WORK SESSION AGENDA

CITY COUNCIL WORK SESSION TUESDAY SEPTEMBER 23, 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 work session, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA

COUNCILMEMBER HOUSE COUNCILMEMBER MATTHEWS 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. Open Call to the Public

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

If you wish to address the Council in person at today's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Open Call to the Public and Public Comment. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. PROCLAMATIONS

A. Proclamation: Suicide Prevention Awareness Month

Read and present the Proclamation.

B. Proclamation: Recovery Month

Read and present the Proclamation

6. September Work Anniversaries

Recognition of employees celebrating work anniversaries in September.

7. City Manager Report

Information only

8. 2024-2025 Annual Report for the 10-Year Housing Plan

This is an informational update only.

9. John Wesley Powell Project Update

Staff will provide an update on the status of the John Wesley Powell Project

10. Discussion of Amended Agreement regarding reclaimed water for Pine Canyon

Informational only - This is an opportunity to give details on the amended Reclaimed Water Agreement with Pine Canyon Golf LLC to provide transparency to City Council and the public.

11. Discussion regarding the continued release of reclaimed water into the Rio de Flag for the enhancement of wildlife habitat, consistent with the Bow and Arrow Park Agreement, subject to general availability and advanced water purification technologies.

Discussion of Resolution 2025-51 to be considered at the October 7, 2025 Council Meeting to continue release of reclaimed water consistent with the Bow and Arrow Park Agreement.

12. Open Call to the Public

13. Informational Items To/From Mayor, Council, and City Manager; 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.

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 09/15/2025 Meeting Date: 09/23/2025



TITLE:

Proclamation: Suicide Prevention Awareness Month

DESIRED OUTCOME:

Read and present the Proclamation.

Executive Summary:

N/A

Information:

N/A

Attachments: Proclamation

CITY OF FLAGSTAFF — OFFICE OF THE MAYOR PROCLAMATION

WHEREAS, the month of September is recognized as National Suicide Prevention Month to raise awareness, spread hope, and spark meaningful action to ensure that all people can talk openly about suicide prevention and have access to help and support resources; and

WHEREAS, suicide is a major public health issue that requires vigilant attention and preventative action. The Arizona Public Health Association recorded at least 1,082 deaths by suicide in Arizona in 2024 and suicide was listed as the ninth leading cause of death in the state; and

WHEREAS, the 988 Suicide and Crisis Lifeline and other local and national programs provide immediate, life-saving support to people facing their darkest moments; and

WHEREAS, as a community that cares, we can join together to foster hope, resilience, and community wellness, empower all members of our community with knowledge and support, and remind every person that help is available, healing is possible, and no one is alone.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim the month of September 2025 as

SUICIDE PREVENTION MONTH

Dated this 23rd day of September 2025

MAYOR

ATTEST:

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 09/15/2025 Meeting Date: 09/23/2025



TITLE:

Proclamation: Recovery Month

DESIRED OUTCOME:

Read and present the Proclamation

Executive Summary:

N/A

Information:

N/A

Attachments: Proclamation

CITY OF FLAGSTAFF — OFFICE OF THE MAYOR PROCLAMATION

WHEREAS, recovery from mental health, substance use, and co-occurring conditions is an essential part of health and one's overall wellness; and

WHEREAS, recovery supports for mental health and substance use conditions and cooccurring conditions are effective, and people can and do recover in our area and around the nation; and

WHEREAS, addressing and overcoming mental health, substance use, and co-occurring conditions is essential to achieving holistic health; and

WHEREAS, to help more people with lived experience achieve and sustain recovery, the U.S. Department of Health and Human Services and Substance Abuse and Mental Health Services Administration recognize every September as National Recovery Month to promote and support new evidence-based treatment and recovery practices, recognize the nation's strong and proud recovery community, and honor the dedication of service providers and communities who make recovery possible.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim the month of September 2025 as

RECOVERY MONTH

in the City of Flagstaff, and call upon the people of Flagstaff to observe this month with appropriate programs, activities, and ceremonies to support this year's Recovery Month theme, Recovery is REAL—Restoring Every Aspect of Life—and focus on the four major dimensions of recovery—health, home, community, and purpose—as the building blocks that all people need to live healthy, happy, and independent lives.

Dated this 23rd day of September 2025

MAYOR

ATTEST:

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 09/16/2025 Meeting Date: 09/23/2025



TITLE:

September Work Anniversaries

DESIRED OUTCOME:

Recognition of employees celebrating work anniversaries in September.

Executive Summary:

Information:

Attachments: Presentation

September Work Anniversaries

1st Year Anniversaries

- * Abbey Buckham- Library Supervisor
- * Alexis Fowler- Head Lifeguard
- * Amal Lana- Recreation Instructor II
- * Avery Edenhofer Police Emergency Communications Specialist
- ★ Bradley Stricker- Recreation Instructor II
- * Carlos Villalobos Water Operator I
- * Christopher Suckell- Lifeguard
- ★ Devin Todd- Parks Maintenance Worker
- ★ Emily Fendya- Library Specialist
- * Jackson Hodsden Recreation Coordinator II
- ★ Jacob Strass- Streets Operations Tech II
- ★ Jennifer Stasinopoulos Deputy Library Director
- ★ Jeremiah Magana- Streets Operations Tech I

- * Kimberly Hoskie Library Clerk
- ★ Linda Alvarado Sr. Administrative Specialist
- * LuSandra Cedillo City Records Coordinator
- * Megan Ostrowski Lifeguard
- ★ Nathaniel See IT Help Desk Supervisor
- * Noah Baker Sustainability Specialist
- * Rebekah Wilce Librarian
- ★ Ryan Smalley Customer Service Representative I
- ★ Sam Wiley Sustainability Specialist
- * Samuel Stone Court Judicial Specialist I
- ★ Sheila Ryan HR Manager
- ★ Sophia Fabian Police Officer
- ★ Thomas McKenna Park Ranger









STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 09/16/2025 Meeting Date: 09/23/2025



TITLE:

City Manager Report

DESIRED OUTCOME:

Information only

Executive Summary:

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

The report will be provided in advance of the meeting

Information:

Attachments: <u>City Manager Report</u>

PROSE Updates
EV Newsletter

City Manager's Report

Sept 22, 2025

Council and Colleagues, greetings. These reports are intended to be informational, covering miscellaneous events and topics involving the city organization. During my report at the upcoming Council Work Session, you will receive an informational presentation from PROSE. Appended to this report is an August newsletter from PROSE and the July newsletter from Economic Vitality.

Police Updates

On August 27th we attended the promotional ceremony involving a new Sergeant, two new Corporals, and support services manager, and dispatch supervisors. Specifically, the new promotions were Corporal Jason Nguyen, Corporal Dave Holland, Sergeant Alex Chirovsky, Support Services Manager Kristen Decker, Records Technician Senior Jackie Pluckrose, and Records Technician Senior Chris Cordova. It was a great event, and always an honor to see the badging performed and the recognition received.









Related, on August 21st we attended the High Country Training Academy Graduation for Class #6 at the Coconino Community College. It was very well attended. Guest speakers included Dean Mark Maciha and County Sheriff Gret Axlund, as well as our own Sargent Melissa Seay.

These graduations are always quite meaningful. The City of Flagstaff continues to be a major beneficiary of the classes, seeing its own recruits enter into our work force. Congrats to all the graduates.

Notably, one of the graduates (Morgan Brown) is the son of Jen Brown, Facilities and Fleet Section Director!









United Way Campaign Kick-Off Luncheon

Held on August 26th at the High-Country Conference Center, the event was very well attended and featured an informative discussion related to Youth Mental Wellbeing. The Campaign Chair this year is Gabe Smith with Kinny Construction Services, Inc.

