, see FRA's Guide for Preparing USDOT Crossing Inventory Forms (Rev. July 2016) on the FRA website (https://www.fra.dot.gov/eLib/Details/L16201).

Task 2 Deliverables:

- As-builts
- USDOT Crossing Inventory Update

Task 3: Final Performance Report

The Recipient shall submit this report as required by section 7.2 of the General Terms and Conditions, and the report should describe the cumulative activities of the project, including a complete description of the Recipient's achievements with respect to the project objectives and milestones.

Task 3 Deliverables

- Final Performance Report

V. PROJECT COORDINATION

The Recipient shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- BNSF Railway – Coordination to include review and approvals of design, permitting, collaboration on phasing and construction of improvements.
- ADOT – Coordination to include review and approvals of design, permitting, collaboration on phasing and construction of improvements.
- MetroPlan – Integration with Regional Plan, public involvement.
- Mountain Line – Coordination on design/construction tie ins to multimodal facility access, service schedules during construction, and bus/passenger accommodations.
- FRA

VI. PROJECT MANAGEMENT

The Recipient shall facilitate the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Recipient shall monitor and evaluate the Project's progress through regular meetings scheduled throughout the period of performance. The Recipient shall:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary
- Review design submittal documents and approve work as completed (Preliminary and Final Design). The City of Flagstaff will be providing design reviews and QA/QC checks.
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work

- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
    a. Status of project by task breakdown and percent complete
    b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
    c. Description of unanticipated problems and any resolution since the immediately preceding progress report
    d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

3. Documents Describing Mitigation Activities.

[Choose the appropriate one of these alternatives.]
[**Alternative #1:** Insert applicable environmental compliance language here, unless it is covered completely in a funded task above.]

[**Alternative #2:** If there are mitigation requirements in the NEPA document or the SHPO MOA/other correspondence:]

Document Description	**Date**
[insert environmental documentation type]	[insert date of decision]
[insert applicable MOA/other correspondence with SHPO]	[insert date of MOA/correspondence]

[**Alternative #3:**]

None.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: See section 4.4 of the General Terms and Conditions

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	**Schedule Date**
Detailed Project Work Plan, Budget, and Schedule Completion Date:	90 days after obligation
Project Agreements Completion Date:	January 31, 2025
As-builts Completion Date:	November 1, 2027
USDOT Crossing Inventory Update Completion Date:	August 1, 2027
Final Performance Report Completion Date:	120 days after the period of performance

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

INFRA Grant Amount: $32,460,000

Amount Subject to 23 U.S.C. 117(d)(2): $32,460,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Project Budget by Task

Task #	Task Name	INFRA Funds	Non-Federal Funds	Total Cost
1	Detailed Project Work Plan, Budget, and Schedule	$135,000	$385,000	$500,000
2	Construction	$32,322,000	$23,473,000	$55,795,000
3	Final Performance Report	$3,000	$2,000	$5,000
	Total	**$32,460,000**	**$23,840,000**	**$56,300,000**

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
INFRA Funds	$32,460,000	57.6%
Non-Federal Funds	$23,840,000	42%
Total Eligible Project Costs	**$56,300,000**	**100%**

In ¶ 11 of the agreement cover sheet, the amount listed in the "Federal" column is the "INFRA Funds" amount in this schedule D; the amount listed in the "Non-Federal" column is the sum of the "Other Federal Funds," and "Non-Federal Funds" in this this schedule D.

4. Cost Classification Table.

Omitted. The Recipient shall provide a project budget by FRA standard cost category with the detailed project budget that is part of Task #1, as described in section 2 of schedule B.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any requests for the use of non-Federal funds under 23 U.S.C. 117(k) or any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the Project costs and documented in this section 5. See section 13.3(b) of the General Terms and Conditions.

SCHEDULE E
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope: Amtrak Station platform improvements – Platform reconstruction, drainage mitigation. (omitted from Federally funded Project)

Schedule: FY 2026 – FY 2028

Budget: $3,800,000

The table below provides a summary comparison of the Project budget.

	Application		**Schedule -D**	
Fund Source	$	%	$	%
Previously Incurred Costs				
Federal Funds	$0	0%	$0	0%
Non-Federal Funds		6%	$0	0%
Total Previously Incurred Costs		6%	$0	0%
Future Eligible Project Costs				
INFRA Funds	$0	10%	$0	0%
Other Federal Funds	0	0%	$0	0%
Non-Federal Funds	$3,800,000	3%	$0	0%
Total Future Eligible Project Costs			$0	0%
Total Project Costs	$3,800,000	13%	$0	0%

Other:

SCHEDULE F
INFRA PROGRAM DESIGNATIONS

1. **Urban or Rural Designation.**

   Urban-Rural Designation: Rural

2. **Historically Disadvantaged Community or Area of Persistent Poverty Designation.**

   HDC or APP Designation: No

3. **Funding Source.**

   Funding Source: [Trust Fund] [General Fund]

4. **Large or Small Designation.**

   Large-Small Designation: [Large] [Small]

5. **State Incentives Pilot.**

   State Incentives Pilot Designation: No

6. **Security Risk Designation.**

   Security Risk Designation: [Low]

Commented [KC1]: FRA will provide which selection to indicate.

SCHEDULE G
RESERVED

This schedule G is intentionally blank.

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
X	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*

X	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
X	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Flagstaff Carbon Neutrality Plan establishes a vision for how Flagstaff will create a carbon-neutral future. Achieving this goal will require reducing our greenhouse gas emissions through drastic shifts in how we heat and power our buildings, travel from place to place, and manage our waste.

The Project directly supports this local Climate Action Plan that results in lower greenhouse gas emissions by encouraging multimodal use by providing safe and user friendly ped/bikeways under the BNSF Railway corridor in areas of high pedestrian traffic.

By providing a third main rail line on the BNSF Southern Transcontinental Route, this Project supports a modal shift in freight and passenger movement to reduce emissions by providing capacity and efficiency to freight rail and increased safety and efficiency between freight and passenger rail in the system.