The City's campaign has started, with props to Dep City Manager Joanne Keene, City Engineer Paul Mood, Planning and Development Services Director Michelle McNulty, Police Chief Sean

Connolly, Chief of Staff Jess Matias, City Clerk Stacy Saltzburg,. The target goal for the city is \$21,500.







Budget Team Retreat

Our Budget Team retreated for a day and a half on August 28th and 29th. It was a busy agenda. As we prepare for the next budget process, which is now upon is in earnest. We are working with the results from an internal survey related to our budget process and having great discussions with our Leadership Team in this regard, always toward an effort of improving.



Visitor Center and Grab n Go

The new facility at the Airport is going well and seeing some usage. Thanks to Economic Vitality, Procurement, and Legal, for all the assistance.



Annual Employee Barbeque

The Champions of Team Flagstaff held the annual BBQ event at Thorpe Park. It was great. A beautiful September day (September 17th) with lots of events, a raffle (for United Way), kickball tournament, and dunking tank (also benefitting United Way ... and anyone who had the privilege to submerse certain individuals who go by the names of Amy Hagin or Dave McIntyre). Thanks to the Champions for this great event!





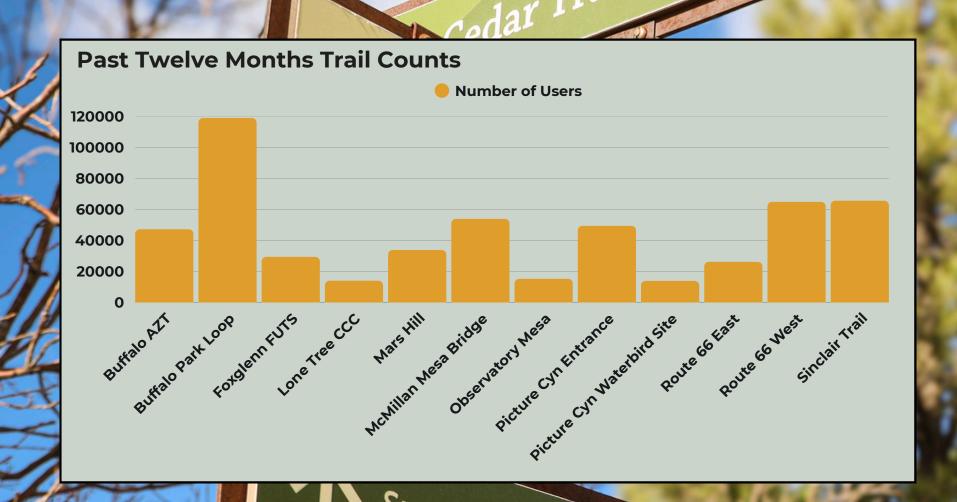


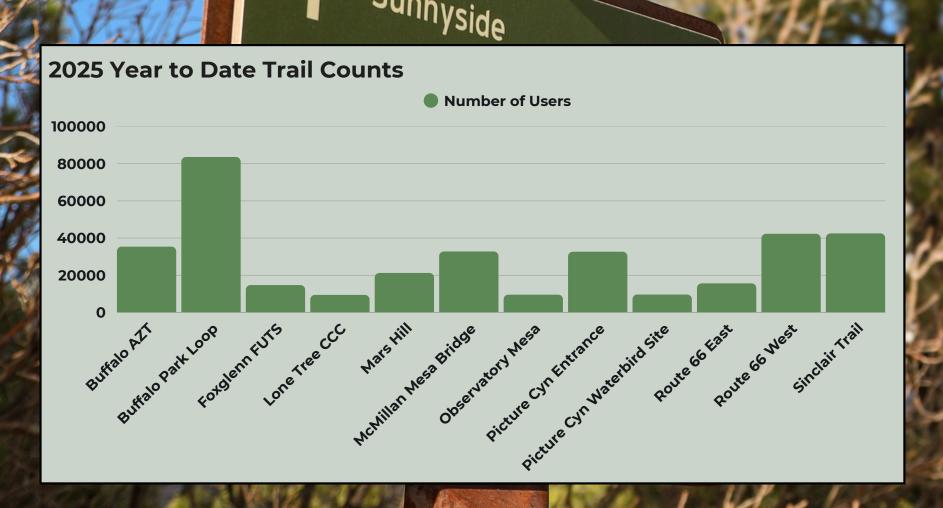
It's a wrap, Council. Onward and upward ...

































AUGUST 2025



LIBRARY | CITY & COUNTY

YOUTH SERVICES:

- A few changes have been made to the Youth Programming Schedule. Storytimes will move to the beginning of the week, adding Monday and taking away Thursday. The line-up will be Bouncing Babies on Monday, Toddler Tales followed by Preschool Express Tuesday & Wednesday, and Saturday Story Stop every Saturday. Bards& Nobles will have two biweekly campaigns to include more kids.
- The comment card below was received in response to this year's summer reading challenge programming:

Patron Comment Card Date: 98-3-25 NO
We welcome your comments on the services we provide.
Please leave any additional comments on the back of this card. Wile where part of the summer reading event. We want to Every event? My Kids complete the summer reading the summer reading the summer reading to the summe
Name: Contact: Think you for taking the time to let us know how we are doing. We use feedback to help develop and improve our services.
we use seemback to nesp develop and improve our services.

- The art filled summer reading challenge inspired staff to start a doodling program beginning in September and a monthly series called Comic Creation.
- Youth Services replaced some worn out furniture with some financial assistance from the Friends of the Library.





REFERENCE:

A Speed Puzzling Competition was held at the beginning of the month. Twenty-six competitors
worked in teams of two on identical puzzles to see who could finish the puzzle first. The
competition was stiff, and there were even a few excited spectators (yes, three people stayed to
watch people complete puzzles). The champions from the year before prevailed completing
their puzzle in exactly 59 minutes 58 seconds. Many attendees expressed that they enjoyed the
communal atmosphere of the event and asked when another competition would be held.

Another event is tentatively planned for November at the East Flagstaff Community Library.







• Meet us at the trailhead On August 16th, thirty-four hikers met at the northern end of Fort Valley to learn about and explore Leroux Springs. This area of Fort Valley has a history of visits from early western expeditions and surveys, and was noted by Lorenzo Sitgreaves, Amiel

Whipple, and Edward Beale. Antoine Leroux, the springs' namesake, guided the Sitgreaves expedition through northern Arizona. On the hike participants visited both springs, the cabin built in 1877 to secure water rights to Little Leroux Spring by early Mormon settlers, and the old foundations from the buildings used by the Civilian Conservation Corps in the 1930s. This hike was led by library staff member Sarah Weatherby, and Forest Service Roving Ranger Karen Malis-Clark. Nick Rullman from the library joined the group and acted as the "sweep." Shannon Clark, who took part in the restoration process of Leroux Springs completed in 2013, also joined the group and shared insights about the project.





PR and Marketing

- September is Library Card Sign-up Month. To promote sign-ups the library will be waiving the fee for replacement cards during September and offering a punch card raffle where participants receive a hole punch for getting or having a library card, checking out an item, and reading it (or listening to or playing or otherwise using it).
- Cards with all punches completed will have a chance to win a raffle prize. Additionally, some local businesses will be offering discounts, fun



swag, stickers, or other goodies to people who show their library card. Maps of participating businesses will be available at the Downtown and EFCL check-out desks.

County Libraries

Forest Lakes:

 The Forest Lakes Library will now be a drop-off location for the community 'medical closest' for such items as crutches, walkers etc.





 The concrete has been poured for the new volleyball/basketball/pickleball court behind the library.

Grand Canyon Community Library:

- The first Game Night combined with the community center Game Club went well. It wasn't a high attendance program, but some of the new games were played and staff expects to see some of the folks who attended return for the next Game Night. A crafts night also had a relatively low attendance, but some new people came. Staff is working with the National Parks Service public relations staff to get GCCL programs listed in their weekly newsletters.
- Several new community members used library computers to apply for jobs and found work.
- A long-time community member wrote an essay for a scholarship application on one of the library computers. She was awarded a scholarship and is off to grad school for public policy and business administration! She said she was so thankful to have this resource while at the Grand Canyon and "thank god for the library!"
- A lot of folks have been very excited about the new DVDs added recently. A few of them are being checked out again as soon as they come back.
- More local families are stopping into the library regularly to play and check out materials. It's become a weekly ritual for some.

Jail Library:

Countywide

Library staff has been working hard on finding back issues of various periodicals for the jail. Missing copies of Muy Interesante, a popular science Spanish-language magazine based in Madrid, have recently

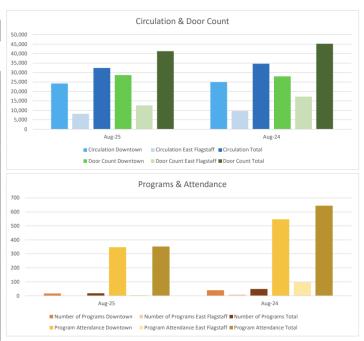
LIBRARY STATS:

STATISTICS Aug-25

Aug-24

Difference

Overunive				
Circulation	All Libraries & Sora	10,823	8,984	20.47%
Downtown & EF	n.	Aug-25	Aug-24	Difference
Circulation	Downtown	24,226	24,915	-2.77%
	East Flagstaff	8,170	9,696	-15.74%
	Total	32,396	34,611	-6.40%
Value of Loaned Materials	Downtown	\$432,158	\$438,457	-1.44%
	East Flagstaff	\$143,845	\$176,709	-18.60%
	Total	576,003	615,166	-6.37%
In-House Use	Downtown	19,666	19,846	-0.91%
	East Flagstaff	6,192	6,419	-3.54%
	Total	25,858	26,265	-1.55%
Door Count	Downtown	28,664	27,960	2.52%
	East Flagstaff	12,614	17,249	-26.87%
	Total	41,278	45,209	-8.70%
Reference Help	Downtown	2,251	4,431	-49.20%
	East Flagstaff	1,776	910	95.16%
	Total	4,027	5,341	-24.60%
Wi-Fi Use	Downtown	5,154	5,002	3.04%
	East Flagstaff	2,791	2,553	9.32%
	Total	7,945	7,555	5.16%
Public Computer Use	Downtown	3,556	3,513	1.22%
	East Flagstaff	2,211	2,193	0.82%
	Total	5,767	5,706	1.07%
Number of Programs	Downtown	17	40	-57.50%
	East Flagstaff	1	9	-88.89%
	Total	18	49	-63.27%
Program Attendance	Downtown	348	547	-36.38%
	East Flagstaff	546	98	-94.90%
	Total	353	645	-94.90% -4 5.27 %
	Total	353	045	-43.2770



Branches		Aug-25	Aug-24	Difference				
	Bookmobile	432.00	0	4319900.00%			Circulation & Door Co	unt
Circulation	Forest Lakes	1,320	1,965	-32.82%	9000.00 —			
Circulation	Grand Canyon	1,256	508	147.24%				
	Tuba City	822	749	9.75%	8000.00			
	Detention Center	1,600	1,373	16.53%	7000.00 —			
In-House Use	Forest Lakes	38	26	46.15%				
III-House ose	Grand Canyon	192	160	20.00%	6000.00			
	Tuba City	81	56	44.64%	5000.00 —			
	Bookmobile	336	0	3359900.00%	5000.00			
	Detention Center	700	638	9.72%	4000.00 -			
Door Count	Forest Lakes	1,370	1,420	-3.52%	2000 00			
	Grand Canyon	1,160	1,081	7.31%	3000.00			
	Tuba City	8,401	7,474	12.40%	2000.00 —			_
	Bookmobile	143	0	1429900.00%				
	Detention Center	94	60	56.67%	1000.00			
Reference Help	Forest Lakes	788	1,473	-46.50%	0.00 —			
	Grand Canyon	489	201	143.28%		Aug-25		Aug-24
	Tuba City	634	594	6.73%		■ Circulation Bookmobile	■ Circulation Forest Lakes	■ Circulation Grand Canyon
	Forest Lakes	160	123	30.08%		Circulation Tuba City	■ Door Count Bookmobile	Door Count Detention Center
Wi-Fi Use	Grand Canyon	421	792	-46.84%		■ Door Count Forest Lakes		
	Tuba City	569	1,526	-62.71%		Door Count Forest Lakes	■ Door Count Grand Canyon	■ Door Count Tuba City
Public Computer	Forest Lakes	3	0	29900.00%				
Use	Grand Canyon		150	-100.00%		Wi	-Fi & Public Compute	r Use
030	Tuba City	468	420	11.43%	1,800			
	Bookmobile	1	0	9900.00%	1,600			
Number of	Forest Lakes	5	0	49900.00%	,			
Programs	Grand Canyon	12	0	119900.00%	1,400			
	Tuba City	42	5	740.00%	1,200			
	Bookmobile	2	0	19900.00%	1,000			
Program	Forest Lakes	47	0	469900.00%	800			
Attendance	Grand Canyon	75	0	749900.00%				
	Tuba City	272	43	532.56%	600			
					400			
					200 —	_		
					0 —			
						Aug-25		Aug-24
						■ Wi-Fi Use Forest Lakes	Wi-Fi Use Grand Canyon	■ Wi-Fi Use Tuba City



TOURISM & VISITOR SERVICES

TOURISM METRICS: AUGUST 2025

Following is a snapshot of the metrics for AUGUST 2025:

YOY RevPAR for the Month of August: The total RevPAR drop for August YOY was -5.3%.

Rationale: On a typical year, international represents about 15% of our overall visitor economy for Flagstaff. **International is still down** for the country, state of Arizona and for Flagstaff. This, coupled

with the Dragon Bravo Fire and hotter temperatures than normal put a damper on August Visitation.

Staff is working hard to fill in this gap seen in the international markets with our domestic customers hath drive market and fly drive from medium hard.

 both drive-market and fly-drive from medium haul origins. Additionally, we have made many efforts - Flagstaff records warmest start to August in history before monsoons possibly return

■ Public Computer Use Forest Lakes ■ Public Computer Use Grand Canyon ■ Public Computer Use Tuba City

Thursday 8/14 at 6:15am

With highs still forecasted for the high 80s to low 90s through Thursday, the hottest start might extend to the month's first $14\ days$.

paid, earned, and owned - to educate the traveling public that the South Rim is open for business and that Flagstaff is not affected by the fire.

Following is a snapshot of the metrics for August 2025:

Aug	2024	2025	Diff
ОСС	73.7%	72.2%	-2%
ADR	\$126.73	\$122.55	-3.3%
RevPAR	\$93.43	\$88.51	-5.3%

MARKETING:

DIGITAL ADS:

Encouraging people to take a break and 'feed their hunger' while driving along the interstates, we geofenced strategic areas and served ads to people traveling north of Sedona on I-17, and those traveling I-40 between Ash Fork and Winslow. With an A/B tested creative strategy including two mouth-watering images — a gotta-have-it burger and a cheesy smothered slice of pizza goodness — a favorite image reasonated and was then optimized for even more engagement. The burger drove the most stops measured by click-thru rate — burger .32 vs .29 pizza.





WEBSITE:

DiscoverFlagstaff.com has been undergoing a shift to adapt content to receive more AI citations. The way AI bots scour and read content is different from the customary search bots. We are optimizing content to ensure visibility and ranking with AI while also remaining relevant for classic search.