The Project improves disaster preparedness and resiliency by providing a standard height underpass on a main State corridor through Flagstaff, ADOT B40/Route 66 which will reduce restricted traffic in times of emergencies and evacuations. It helps facilitate the construction of a U.S. Army Corps Project that will channelize the 100-year floodplain which currently impacts a large portion of the central business district and historic neighborhoods.

The Project improves existing substandard infrastructure that is currently causing flooding on the State route during heavy storm events.

SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

x	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
x	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
x	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
x	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Flagstaff is pursuing this project in coordination with the La Plaza Vieja Specific Plan and the Southside Community Specific Plan. Between 2014 and 2020, these plans were created through collaborative partnerships with Title VI neighborhoods and their representative community associations. Both plans were prepared in preparation for transformative infrastructure projects and in response to increased market pressures that were displacing Hispanic, African American and senior populations in these neighborhoods. The plans were transformative in the City's relationship with these communities and have initiated a process of reconciliation and repair of past harms that are embodied in this project.

La Plaza Vieja, historically has extended from Route 66 to the South until the alleyway running east to west between Grand Canyon Ave and Upper Coconino Avenue. This informal historical redline is bisected by the BNSF railroad, which prior to modern safety controls and trespassing regulations was a porous pedestrian environment. Currently, trespass issues on the railway are frequent as low income, Hispanic and sometimes elderly residents continue to move through the neighborhood as they have historically. The Florence Walnut connections provides specific benefits to this neighborhood by reuniting the north and south sections with a safe passage that will incorporate public art representative of the historical context of this neighborhood. This connection is the highest priority implementation strategy for Goal 11: Bicycle and Pedestrian Crossings in the neighborhood plan. The previous number 1 priority has already been implemented by the Arizona Department of Transportation.

In the Southside Community Plan, the Transportation and Public Improvements Concept Plans are derived from the input of longtime residents about the safety of the railroad crossing at San Francisco and Beaver Street and the accessibility of Downtown. In addition, the beatification, public art and park improvements recommended for the land left by the Lone Tree Overpass are also being incorporated into the project. The safety improvements and connectivity provided by this project will be key to achieving the overall vision for bicycle and pedestrian connectivity throughout the neighborhood. This vision is based on the Rio de Flag Flood control project, the Downtown mile improvements and the Lone tree Overpass delivering on the shared vision of the City and the neighborhood. The planning effort to establish this vision was so robust and inclusive that it received the IAP2 International Project of the Year Award in 2020 and the Arizona Chapter of the American Planning Associations Public Participation Award.

City staff have ongoing and frequent contact with neighborhood representatives for the Southside and La Plaza Vieja and keep them informed on the process and ask for their input on potential changes as the project proceed. These relationships are important to maintain both in order to ensure the fair and equitable treatment of residents and to correct past harms that resulted from their lack of inclusion in previous projects.

Related Links

Southside Community Specific Plan: https://www.flagstaff.az.gov/4428/Southside-Community-Specific-Plan-Archiv

La Plaza Vieja Specific Plan: https://www.flagstaff.az.gov/DocumentCenter/View/48015/LPVNP_PublicHearingfinal_100115_finalweb?bidId=

SCHEDULE J
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*

	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

[Insert supporting text, as described in the table above.]

Schedule J – Labor and Work items listed above will be included in the Project Partner solicitation to comply with the Efforts to Support Good-Paying Jobs and Strong Labor Standards

Commented [BJ(2]: FRA will provide feedback in a future draft if this language should be included.

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 INFRASTRUCTURE FOR REBUILDING AMERICA (INFRA) PROGRAM: FRA PROJECTS

Revision date: October 1, 2024

Index of Definitions

Administering Operating Administration....7
Environmental Review Entity....27
Federal Share....11
FRA....7
General Terms and Conditions....30
IIJA....6
INFRA Grant....30
NOFO....6
OFCCP....22
OMB....12
Program Statute....30
Project....30
Project Closeout....15
Project Cost Savings....11
Recipient....Project-Specific Recitals
Technical Application....30
USDOT....6

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) (the "**IIJA**") made funds available to the United States Department of Transportation (the "**USDOT**") for fiscal year 2022 to carry out 23 U.S.C. 117 by providing Federal financial assistance for projects of national or regional significance. The USDOT program administering those funds is the INFRA program.

On March 22, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title "INFRA Grants" and funding opportunity number NSMFHP-22-INFRA-22. The notice of funding opportunity posted at Grants.gov, as amended on May 18, 2022, (the "**NOFO**") solicited applications for Federal financial assistance under the fiscal year 2022 INFRA program. Because the NOFO also made funding available for two other programs, DOT also collected INFRA applications under funding opportunity numbers NIPA-22-MEGA-22 and RSTGP-22-RURAL-22. On September 15, 2022, the USDOT announced application selections under the NOFO for the INFRA program.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2022 INFRA program. The term "Recipient" is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through J. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1
PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible project of national or regional significance to help achieve the goals identified at 23 U.S.C. 117(a)(2). The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

ARTICLE 2
USDOT ROLE

2.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the INFRA program, the approval of this agreement, and any modifications to this agreement under section 15.1.

(b) The Federal Railroad Administration (the "**FRA**") will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FRA.

2.2 USDOT Program Contacts.

FRA Office of Rail Program Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
(202) 493-6381
FRA-Grants@dot.gov

and

OST INFRA Program Manager
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-312
Washington, DC 20590
(202) 366-1092
MPDGrants@dot.gov

ARTICLE 3
RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

(2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the INFRA Grant Amount listed in section 1 of schedule D is committed to fund the Project;

(5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 20.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30

calendar days of any change in key personnel who are identified in section 4 of schedule A.

ARTICLE 4
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount. The USDOT hereby awards an INFRA Grant to the Recipient in the amount listed in section 1 of schedule D as the INFRA Grant Amount.

4.2 Federal Funding Source.

(a) If section 3 of schedule F identifies the Funding Source as "Trust Fund," then the INFRA Grant is from INFRA program funding that was made available at IIJA div. A § 11101(a)(5)(A).

(b) If section 3 of schedule F identifies the Funding Source as "General Fund," then the INFRA Grant is from INFRA program funding that was appropriated in IIJA div. J for fiscal year 2022.