Month-over-month AI (Generative Engine Optimization) results:

- Sessions: August 314 vs July 285

- Views: August 665 vs 554

The following report on year-over-year performance:

Strongest US interest was from the drive markets, and following stats represent active users:

- PHX increased 2% to 13,081
- Los Angeles decreased 2.9% to 2,554
- Las Vegas decreased -17% to 1,317

- New York increased 30% to 1,213
- Mesa increased 16% to 929
- Tucson increased 11%

Page views:

Top landing pages were Things to Do, events, dining/nightlife/restaurants, plan your trip, Route 66, Leafometer.

Additional performances:

There were 3,989 partner referrals or outbound links to partner sites, 291 VG requests, 43 newsletter signups.

EARNED MEDIA:

Media assists in August: 9. (August 2024: 9)

Journalists hosted in August: 6 media members on 5 FAMs. (August 2024: 1)

News releases in 2: (August 2024: 0)

Assisted with ADOT news release on Interstate 17
Assisted with AOT news release on wildfire messaging

Total articles generated: 203 (per Meltwater, our media tracking software provider).

(2024: 131, per Cision)

Discover Flagstaff marketing themes supported in coverage: Route 66 was promoted through the story that was syndicated through the Associated Press to approximately 78 nationwide publications. Food and dining were promoted through two partnerships with influencers to highlight events at Atria and Shift Kitchen, and the outdoors was featured in a partnership with an influencer called @SelmaExplores.

HIGHLIGHTS OF MEDIA COVERAGE:

Scottish Sun: Just gorgeous: (Clip not available online but print/online pdfs stored in monthly folder)
DF hosted the journalist in May. Story referenced Embassy Suites, Historic Brewing, proximity to Grand
Canyon and snowfall we had in May in contrast to the heat of the desert cities he also visited.

Seattle Times (syndicated through Associated Press to 78 additional publications including Florida, Athens, Ga., Wyoming, Indiana, El Paso, etc.): This road trip comes with a built-in art crawl. https://www.seattletimes.com/life/food-drink/the-road-trip-that-comes-with-a-built-in-art-crawl/
DF hosted the journalist, who is crafting 11 stories about Rte. 66. This story about murals in the eight states along the highway used main art from Flagstaff that we provided.

FOX10: Made in Arizona feature on Chocolita.

https://www.fox10phoenix.com/video/1690907

DF coordinated with Flutter Public Relations to schedule this feature on a local business.

FOX10: Ugliest City Hall:

https://www.fox10phoenix.com/video/1690226

6.5-minute segment mentioned ghost tours, pleasant weather, Grand Canyon, Apollo missions, forest, Route 66 Centennial, Weatherford, Orpheum, Lowell Observatory.

@azfoodie (300k followers)

https://www.instagram.com/reel/DNEhnCqB vl/?igsh=MW02OTFtbHZ4aTVocQ==

https://www.instagram.com/reel/DMq8VrrSYko/?igsh=ODFodzQ5ODA3YWVt

Several posts from multiple influencers who visited in July for a special Atria event.

@eatlovetravelplay (12k followers)

https://www.instagram.com/p/DMvuCB-TAk-/?img_index=2

Several posts from multiple influencers who visited in July for a special Atria event.

@foodie fosho/ (3k followers)

https://www.instagram.com/p/DMxgPJqRu l/?img index=1

https://www.instagram.com/p/DMsYOsaxdSf/?img_index=7

https://www.instagram.com/p/DMiGn3KR255/?img_index=1

Several posts from multiple influencers who visited in July for a special Atria event.

@bestofthesouthwest (2.5k followers)

https://www.instagram.com/p/DMjVlc-PWme/

Several posts from multiple influencers who visited in July for a special Atria event.

Selma Explores project with Discover Flagstaff

https://www.instagram.com/stories/highlights/18200924986314231/

https://www.instagram.com/p/DNs2GzXYh20/?img_index=1

https://www.instagram.com/p/DNmKVteyHXG/

https://www.instagram.com/reel/DN8aC4RkT1c/?utm_source=ig_web_copy_link

https://www.tiktok.com/@selma.explores/photo/7541789301114227982

https://www.tiktok.com/@selma.explores/video/7540832968076430647

https://www.facebook.com/share/p/1C4wEGGXhZ/

https://www.facebook.com/share/p/1CDUfTRS7s/

https://www.facebook.com/share/r/1aV4H8gaPQ/

https://www.facebook.com/share/r/17ByTew6Z9/

Influencer Selma Explores produced several posts in a partnership with DF. Her IG account has 53k followers. FB has 35k. TikTok has 7k.

Jenn Baluch, @TastesofAZ, 106k followers

https://www.instagram.com/reel/DN1Puq75K6t/?utm_source=ig_web_copy_link

https://www.instagram.com/p/DNzA9Xm5Ei7/?utm_source=ig_web_copy_link

Christina Barrueta, @WriteonRubee, 29k followers

https://www.instagram.com/p/DNwU4S55OWF/?img_index=1

https://www.instagram.com/p/DNyxVyKZLPg/

https://www.instagram.com/p/DNzC2-IQoxI/

https://www.instagram.com/p/DN1oFCVwjGs/?utm source=ig web copy link

FILM OFFICE:

Film permits issued: 2 (August 2024: 0)

Film assists: 2 (August 2024: 3)

EMAIL CAMPAIGN:

Discover Flagstaff

- o Reach 30,152, Open rate 33%
- Top clicks went to Fall Foliage Drives, the Festival Sweepstakes, and Fall Events. The next runner-up was accommodations. The 2024 email was sent at 10:30am while the 2025 email was sent at 10am, to see if this is still the most successful time, it is. Subject headlines were similar in calling out fall happenings in flagstaff but the 2024 headline had more specifics such as mentioning drives and events.

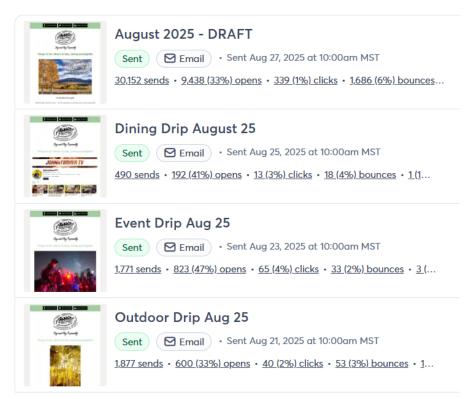
• Dining drip

- o Reach 490, Open rate 41%
- The subject headline in 2024 was "Eco friendly Savory and Sustainable" while the subject headline in 2025 was "Watch Funny Flagstaff Food Segments" and the email in

2024 was sent 30 minutes later than the email in 2025.
10:30am is the betterperforming time.
Content supported a new food short series starring chef John
Conley from Salsa
Brava, Fat Bagels and Fat Olives and his son Adam.

Events drip

- Reach 1,771, Open rate 47%
- The 2025 subject
 headline called out
 "FREE Celestial Event"
 while the 2024 subject
 headline was simply



"Upcoming Celestial Event", so attributing the decrease in open rate to the time difference. The 2024 email was sent at 10:30am while the 2025 email was sent at 10am.

Outdoor drip

- o Reach 1,877, Open rate 33%
- The 2024 email was sent at 10:30am while the 2025 email was sent at 10am so attributing that to the decrease in open rate as 10:30am continues to be the preferred email time for the Discover Flagstaff audience.

Flagstaff Local

- Reach 1,433
- Open rate 45%
- The subject headline in 2024 was "Downtown in Need, Freaky Tours, and.." while the subject headline in 2025 was "Free Festivals and Reduced Fire Restrictions". Usually "free" gets attention but maybe the locals seeing "downtown in need" while all the construction was taking place piqued their interest. The August 2024 email is the most successful Flagstaff Local email to date. The top clicks in the August 2025 email went to Raid the Kitchen, Festival of Science, and Fire Aware.