(c) If section 3 of schedule F contains a table that lists separate amounts for "Trust Fund" and "General Fund," then the amount listed for "Trust Fund" is from INFRA program funding that was made available at IIJA div. A § 11101(a)(5)(A) and the amount listed for "General Fund" is from INFRA program funding that was appropriated in IIJA div. J for fiscal year 2022.

4.3 Federal Obligations. This agreement obligates for the budget period the amount listed in section 1 of schedule D as the INFRA Grant Amount.

4.4 Budget Period. The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed as the "Federal Funding Period" in ¶ 5 on the agreement cover sheet. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

4.5 Period of Performance. The period of performance for this award is listed as the "Project Performance Period" in ¶ 4 on the agreement cover sheet. In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions

the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

(1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;

(2) a schedule change would require the budget period to continue after the end of the budget period defined in section 4.4; or

(3) a schedule change would require the period of performance to continue after the end of the period of performance defined in section 4.5.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in the "Project Budget by Source" table in section 3 of schedule D:

(1) the "Non-Federal Funds" project contribution amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to

include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in the "Project Budget by Source" table in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in the "Project Budget by Source" table in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in the "Project Budget by Source" table in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "INFRA Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the INFRA program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 15.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

6.2 Alternative Reporting Methods. The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement,

including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

6.3 Paperwork Reduction Act Notice. Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in article 7, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7
PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications.

(a) On or before the 30th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

(1) a complete FRA Form 34[1];

(2) a certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements); and

(3) the certification required under 2 C.F.R. 200.415(a).

If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

(b) On or before the 30th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT through GrantSolutions a Federal Financial Report (SF-425) covering the previous calendar year quarter.

7.2 Final Progress Reports and Financial Information. No later than 120 days after the end of the period of performance, the Recipient shall submit

(1) a final Quarterly Project Progress Report and Recertification in the format and with the content described in section 7.1(a) for each Quarterly Project Progress Report and Recertification;

[1] FRA Form 34 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

(2) a final SF-425 through GrantSolutions;

(3) a Final Performance Report FRA Form 33 as provided by FRA[2]; and

(4) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 8
[RESERVED]

ARTICLE 9
NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 9.1(b); or

(2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.

[2] FRA Form 33 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 9.1, the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 9.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

9.3 Other Oversight Entities. Nothing in this article 9 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10
AGREEMENT TERMINATION

10.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-INFRA Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive an INFRA Grant; or

(6) the USDOT determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 10.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 9.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 10.1.

10.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

(a) The end of the budget period described under section 4.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the period of performance described under section 4.5 does not terminate this agreement or the Recipient's obligations under this agreement.

(c) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient's obligations under this agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit the USDOT's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

11.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 INFRA program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including "FY 2022" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2022" in column c ("Additional Award Identification").

11.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

11.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

11.5 Oversight Responsibilities. This award is subject to the oversight requirements of title 23, United States Code.

ARTICLE 12
CONTRACTING AND SUBAWARDS

12.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of $2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

12.2 Buy America.

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.3 Small and Disadvantaged Business Requirements.

(a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").

(b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms").

12.4 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

12.7 Subaward and Contract Authorization. [Reserved]

ARTICLE 13
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the budget period.

(b) Except as permitted under section 13.3(d)–(e), the Recipient shall not charge to this award costs that were incurred before the date of this agreement.

(c) This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

(d) If section 5 of schedule D identifies a pre-award approval under 2 C.F.R. 200.458, then the Recipient may charge to this award, for payment from the INFRA Grant or other Federal amounts, costs that were incurred before the date of this agreement, were consistent with that approval, and would have been allowable if incurred during the budget period.

(e) If the USDOT approves a request from the Recipient under 23 U.S.C. 117(k)(2) and section 5 of schedule D describes that approval, then the Recipient may charge to this award, for payment from non-Federal amounts, costs that were incurred before the date of this agreement, were consistent with that approval, and would have been allowable if incurred during the budget period.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the INFRA program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.7 Payment Method.

(a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System (https://www.dot.gov/cfo/delphi-einvoicing-system.html) to request reimbursement under this award. If the Recipient requires access to that system, the Recipient shall contact the USDOT contact listed in section 5 of schedule A.

(b) The USDOT may deny a payment request that is not submitted using the method identified in this section 13.7.

13.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 6 of schedule A is "Delphi eInvoicing System," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement) and shall submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred by task and by Federal and Non-Federal funds. The Recipient shall classify all costs by task described in section 2 of schedule B and by Federal and non-Federal shares.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.9 Reimbursement Request Timing Frequency. If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," the Recipient shall request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient shall not submit any single payment request exceeding $99,999,999.99. The Recipient shall not submit a payment request exceeding $50,000,000.00 unless the Recipient notifies the USDOT 5 days before submitting the request.

ARTICLE 14
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 14.2.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

14.2 Funds Cancellation.

(a) INFRA program funding that was made available at IIJA div. A § 11101(a)(5)(A) remains available until expended.

(b) INFRA program funding that was appropriated in IIJA div. J for fiscal year 2022, is canceled by statute after September 30, 2030, and then unavailable for any purpose, including adjustments.

(c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 15
AGREEMENT MODIFICATIONS

15.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

15.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.

(b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

15.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 15.3, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

15.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

ARTICLE 16
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

16.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 17
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

17.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 18
LABOR AND WORK

18.1 Labor and Work. Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

18.2 OFCCP Mega Construction Project Program. If the total eligible project costs that are listed in section 3 of schedule D are greater than $35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (the "**OFCCP**") selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 19
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience.

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 6 of schedule F is "Elevated," then, not later that than two years after the date of this agreement, the Recipient shall submit to the USDOT a report that:

(1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

20.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

20.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 25, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 21
ASSIGNMENT

21.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 22
WAIVER

22.1 Waivers.

(a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.

(b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.

(c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23
ADDITIONAL TERMS AND CONDITIONS

23.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an award in an urban area or rural area, as defined in section C.6 of the NOFO. The Recipient shall incur costs a majority of costs under this award consistent with that designation.

23.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation. If section 2 of schedule F lists "Yes" for the "HDC or APP Designation," then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in section C.7 of the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

23.3 Effect of Large or Small Designation.

(a) If section 4 of schedule F lists "Large" for the "Large-Small Designation," then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project has eligible project costs that are reasonably anticipated to equal or exceed the threshold described at 23 U.S.C. 117(d)(1)(B).

(b) If section 4 of schedule F lists "Small" for the "Large-Small Designation," then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project has eligible project costs that are reasonably anticipated to be less than the threshold described at 23 U.S.C. 117(d)(1)(B).

(c) The Recipient states that the reasonably anticipated eligible costs of the Project on the date of this agreement, including costs incurred before that date, are consistent with the USDOT determination described in section 23.3(a)–(b).

23.4 Effect of State Incentives Pilot Designation. If section 5 of schedule F lists "Yes" for the "State Incentives Pilot Designation," then:

(1) the Recipient acknowledges that the USDOT selected the Project under the authority at 23 U.S.C. 117(q) and that authority limits the Recipient's use of Federal funds in the Project;

(2) the Recipient shall not request a shall request a modification of this agreement that would cause the Federal Share to exceed 50 percent of the total eligible project costs listed in section 3 of schedule D; and

(3) the Recipient shall ensure the Federal Share at Project Closeout does not exceed 50 percent of the actual eligible project costs.

23.5 Use of Limited Non-Highway Funds.

(a) The Recipient acknowledges that the USDOT selected the Project for award with the expectation that no more than the "Amount Subject to 23 U.S.C. 117(d)(2)" that is listed in section 1 of schedule D would be subject to the limitation at 23 U.S.C. 117(d)(2).

(b) The Recipient shall not request reimbursements that are subject to the limitation at 23 U.S.C. 117(d)(2) and, in aggregate, exceed the "Amount Subject to 23 U.S.C. 117(d)(2)" that is listed in section 1 of schedule D.

23.6 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

23.7 Relocation and Real Property Acquisition.

(a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49
C.F.R. 24.

23.8 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2

C.F.R. 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 23.8 for all tiers of subawards under this award.

23.9 Environmental Review.

(a) In this section, "**Environmental Review Entity**" means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities as may be authorized by law, including under 23 U.S.C. 327, and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FRA.

(b) Except as authorized under section 23.9(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is purchasing railroad components or materials that can be used for other projects or resold, then the Recipient shall comply with 23 C.F.R. 771.113(d)(4).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 23.9(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:

(1) the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 10.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Section 3 of schedule B identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.10 Project Maintenance Requirement. The Recipient shall ensure that the Project Property is maintained in good operating order and in accordance with 2 C.F.R. 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that the USDOT, including FRA, may issue.

ARTICLE 24
MANDATORY AWARD INFORMATION

24.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 26.2;

(2) the "Assistance Listings Number" is 20.934 and the "Assistance Listings Title" is "Nationally Significant Freight and Highway Projects"; and

(3) this award is not for research and development.

24.2 Federal Award Identification Number. The Federal Award Identification Number is listed in ¶ 2 on the agreement cover sheet as the "Agreement Number."

24.3 Recipient's Unique Entity Identifier. The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is listed in ¶ 1B on the agreement cover sheet.

ARTICLE 25
CONSTRUCTION AND DEFINITIONS

25.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	INFRA Program Designations
Schedule G	Reserved
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Racial Equity and Barriers to Opportunity
Schedule J	Labor and Work

25.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to FRA Grant Agreements Under the Fiscal Year 2022 INFRA Grant Program," dated August 24, 2023, and available at https://www.transportation.gov/grants/infra-grant-implementation, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms

25.3 Construction.

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a schedule listed in section 25.1 will expressly identify the relevant schedule; and

(3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 25.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

25.4 Integration. This agreement constitutes the entire agreement of the parties relating to the INFRA program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the INFRA program and awards under that program for the Project.

25.5 Definitions. In this agreement, the following definitions apply:

"**General Terms and Conditions**" means this document, including articles 1–26.

"**Program Statute**" means the collective statutory text:

(1) at 23 U.S.C. 117; and

(2) at paragraph 3 under the heading "Department of Transportation—Federal Highway Administration—Highway Infrastructure Program" in IIJA div. J, tit. VIII, and all other provisions of that act that apply to amounts appropriated under that paragraph.

"**Project**" means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–J.

"**INFRA Grant**" means an award of funds that were made available under the NOFO for the INFRA program.

"**Technical Application**" means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 26
AGREEMENT EXECUTION AND EFFECTIVE DATE

26.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

26.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes an INFRA Grant when the USDOT's authorized representative signs it.