PASSPORTS:

Trails Passport

- Sign-ups 59, Check-ins 24
- The most popular check-ins during August 2025 were the Kachina Trail, Nordic Village, and Hart Prairie. There was a couple visiting from California that checked in to several trails as well as some locals. Other passholders who checked in were from Ohio and we saw a repeat passholder from Michigan who also checked into locations using the Route 66 Passport too.

• Route 66 Passport

- o Sign-ups 67, Check-ins 99
- The most popular check-in during August was the Flagstaff Visitor Center. There were several locations that had exactly 3 check-ins so seeing a group using the passport and checking in along their itinerary stops was exciting to see. Upon further digging, there were visitors using the passport from Pennsylvania, Michigan, and of course, Phoenix.



SWEEPSTAKES:

- Flagstaff Festival Sweepstakes
 - o 635 entries
 - The Festival Sweepstakes continues to struggle with gaining entries compared to the year prior. Though it is included in several social media posts, videos, and every email sent out to the Discover Flagstaff audience of 30k people, people are just hesitant to enter; it was even the second top clicked link in the August 2025 email, but still entries are low. A disclaimer was added to let people know information collected is used only for the sweepstakes but there has been little impact.



woobox.com/jrpknw Sweepstakes

≅¾ Welcome back, Lumberjacks!

SOCIAL MEDIA:

- Top FB post this month was highlighting the Coconino County Fair, with 7,524 in reach and 414
 engagements. Second top post was a post welcoming back our Lumberjacks, with 6,321 in reach
 and 398 engagements.
- Top post for FL was in support of the City of Flagstaff's volunteer calendar, with 62 in reach and 4 engagements.
- DF's insta was popular this month! We had a video go viral with 47,543 in reach and 4,593 engagements. Second top post was a post highlighting Labor Day weekend events at 4,046 in

reach and 283 engagements.

Aug 11, 2025 at 09:00 am

The Coconino County Fair returns this Labor Day Weekend, celebrating community, creativity, and culture since 1949. From livestock shows and horticulture to arts, music, food, and fun for all ages—this family-friendly event is your chance to experience Northern Arizona's agricultural roots and community pride.

₱ Fort Tuthill Fairgrounds
 ₱ August 29 – September 1, 2025

FlagstaffArizona

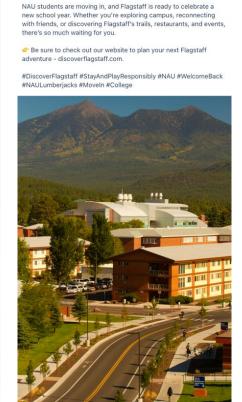
Come for the exhibits, stay for the entertainment, and celebrate the heart of Coconino County! $\ref{eq:coconino}$

Do you like winning prizes? What about free entry and goodies to your favorite Flagstaff Festivals? Enter for a chance-to-win in our festival sweepstakes here 1 https://woobox.com/jrpknw

#DiscoverFlagstaff #StayAndPlayResponsibly #FlagstaffFestivals #CoconinoCountyFair #Agriculture #Fair #Livestock







Top Facebook Posts:

Top Instagram Posts:

"Are you sure about that?": https://www.instagram.com/reel/DNGT-mkx t/Lizard Trend: https://www.instagram.com/reel/DNjgt5gyFpx/

SALES:

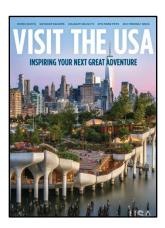
INTERNATIONAL TRAVEL TRADE:

BRAND USA GLOBAL INSPIRATIONS PROGRAM RESULTS

- This program inspires awareness and consideration in travelers and the travel trade industry around the world through one robust program via the USA's official travel guide and social media campaign. Campaign results were received August 5, 2025.
 - Visit the USA Annual Print Campaign: May 1, 2024 May 30, 2025
 - This campaign is upper funnel, focusing on inspirational promotion to selected markets and leading to engagement with Flagstaff content.
 Languages: English, German, French, Portuguese, Spanish, Korean, Japanese
 - 150,000 Print: Distributed in Australia, Benelux, Brazil, Canada, France, Germany, India, Ireland, Italy, Japan, Latin America, New Zealand, Norway, South Korea, Spain, Taiwan, and the UK.
 - Also, there is a digital guide component in all languages that is promoted globally. The digital guide is also used by trade operators as their official visitor guide for the US.
 - Three Month Social Media Campaign: July 17, 2024 Sept 14, 2024
 - Global impressions served via carousel ad links to content.
 - Global reach targeted distribution in the UK, India and German markets
 - Results Exceeded the 0.02% Click Thru Rate (CTR) of 0.02%!
 - Estimated Impressions 4,000,000 Actual 13,705,395!
 - o Impressions over-Delivery 242.63% WOW!
 - Destination Clicks 5,473!
 - Destination CTR 0.04% Double the benchmark, amazing!



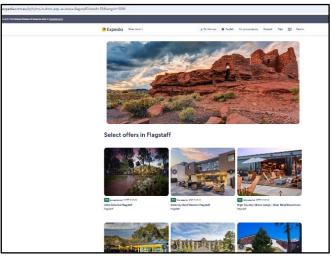




• BRAND USA 2025 OPTIMIZED AUSTRALIA CAMPAIGN RESULTS

- This campaign reached a unique, highly qualified Australian audience curated by Brand USA.
- Campaign results received August 5, 2025
- Discover Flagstaff participated in the Australia Spring 2025 campaign:
 - 47-Day Campaign Dates: March 17, 2025 May 20, 2025
 - Interactive Travel Guide (ITG) Generated **2,770,941** Impressions − 38% over the estimated 2,000,000 impressions. Cicks of 295 with Click thru rate or CTR of .07% Industry Benchmark is 0.2%! Very Strong!
 - Native Ad Generated 6,719,599 Impressions 34% over the estimated 5,000,000 impressions. Clicks of 3,552 with CTR of .05% - Industry Benchmark is 0.2%! Awesome!
 - Discover Flagstaff Culture & History Digital Ad produced 1,142 Clicks
 - Expedia attributed \$4,088 Bookings with 36 Expedia Room Nights... more booking reports pending with the Adara report coming end of Sept. 2025
 - 501 Visitors engaged with the 495 unique views Very positive result!





WANDERLUST - UK'S LEADING TRAVEL MAGAZINE AND MULTIMEDIA TRAVEL BRAND

o Their focus is on taking the road less travelled, spotlighting hidden gems and lesser-visited

destinations. Wanderlust empowers their audience of affluent, culturally curious travellers to discover off-the-beaten-track destinations around the world and have built a loyal audience of over 250,000 subscribers across the UK and the US, with 13 million online readers every year (with half of these in the US).

- Full-Page ad scheduled for September: Wanderlust North America Special Issue
- E-Newsletter ad published August 8, 2025, resulting in 45,856 opens and 105 banner clicks.



• ATTENDED - HOTEL PROPERTY RIBBON CUTTING EVENTS

- o August 20th TRU by Hilton and Home2 Suites by Hilton celebrated their grand opening!
- August 21st Hotel Elev8 Wyndham celebrated the hotel's rebranding and transformation of new ownership!





VISITOR SERVICES:

August	2024	2025	YoY Change	
Walk-ins	12,065	11,538	-4%	
Retail Sales	\$37,575	\$42,081	12%	

Model Train

• The Model Train ran 229 times during the month of August.

Brewery Trail

• Visitor Center gave out 112-pint glasses for Flagstaff Brewery Trail redemptions!

Reviews

Visitor Center received many positive reviews on our Google and Yelp listings below are a couple examples.