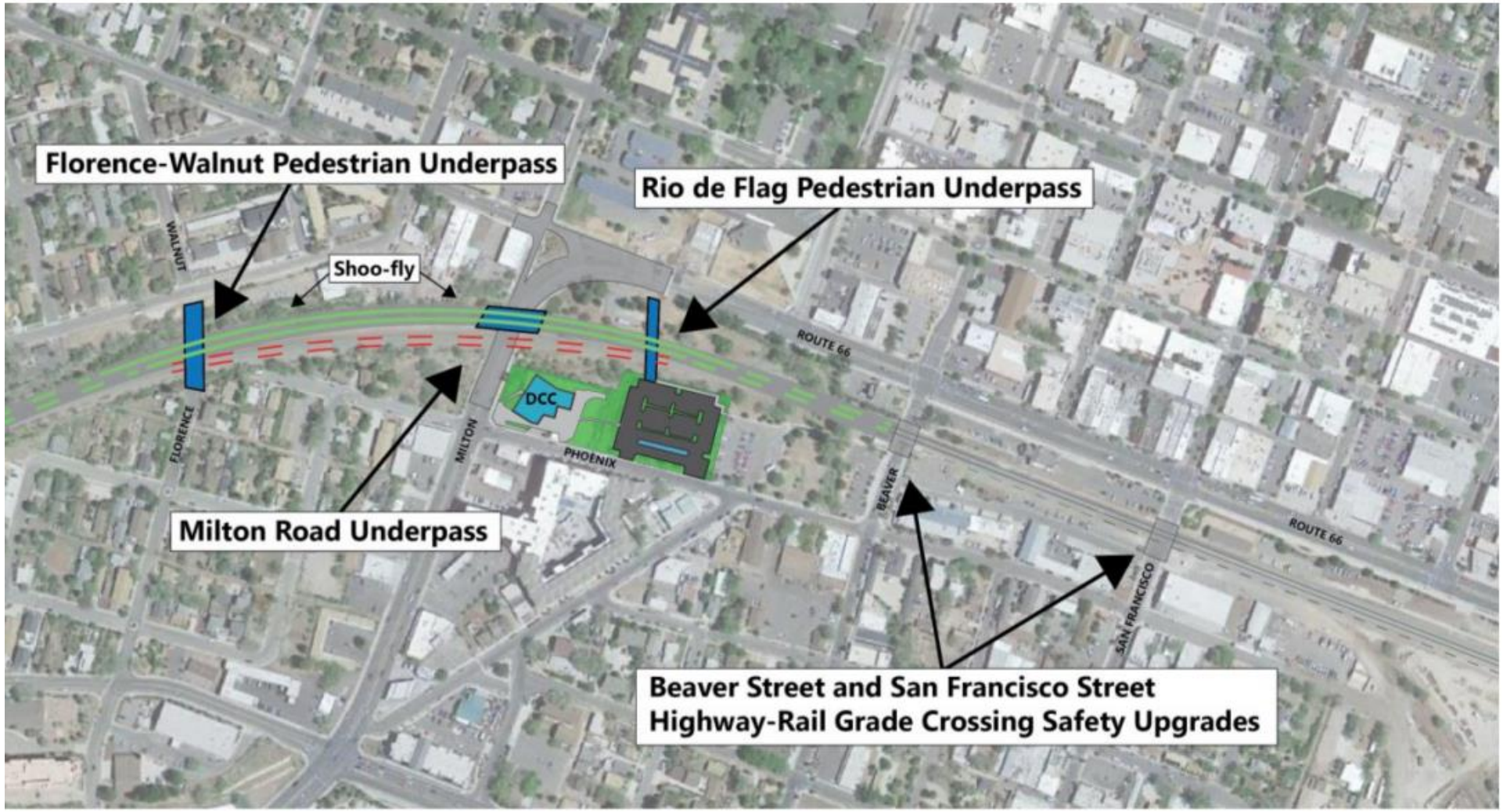
Downtown Mile Safety and Connectivity Improvement Project

Federal Rail Administration INFRA Grant Agreement

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Project Components



Project Funding

Project construction is funded by the following agencies:

- **U.S. Department of Transportation** - $32,460,000
- **City of Flagstaff** - $12,300,000
- **BNSF Railway** - $11,000,000
- **Arizona Department of Transportation** - $3,000,000

Project Schedule

- **Design Completion – December 2025**
- **Construction Start – Spring 2026**
- **Construction Completion – 2028**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Collin Seay, Deputy Police Chief

Co-Submitter: Sean Connolly

Date: 04/08/2025

Meeting Date: 04/15/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-15: A resolution of the Flagstaff City Council, approving a renewal of the Intergovernmental Agreement between the Flagstaff Police Department and Arizona Department of Public Safety for the GIITEM State Gang Task Force.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-15 by title only
2. City Clerk reads Resolution No. 2025-15 by title only (if approved above)
3. Adopt Resolution No. 2025-15

Executive Summary:

Approval of the Intergovernmental Agreement ("IGA") between the State of Arizona, Department of Public Safety ("DPS"), and the City regarding the State Gang Task Force will permit the Flagstaff Police Department to participate in the Task Force. The duration of the IGA shall be the fiscal year, July 1st through June 30th, beginning July 1, 2025, and shall renew annually on July 1st for a period of time not to exceed five (5) years.

Under the terms of the proposed IGA, the Flagstaff Police Department would assign two (2) AZ P.O.S.T. certified law enforcement officers to the DPS State Gang Task Force, on a full-time basis. The officers assigned to the State Gang Task Force are permitted to work outside of their regular jurisdictional boundaries to focus their efforts on gang-related and violent offender enforcement and community education. DPS will, in turn, agree to reimburse the Flagstaff Police Department seventy-five percent (75%) of the payroll expense of the officer, related to their assignment, and up to eight (8) hours of overtime each month.

The Flagstaff Police Department's staffing budget allows for 119 sworn police officers with two of those positions reserved for placement into the State Gang Task Force. Due to staffing levels in previous years, these positions have remained vacant to cover the core patrol services to the city. The Flagstaff Police Department has increased its staffing levels in 2024 and 2025 and is ready to fill the two vacant Task Force positions starting in the Spring and Summer of 2025.

Financial Impact:

Project Name: IGA Between the State of Arizona, Arizona DPS, and the Flagstaff Police Department
Total Budget: $230,434 for two officer positions
Account Number Budgeted: GL 001-04-061-6090-2
Grant Funded: $172,826
Funding Source: State of Arizona reimbursement of 75% of two officer salaries and related benefits and 100% for overtime on a monthly basis

Policy Impact:
This will not have any impact on policy.

Previous Council Decision or Community Discussion:
Council has approved prior IGA's with the State of Arizona, Department of Public Safety, for Flagstaff Police Department Officers to participate in the State Gang Task Force.

Options and Alternatives to Recommended Action:
The Council can elect not to have the Police Department participate in the State Gang Task Force and rely exclusively on Police Department and other community-based efforts. There has been a resurgence of juvenile gang violence in our neighborhoods which has contributed to the spike in violent crime and graffiti to our infrastructure.

Background and History:
The Flagstaff Police Department would like to participate in the State Gang Task Force whose mission is to identify, interdict, and prevent gang-related activity in the City of Flagstaff and Coconino County. In addition to proactive uniformed investigations, the unit participates in anti-gang education, as well as community-oriented policing projects and attendance at neighborhood association meetings. The Police Department has had as many as two officers assigned to the task force in previous years.

Connection to PBB Priorities and Objectives:
Safe & Healthy Communication: Provide public safety services with resources, staff, and training responsive to the community's needs.

Inclusive & Engaged Community: Enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust.

Connection to Regional Plan:
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Connection to Carbon Neutrality Plan:
There is no impact to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:
There is no connection to the 10-Year Housing Plan.

Connection to Division Specific Plan:
The Flagstaff Police Department strives to reduce crime and victimization. Our community has seen a resurgence of juvenile gang violence in our neighborhoods, and this specialized gang unit will be able to identify gang members, work with youth for alternatives to gang violence, and provide community education on gang trends. Our hope and desire is to curb gang activity in the community.

Attachments: Res. 2025-15
IGA Draft

RESOLUTION NO. 2025-15

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF FLAGSTAFF FOR THE GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE

RECITALS:

WHEREAS, the purpose of the Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the Department of Public Safety ("DPS") and the City of Flagstaff, acting on behalf of its Flagstaff Police Department; and

WHEREAS, the Flagstaff Police Department agrees to assign two (2) AZ P.O.S.T. certified sworn law enforcement officer to DPS and its Gang & Immigration Intelligence Team Enforcement Mission "GIITEM", on a full-time basis; and

WHEREAS, DPS agrees to reimburse the Flagstaff Police Department on a monthly basis for seventy-five (75%) percent of payroll expenses of the officer related to the assignment. DPS will also reimburse overtime but must be a minimum of 40 hours GIITEM related work in any given week.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the City of Flagstaff, acting on behalf of its Flagstaff Police Department, hereinafter referred to as "Agency", attached hereto ("IGA"), which shall become effective July 1, 2025 ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of April 2025.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

DPS CONTRACT NO: _____

INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE

This Intergovernmental Agreement ("IGA"'), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the _____ ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning the criminal activities of street gangs through the cooperative efforts of the parties.

DPS is authorized to enter into this IGA pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

I. PARTICIPATION

Agency agrees to assign _____ AZPOST certified sworn law enforcement ("officers") to DPS's Gang & Immigration Intelligence Team Enforcement Mission ("GIITEM") on a full-time basis for the suppression of gang activity and enforcement of gang-related crimes, as directed by DPS. The Agency agrees the assigned officers shall be in compliance with DPS residency requirements.

DRAFT

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide officers with all employment-related benefits, rights, and privileges. The officers must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process.

II. DPS'S RESPONSIBILITIES

Based upon the officers' completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA. Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for GIITEM-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). An officer must perform a minimum of 40 hours of GIITEM-related work for DPS to reimburse for overtime in any given week. The 20 hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS-approved travel expenses will be reimbursed directly to the officers by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to Agency officers. Officers are responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for GIITEM purposes only. Officers must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer(s) commencing work at DPS/GIITEM, Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least 60 days prior to the effective date of the change.

IV. IMMIGRATION

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

V. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-01.

DRAFT

VI. INDEMNIFICATION

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

VII. DRUG FREE WORKPLACE

Any officers assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or failure to pass DPS drug screening requirements.

VIII. RECORDKEEPING

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

IX. FEES

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION
Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION
In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS
Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to GIITEM.

XIII. LIMITATIONS
This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION
The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2025. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding GIITEM gang enforcement participation are superseded as of the effective date of this IGA.

DRAFT

XV. AVAILABILITY OF FUNDS
Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVI. CANCELLATION
This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVII. TERMINATION
Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

XVIII. NOTICE
Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 3700
Phoenix, AZ 85005

IX. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

By_____
Deston Coleman, Deputy Director

Date:_____

APPROVED AS TO FORM

_____
Assistant Attorney General

OTHER AGENCY

By_____
_____

Date:_____

APPROVED AS TO FORM

_____
City/County Attorney

DRAFT

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Matthew Morales, Public Works Sr. Project Manager

Co-Submitter: Sam Beckett

Date: 04/08/2025

Meeting Date: 04/15/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-19: A Resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Arizona Department of Water Resources (ADWR) and the City of Flagstaff for utilization of a global positioning system (GPS) base station at Cinder Lake Landfill.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-19 by title only
2. City Clerk reads Resolution No. 2025-19 by title only (if approved above)
3. Adopt Resolution No. 2025-19

Executive Summary:

The City Council is being asked to consider and approve this IGA for the purpose of allowing the Arizona Department of Water Resources (ADWR) the means to place and maintain a global positioning system (GPS) base station at Cinder Lake Landfill. The unit will be integrated into the Continuously Operated Reference Stations (CORS). The CORS network allows multiple agencies, including the City of Flagstaff, the ability to measure and monitor critical infrastructure throughout Arizona.

Financial Impact:

This project has no financial impact to the City of Flagstaff.

Policy Impact:

Providing well maintained infrastructure is a primary function of government. This IGA demonstrates the ability to work collaboratively with other agencies and deliver a project that will serve the region and city of Flagstaff.

Previous Council Decision or Community Discussion:

There have been no previous Council decisions or community discussions on this item.

Options and Alternatives to Recommended Action:

This decision has no options nor alternative considerations.

Background and History:

The Continuously Operating Reference Station (CORS) network is a multi-purpose, multi-agency cooperative endeavor. Surveyors, GIS users, engineers, scientists, and other people who collect GPS data can use the data to align their work within the National Spatial Reference System (NSRS). The City of Flagstaff Cinder Lake Landfill will use the CORS network to build Cinder Lake Landfill in accordance with the approved design.

Connection to PBB Priorities and Objectives:
Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
This IGA has no direct connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:
This IGA has no direct connection to the 10-Year Housing Plan.

Attachments: Res. 2025-19
ADWR-IGA

RESOLUTION NO. 2025-19

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) AND THE CITY OF FLAGSTAFF FOR UTILIZATION OF A GLOBAL POSITIONING SYSTEM (GPS) BASE STATION AT CINDER LAKE LANDFILL

RECITALS:

WHEREAS, the ADWR and City of Flagstaff desire to enter into an intergovernmental agreement for utilization of city land for placement of a GPS Base Station;

WHEREAS, this partnership assists multiple agencies throughout northern Arizona, including the City of Flagstaff, to accurately map and monitor critical infrastructure.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between ADWR and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of April, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
ADWR-IGA

Intergovernmental Agreement

By and Between the Arizona Department of Water Resources and the City of Flagstaff

1. Purpose

The purpose of the Intergovernmental Agreement ("IGA" or "Agreement") is to facilitate maintenance of Continuously Operating Reference Station sites between the Arizona Department of Water Resources and the City of Flagstaff.