**** 4 weeks ago

One of the best visitor centers I've ever been to. So many historical souvenirs and trinkets. Plenty of informational brochures and packets for tourists like myself. The train station is in the same building. Public restrooms are available. Parking is available. Your guides are available to lead you through downtown as well. The staff is nice and courteous. Best part is the train that goes around the top part of the store. 25 cents to press the button.



Visitor Center Express-August 2025

August	2024	2025	YoY Change
Walk-ins	N/A	556	N/A
Retail Sales	N/A	\$1,563	N/A

CREATIVE SERVICES:

ADVERTISING:

- **ROUTE 66 PASSPORT BADGE** AD: Designed a Route 66 passport ad for the Flagstaff Business News
- AIRPORT WRAP FOR **SKYDOME:** Finalized the "Fly easy, fly FLG" stairway wall wrap
- SKYDOME ELEVATOR BANNER: Designed a 10'x27' "Yep, That's Flagstaff' elevator banner
- **WALK THIS TALK BROCHURE:** Updated the content and added the Route 66 centennial logo to the Walk this Talk tour brochure
- **ANNUAL PARTNER LUNCHEON:**
 - Created the invite for the annual partner luncheon.
- **ROUTE 66 CENTENNIAL** TRAVELING WAYFINDER SIGN



upcoming

- The FY25 Annual Report for Discover Flagstaff (and Economic Vitality) is in the design phase and will be printed in late October.
- **ROUTE 66:** Finished design for the Route 66 Centennial wayfinder sign.
- AMERICA 250: Started production on a Flagstaff specific America 250 Logo.
- DRIVE MARKET/NATIONAL CAMPAIGNS: Produced digital ads for September Datafy and Phoenix New Times inclusive newsletter, continued run

on **2News.com** (Be Fire Aware), **AZCentral.com**; news tickers for **12News Broadcast**; print ads for **Phoenix Magazine**, **Phoenix New Times**, **AZ Drive Guide**, **Visit Greater Phoenix Travel Guide**, **National Park Guide-Grand Canyon Edition**; Rotating digital billboards in Phoenix included September festivals.

VIDEO:

- Coordinated a video production for a Scottsdale market promotion.
- Continued coordinating with production company to finalize the Rt. 66 Centennial promo video.

CITY JOBS:

- CITY CAREER AD: Updated the Flagstaff City Careers ad for the NAU Career Resource Guide
- AIRPORT PARKING LOTS

 SIGNS: Designed new sandwich board signs for the Economy and Terminal Lots at the Flagstaff airport
- 911 DISPATCH POSTER: Created a Mission/Values flyer and poster for Flagstaff Police







WEBSITE:

• FALL: Switched the summer website content over to <u>fall content</u> and updated outdated information and listings



AIRPORT

ANNUAL FAA PART 139 CERTIFICATION INSPECTION:

The FAA conducted its annual Part 139 Certification inspection this month to ensure FLG remains in compliance with federal regulations. The inspection included a review of operational records, timed response assessments, and both daytime and nighttime airfield (movement area) inspections. Staff met with the inspector for a debrief, which went well, and are now awaiting the official determination letter from the FAA.

AIRCRAFT RESCUE FIREFIGTHING (ARFF):

- ARFF crews conducted fire extinguisher training with Wiseman Aviation staff, who are required to complete hands-on training within 60 days of hire.
- Greyson Halik, ARFF's newest team member, was





named Recruit of the Week at the Greater Flagstaff Regional Recruit Academy. Each week, instructors and fellow recruits vote on the individual who demonstrates excellence in technical skills, teamwork, work ethic, and determination. This recognition is a significant achievement, and we are proud of Greyson!

MARKETING + ADVERTISING:

An additional Mountain Line bus ad was purchased, bringing the total to five running throughout town. A new static ad will also be installed on a wall at the NAU SkyDome. Staff continues to focus on promoting the airport locally, as 78% of area passengers currently leak to Phoenix Sky Harbor.

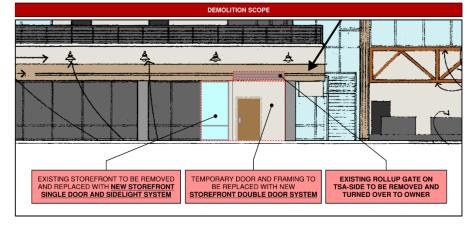
Encouraging more travelers to fly local is key, as filling existing seats is the most effective way to secure new air service.



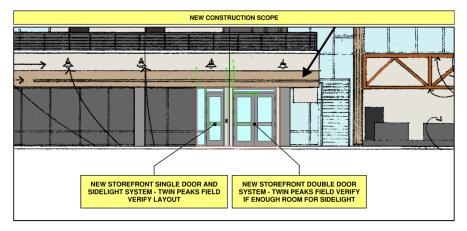


TSA SCREENING STOREFRONT:

 On December 24, 2024, the security coil door malfunctioned and could not be closed. This door is a critical component in securing the hold room. Working with the Airport's Job Order Contractor (JOC), staff installed a temporary wall with a man door to maintain security.

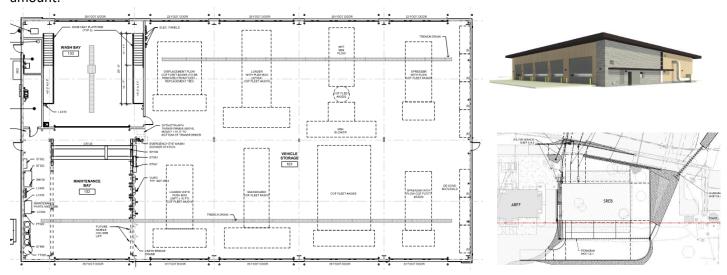


- Following the temporary fix, staff collaborated with the City's Facilities team and TSA to develop a long-term solution.
- The proposed design includes installing one set of double doors and a single man door storefront.
- Staff met with the Budget Team to secure funding, which was approved, and partnered with the JOC to move forward with design and installation.
 Construction is expected to begin in early November.



SNOW REMOVAL EQUIPMENT BUILDING:

Staff continues to coordinate with the design and construction teams on the redesign and project cost estimates. The design team has submitted the concept and site plan for City staff review and comment through the IDS process and has also completed the 60% design package, allowing the construction team to begin pricing the project. The construction team is scheduled to deliver the Guaranteed Maximum Price (GMP) to the City by October 17. A draft GMP will then be submitted to the FAA in late October. The FAA will use this information to guide City staff on the final discretionary grant request amount.



AIRPORT VISITORS:

F-35s have been soaring over FLG this month. At 7,014 feet, FLG is the 6th highest commercial airport in the U.S., and our elevation combined with proximity to Luke Air Force Base makes FLG a prime training location for U.S. and international F-35 pilots. Later in the month, we welcomed three C-130s, two U.S. Marine Corps KC-130s and one U.S. Air Force C-130.







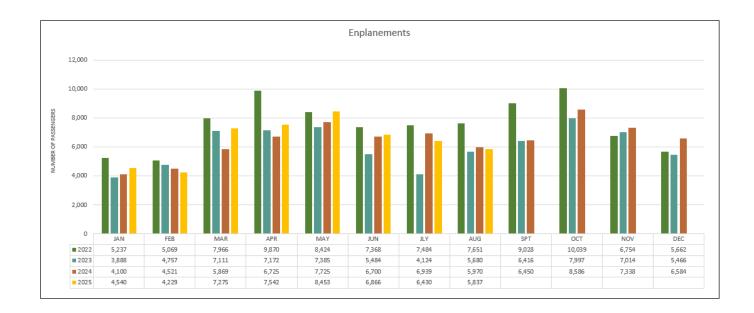
PASSENGER SUPPORT:

Dusty, support dog, was brought to the Flagstaff Pulliam Airport often to help ease the passengers who stress over flying. Dusty passed away in August and we will miss him dearly.