2. Parties and Definitions

a. The parties to this Agreement are the Arizona Department of Water Resources ("ADWR") and the City of Flagstaff ("Flagstaff"), collectively referred to as "Parties".

b. "AZCORS" shall mean Continuously Operating Reference Stations within Flagstaff, Arizona, specifically at the Cinder Lake Landfill.

c. "Cinder Lake Landfill" shall mean the landfill facility located within Coconino County and operated by Flagstaff Public Works.

d. "GNSS" shall mean global navigation satellite system.

3. Scope

a. This IGA shall cover all Flagstaff's agreement to provide ADWR with a building site and storage access for an AZCORS site located at Cinder Lake Landfill.

b. This agreement is fully integrated and governed by the four corners of this IGA.

4. Effective Date

a. This IGA will become effective upon the completed execution hereof.

5. Duration

a. This IGA shall have a duration of five (5) years with no option to extend the term by amendment. A new IGA must be entered into prior to the expiration of the current term.

b. The option to extend the duration of the IGA must be exercised no later than (30) days before the expiration of the original term.

6. Duties

6.1 Flagstaff

a. Flagstaff shall make available an area of land located in the Cinder Lake Landfill facility to house an AZCORS site.

b. Flagstaff or Cinder Lake Landfill shall not remove or replace any equipment without prior, written consent from ADWR.

6.2 ADWR

a. ADWR shall initially install a GNSS receiver, antenna and cellular router.

b. ADWR shall maintain the GNSS receiver, antenna and cellular router within AZCORS sites, at no cost to Flagstaff or Cinder Lake Landfill.

c. ADWR shall coordinate with Flagstaff or Cinder Lake Landfill for access to the AZCORS site at least one (1) business day prior to arrival to the site that is within the Cinder Lake Landfill. ADWR will make best efforts to not disrupt the normal operations of Cinder Lake Landfill.

d. ADWR shall notify Flagstaff of any issues limiting access to the AZCORS site.

7. Non-Discrimination

a. The Parties shall comply with Arizona State Executive Order Nos. 2023-09, 2023-01, 2009-09, and 75-5, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

8. Indemnification

a. If AZCORS site equipment is lost or damaged Flagstaff or Cinder Lake Landfill personnel shall notify ADWR staff as soon as any issues are observed.

b. Flagstaff or Cinder Lake Landfill shall not be responsible for damage caused to the equipment at the AZCORS site by the general public. Flagstaff or Cinder Lake Landfill shall comply with any investigation regarding the intentional theft or damage of such equipment.

c. Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property

damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (ADWR) is self-insured per A.R.S. § 41-621.

9. Waiver

a. Waiver of any of the terms of this IGA shall not be valid unless it is in writing and signed by all Parties. Failure of either Party to enforce the provisions of this IGA or require performance by opponent of any of the provisions shall not be construed as a waiver of such provision or affect the right of each Party to thereafter enforce the provisions of this IGA. Waiver of any breach of this IGA shall not be a waiver of any other subsequent breach of the IGA.

10. Termination

a. Either Party may terminate the IGA with or without cause.

b. If a Party wishes to terminate the IGA before the expiration of the IGA, a thirty (30) day written notice shall be given to the other Party.

c. Upon termination of the IGA, ADWR shall remove equipment from the AZCORS site. Flagstaff shall provide reasonable access and assistance to facilitate the return of the equipment to ADWR.

d. This IGA may be cancelled pursuant to A.R.S. § 38-511, the terms of which are incorporated herein.

11. Severability

a. If any provision of this IGA is determined to be invalid, illegal or unenforceable, the remaining provisions of the IGA remain in full force and effect.

12. Limitations

a. Nothing in this IGA shall be construed as limiting or expanding the statutory responsibilities of the parties.

13. Construction

a. This IGA is the result of negotiations between ADWR and Flagstaff and has been reviewed by each of the Parties hereto and their respective counsel. Accordingly, this IGA shall be deemed to be the product of all of the Parties hereto, and no ambiguity shall be construed in favor of or against any one of the Parties hereto.

14. Choice of Law

a. This contract shall be governed and interpreted by the laws of the State of Arizona.

15. Other Agreements

a. This IGA in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.

b. Flagstaff may voluntarily contribute to the cost of managing and operating the AZCORS program but in no way transfers ownership of ADWR equipment.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties executed this Agreement as follows.

Arizona Department of Water Resources

By:_____
Thomas Buschatzke
Director
Arizona Department of Water Resources

Date:_____

City of Flagstaff

By:_____
Greg Clifton
City Manager
City of Flagstaff

Date:_____

Attest:_____
City Clerk

LEGAL DETERMINATON

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to the City of Flagstaff.

_____ Date: _____
Signature

_____
Printed Name
City Attorney's Office

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to the Arizona Department of Water Resources.

_____ Date: _____
Anthony Proano, Deputy Counsel

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Co-Submitter: Neil Chapman

Date: 04/08/2025

Meeting Date: 04/15/2025

TITLE

Discussion: Potential Resource Protection Pilot Program zoning code text amendment.

STAFF RECOMMENDED ACTION:

Receive direction from Council regarding an amendment to the Flagstaff Zoning Code to address a potential Resource Protection Pilot Program.

Executive Summary:

The purpose of this work session is to consider the development of a pilot program to address Forest Resource preservation requirements for both developed and undeveloped properties within the Resource Protection Overlay (RPO). The pilot program will be a joint effort between the Flagstaff Fire Department and the Community Development Division to integrate new technology as well as the principles of the recently adopted Forest Management Plan. The pilot program is intended to inform future permanent revisions to the Flagstaff Zoning Code intended to support the preservation of resources in our community.

Information:

The City of Flagstaff is surrounded by the largest continuous ponderosa pine forest in the world. It is flanked by sacred peaks and canyons. The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent fires ignited by both seasonal monsoonal weather patterns and cultural burning practices. Unfortunately, more than a century of management based on excluding cultural burning and suppressing lightning-based ignitions has left the forest in an altered condition. These changes threaten Flagstaff's natural resources, economy, built environment, water resources, municipal infrastructure, and quality of life.

Frequent, low-intensity fire is required for a healthy ponderosa pine ecosystem. These fires do not pose a community-wide threat if the built environment properly considers science-based defensible space and home-hardening strategies.