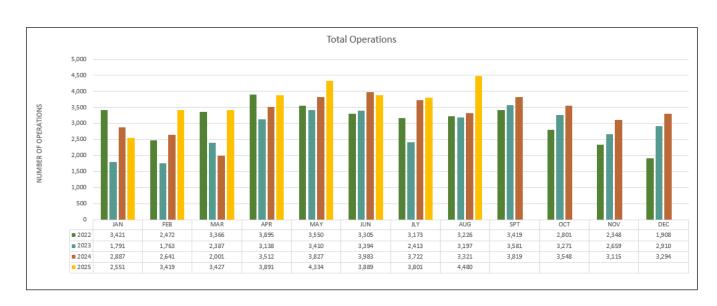


AIRPORT ENPLANEMENTS, OPERATIONS, AND FUEL FLOW:

Enplanements are defined as revenue passengers boarding flights. August's enplanements were down 2% compared to August 2024.



Each **aircraft takeoff or landing** is counted as an operation. August's operations were 35% higher than August 2024.





COMMUNITY INVESTMENT

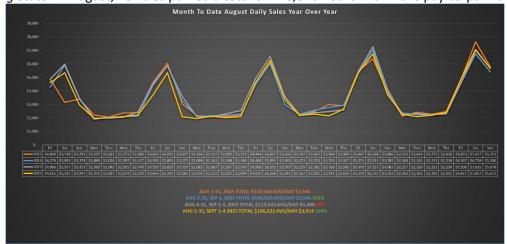
PARKFLAG:

PARKFLAG OPERATION UPDATES:

- Parking Rate Study Update: ParkFlag, in partnership with City of Flagstaff Legal and Finance, completed the Parking Rate Study, which was publicly posted the first week of July. Since then, the team has continued meeting regularly and is currently drafting the ordinance language. A new permit and parking fee schedule has been created, and two public information discussion meetings were held September 10, 2025. The first ordinance reading has been rescheduled to October 7th, 2025.
- **Flowbird App Update:** Staff continues to work with Flowbird to resolve ongoing issues affecting approximately 2% of app users.
- **Operations & Maintenance:** The ParkFlag team stayed busy in July, tackling key maintenance and improvements:
 - Serviced multiple kiosks by removing graffiti, replacing batteries, a card reader, and paper rolls.
 - Repaired and replaced parking signs in various locations.
- **Staffing Update:** We welcomed a new team member this month, Rachel Dominguez, who joined ParkFlag from the Flagstaff Police Department. She has already been an asset in enforcing two-hour parking time limits.

FINANCIAL PERFORMANCE AND PARKING STATS:

- Revenue Overview: ParkFlag generated \$110,543 in pay-to-park revenue in August, reflecting a 3.5% increase compared to August 2024.
- *Permit Sales:* Permit sales totaled \$6,813, reflecting an increase in sales monthly permit sales compared to July 2025, and a slight increase comparted to August 2024. This is very common to see at the end of the annual permit cycle, as customers re-purchase annual permits for FY25/26.
- Parking Stats: In August, vehicles parked a total of 110,546 hours within the pay-to-park district.



BEAUTIFICATION, ARTS & SCIENCES:

Completed Project

Beautification in Action (BIA) Grant Sego Lily Trail Flowers









Crystal Estrada completed her BIA grant project consisting of planting native plants at the Sego Lily Trailhead. With consultation from PROSE, she removed invasive weeds and added riprap rock to guide water flow and avoid erosion. Plants include: rabbitbrush, native yucca, Mexican hat, evening primrose, fern bush, and ponderosa pine. She will continue to hand water the plants until they are established.

Beautification/Public Art Capital Projects in Process

 British Phone Booth: Pre-bid site meeting conducted with contractors. Issues of electrical source for the light have arisen as previously identified source is on BNSF railroad

land plus issues regarding the lead time for the bench and who will cement in the phone booth are all causing delay.

 Bushmaster Court Project Landscaping: Change order for Kwanzan Cherry Trees approved. Revised contribution from Urban Trees line item to reflect landscaping installation sent to Finance.

- Cleo Murdoch Park Sculpture, *Rustle*: Sculpture orientation determined and agreed upon by Staff, Peak Engineering, and artist using a mockup (pic right). Calculations taken to inform foundation design.
- Downtown Mile, Milton Rail Underpass: Cost sharing determination made. BAS will pay for art screens & any lighting and underlying project will pay for concrete form liners.



- **Joe Montalvo Mosaic**: Artist and architect worked out wall materials and underlays that will work for the mosaic. North wall of new Stem building confirmed as location.
- Multicultural County Park Sculpture Exhibition: Selection panel met and scored applicants for 2026/2027 exhibition. Recommendations will be presented to BPAC on September 8th meeting for approval. Estimate received and contract drafted for FY26 installation support services.
- Route 66 Fence Decoration: New logo design for ADOT fences near Ponderosa and Route 66.
- Spruce Wash Wedge 3D Art:
 - Design team assessed site conditions, identified potential art locations, reviewed project schedule and timelines for initial community outreach (survey focus group). Traffic Engineer approved an engineering standards modification request to reduce the curb return radius for the northwest corner of Cedar and West from 30' to 25'. This will give more space on the sidewalk and on the promontory.



- **Switzer Canyon Roundabout 3D Art**: Selection panel met and reviewed 52 applicants. Scoring due on September 9th.
- Traffic Signal & APS Utility
 Cabinets: APS inspected the 6
 cabinets and final designs sent to vendor.
- Water Tank Mural at Buffalo Park: Undercoat (white) and protective (green) completed.





Programming, Grants, Maintenance + Outreach

- BPAC: August meeting held. Action items included approvals for: BIA Grant Mural Applicant; Milton
 Rail Bridge Underpass Aesthetic Concept; Final Design for the Dunbar School Historic Plaque at
 Murdoch Community Center; Modification of BIA Grant Guidelines; an additional one-year term for
 the BPAC Chair, and the appointment of a new Vice-Chair. Discussion items included: New Project
 Proposal in Heritage Square; New Project Proposal for Sculpture Garden at Joe Montoya Community
 Center; and a BIA grant update on the Sheepherder Crossing Mural.
- Creative Flagstaff: ARTx call to artists given City approval
- **Celebrating African Americans in Flagstaff Mural:** Plan formulized with Public Works to replace current dumpster with a newly painted one, featuring an artist-specified paint color.
- Maintenance:
 - Mother Myth Mural Refurbishment: Mural Mice contract and building lessee agreement finalized with legal. Contact with Lumberyard Brewing established.

 Rio de Flag Mosaic: After sustaining damage, the artist was contacted to apply for a Restoration Grant. The artist is unable to apply at this time but will apply in the future. The

damaged mosaic does not pose a public safety risk and will be left as is for now.

Outreach:

- Downtown Connection Center Ribbon Cutting, August
 6th: The artist team participated in the building tours by discussing Lion Eyes (Through the Forest) and The Southside Grove.
- Downtown Tempe
 Authority: Staff
 provided list of 2025
 artwrap applicants for
 organization's Call to
 Artists.
- E-Subscribers added highlighting the fall Street Art/Route 66 and other regional
- Freaky Foot Mural preview of a new provided tour guide information to
- Fall BIA Grantee & contract executed,
 So far about 55
 September 11th event.
- Multicultural County Park Sculpture Exhibition: Print inclusion and online feature in the Aug./Sept. issue of Phoenix Home & Garden. Story also posted to magazine's social media platforms. Flagstaff Honors Artists of Color with Powerful Outdoor Sculpture Exhibition
- Scottsdale Public Art Plinth Project: Staff served on the selection panel to review RFQs for two temporary 3D sculptural installations.
- Spruce Wash Wedge: Connect Flagstaff community survey published, press release sent to media, social media posted, and stand-alone eblast sent. 37 surveys completed. designed.
- Temporary Street Art (previously called "Chalk Art") for Route 66
 Centennial Celebration: Informal request for artist proposals opened.
- **Turrell Skyspace**: Site visit to a skyspace with a retractable roof conducted in Green Mountain Falls, CO to determine its applicability to Flagstaff.



to BAS listserv and e-blast sent BIA grant cycle, 3D Illusion Centennial Celebration RFIP, public art opportunities. **Tours:** Staff attended a

Downtown Flagstaff tour and with supplemental enhance content.

Artist Celebration: Event and invitation reminders sent. attendees have RSVP'd for this



Highlighted Arts & Science Grant Recipient Programs in July

Held Saturday, August 2, 9:30-11:30 am **Rocks Rock! A Science Saturday Program**

Presented by Willow Bend Environmental Education Center

703 E. Sawmill Road

Free and open to the public

Participants explored rock samples, pieced together the story of geologic history,

+ more with hands-on experiences and activities for all ages.

Held Saturday, August 9, 2-4 pm Tynkertopia's Seventh Birthday Presented by Tynkertopia, 3330 E. Elder Drive

Free and open to the public Participants enjoyed an afternoon of fun featuring games, tours, and

refreshments.

Held Sunday, August 17, 3-4:40 pm A Sinatra Reunion, The Beaver Street Theatre **Presented by** Flagstaff Shakespeare Theater **Tickets were \$25-\$100**

Celebrating Frank's 110th birthday, Doug Riddle, Jamey Hasapis, Jeanie Carroll, and Lynn Timmons Edward first appeared together in Old Blue

Eyes, a 2011 Cabaret fundraiser for the Flagstaff Music Theatre Production of Hello Dolly. Their sold-out show led to several more cabarets, the last being A Tribute to Sinatra at Charly's in 2018. They were back together for one show to reminisce and bring to life songs like "Luck Be a Lady Tonight," "New York, New York," "That's Life" and many more from the era of The Rat Pack.

Held Friday, August 29, 10-11 am

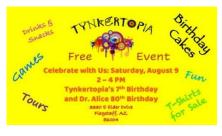
Upcoming sessions: September 12 & 19, 10-11 am

Sound Connections Late Summer Series, Joe C. Montoya Community & Senior Center, Free and open to the public

Presented by Sound Connections-Greg Hill Fund for Music in Dementia

Sound Connections is a multi-generational music gathering where community members come together to create, connect, and thrive through live music making. These events welcome participants with memory loss. Additional caregivers were/will be available to provide care partner respite during the session. While loved ones are engaged in music-making, care partners were are invited to gather to discuss local community needs and solutions for memory loss in Flagstaff.









ECONOMIC DEVELOPMENT

Moonshot Open House: Moonshot Business Incubator and Accelerator hosted its annual Open House. Local business vendors and an evening reception highlighted the Open House. Workshops for entrepreneurs included business financing options, integrating AI into your business, and effective business accounting. Open House sponsors included Arizona Public Service, Compass CBS Foundation, Western Alliance Bank, and the City of Flagstaff.

Brownfields Conference in Chicago: Staff attended the National Brownfields Conference in Chicago this month, which brought together national leaders, policymakers, and practitioners focused on land revitalization and redevelopment. The sessions provided valuable insights into federal and state funding opportunities, best practices for site cleanup, and strategies for leveraging brownfield projects to drive economic growth. Key takeaways included innovative financing models and community engagement strategies that ensure redevelopment projects create long-term benefits. Overall, the conference offered timely knowledge and connections to help strengthen our local brownfields initiatives. The current grant cycle has had 13 properties nominated for an assessment. The advisory committee will be considering another 7 properties for approval next month.





NACOG Economic Development Council: A highlight of August's NACOG Economic Development Council was a presentation by Neil Large, Program Administrator for the Arizona Office of Outdoor Recreation. In 2023, Arizona's outdoor recreation activities generated \$14 billion in revenue, about 2.75% of the state's economy, and supports 111,000 jobs statewide. This is 20% increase from 2022. The Office of Outdoor Recreation emphasizes conservation and stewardship of natural and cultural resources, which include private public partnerships to improve infrastructure, and education and workforce training and investing in the next generation of outdoor leaders. The Office highlights opportunities to attract, retain and expand businesses in the outdoor sector and address barriers that hinder outdoor business success.

Guardian Air: Staff toured Guardian Air's facility near Pulliam Airport. Guardian operates 10 helicopters and 1 fixed wing aircraft, with 32 pilots and 25 aircraft maintenance workers. Guardian also has their own dispatch center, which operates like a 911 response center. They cover a service area of 81 square miles, with operation centers in Flagstaff, Cottonwood, Winslow, Tuba City, Polacca, Show Low, and Kingman. Since they serve a wide regional area, Guardian is planning for expansion and working with staff to explore future opportunities.

New Hotels: Two new hotels opened in Flagstaff. Hilton opened a dual-branded hotel of Tru by Hilton and Home2 Suites, with 204 rooms, located at 3451 S Lake Mary Road. and Elev8, a division of Wyndham, opened a new location with 100 rooms at 2285 E Butler Avenue. The new hotel additions expand Flagstaff's inventory of lodging options and makes the community more competitive for conferences and major events.





Camp Verde visit to FrameTec: Staff participated in a visitation to FrameTec, the innovative prefabrication company in Camp Verde. Utilizing AI, FrameTec innovated a solution for construction siding and roofing trusses that creates precise building products 4 times faster than traditional fabrication and greatly reduces waste products, while avoiding project delays that have been typical for most building projects. The result is framing and roofing trusses are installed on housing projects in weeks rather than months, the typical timeframe. FrameTec is looking for another 50 workers to round out their hiring needs. No experience is necessary.



STEAM Park Opening in Clarkdale: Staff attended the opening of a STEAM Park in Clarkdale. STEAM stands for Science, Technology, Engineering, Art and Math. Invited to attend, the community park was in development for 7 years. Features of the park include a pollinator garden, a solar table and LED lighting, a rain capture system and permeable pavers, a sculpture and local art wall, a gray water system and low water landscape. A playground, basketball court, chess tables, and shaded event pavilion are central features. Funding for the STEAM Park includes \$2.3 million in grant funds and \$1 million in local donations.



Geofencing for Semiconductor Conference: Economic Development, in collaboration with Discover Flagstaff, is developing a geofencing campaign for the upcoming SemiCon conference of semiconductor producers, distributors and sector supporting businesses. The geofencing campaign promotes Flagstaff and encourages convention attendees to investigate Flagstaff as a destination for their vacation and their

business. People attending the SemiCon conference will receive several advertisements on their mobile phones and social media pages promoting the advantages of Flagstaff as a business-friendly location for their enterprise.

Local First AZ: Staff attended the Flagstaff Business Community Activation get together hosted by Local First AZ at the Kickstand Café. Local business owners convened to discuss strategies on supporting each other, action items for future endeavors, success stories and networking for more collaboration. Staff connected with several businesses and addressed concerns for retaining employees, the minimum wage increases, and sustainable business practices.



Please join us at our annual meeting luncheon on Wednesday, 11/5 – to RSVP: cnelson@flagstaffaz.gov

THANK YOU FOR YOUR CONTINUED SUPPORT OF THE ECONOMIC VITALITY DIVISION!

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Adriana Fisher, Housing Program Manager

Date: 09/05/2025 Meeting Date: 09/23/2025



TITLE:

2024-2025 Annual Report for the 10-Year Housing Plan

DESIRED OUTCOME:

This is an informational update only.

Executive Summary:

This update provides a summary of progress made between July 2024 and June 2025 by City staff and collaborators toward achieving the goals of the 10-