The City of Flagstaff has a robust collaborative process that assures that developable land complies with the 2024 Forest Management Plan and the Resource Protection Standards within the Zoning Code. The current process requires a Developer to submit a Forest Stewardship Plan to the Flagstaff Fire Department's Wildland Fire Management Program. This Stewardship Plan must be fully implemented before any construction begins. The next step related to tree protection for developers involves working with Community Development staff to document compliance with the Resource Protection Standards.

The challenge with the current planning process is that thinning without knowing the final development plat (roads, driveways, and building envelopes) most certainly removes trees that should be retained, and forces the retention of trees that conflict with the desired conditions of the 2024 Forest Management Plan and the best available wildfire risk reduction built environment science.

City staff have dedicated significant time over the last year to better understand each division's needs and

how the current process impacts planning outputs and development costs. The outcome of this effort is a proposal for the City of Flagstaff Forest and Vegetation Management Pilot Project - a 3-year effort based on better aligning the current thinning and resource protection process.
The intent of this pilot is to improve the integration of the 2024 Forest Management Plan Desired Conditions and Resource Protection Standards.

Staff believe this pilot will enhance community well-being by:

1. Protecting the community from undesirable wildfire by improved mitigation of hazards in the built environment
2. Ensuring built environment forest sustainability by improving long-term forest health, carbon storage, and other natural benefits of the forest.
3. Providing improved resource management guidance to the customers we service using modern technology, for example, LiDAR.
4. Developing new business practices based on the best available science and technologies that can reduce build costs while designing more fire-adapted and insurable communities.

The implementation of this pilot will still require full compliance with the intent of the 2024 Forest Management Plan and Resource Protection Standards. Our hypothesis is that we can better align forest stewardship plans and natural resource protection plans if they are developed and implemented in parallel, rather than in sequence.

Attachments: Presentation

Resource Protection Pilot Program

NEIL CHAPMAN

TIFFANY ANTOL



Agenda

- Challenges of Forest Resource Requirements
- Intent of Pilot Program
- Zoning Code Text Amendment
- Process for Program
- Stakeholder Review






Introduction

Frequent, low intensity fire is required for a healthy ponderosa pine ecosystem. These fires do not pose a community wide threat if the built environment properly considers science based defensible space and home hardening strategies.







Challenges

- Forest Stewardship plans are completed prior to development plans.
- Thinning without consideration of final development plans removes trees that should be retained and forces the retention of trees that conflict with desired conditions.
- Current standards for tree retention in the Zoning Code are outdated and conflict with the best available wildfire risk reduction science.
- Resource Protection Standards purpose and goals do not prioritize public health, safety, and welfare.

Intent of Pilot Program

The intent of this pilot program is to improve the integration of the 2024 Forest Management Plan Desired Conditions and Resource Protection Standards.

Protecting the community from undesirable wildfire by improved mitigation of hazards in the built environment

Ensuring built environment forest sustainability by improving long-term forest health, carbon storage, and other natural benefits of the forest.

Providing improved resource management guidance to the customers we service using modern technology, for example LiDAR.

Developing new standards for development based on best available science and technologies that can reduce building costs while designing more fire adapted insurable neighborhoods.

The way to get started is to quit talking and begin doing.

Walt Disney





Zoning Code Text Amendment

Revision to Purpose and Goals of the Resource Protection Standards

Addition of limited term (3 year) pilot program

Available to both greenfield development sites and infill on existing development sites

Specific to Forest Resources

Focused on the preservation of highest quality tree resources

Requires contractual agreement between applicant and City

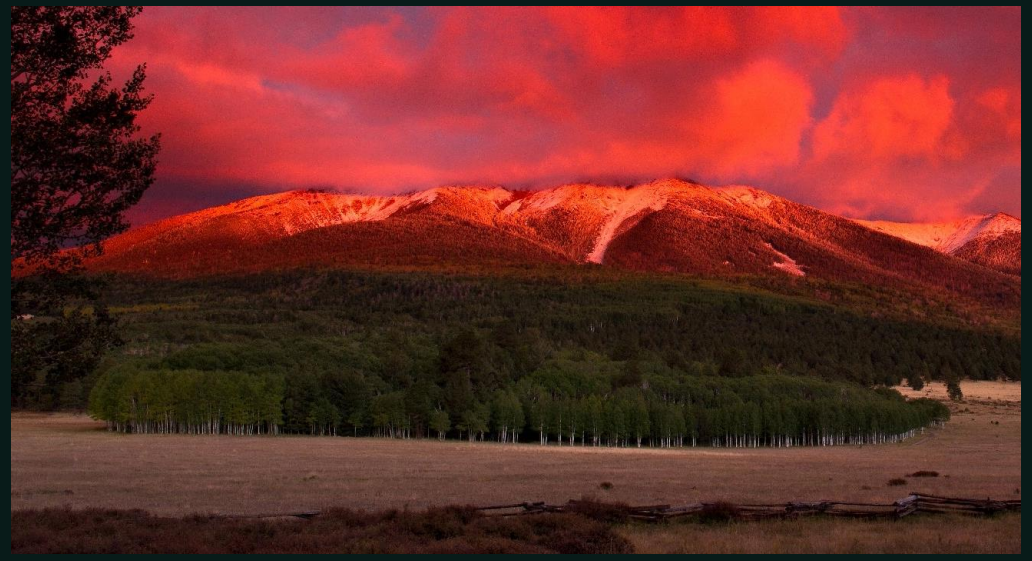
Process

- Permit & Agreement submitted
- Applicant provides imagery for the site subject to the approval of staff
- Imagery provides representation of tree heights
- On ground verification completed by staff
- Proposed development designed in accordance with the Forest Management Plan
- Review with Community Stakeholders

Summary

Goal 1: Better align forest stewardship plans, and natural resource protection plans to be developed and implemented in parallel, rather than in sequence.

Goal 2: Develop revised Resource Protection Forest Resource Protection Standards that can reduce costs while designing more fire adapted and insurable communities.





Thank you

Wildland Fire Management

Planning & Development Services

RESOURCE PROTECTION PILOT PROGRAM

2025

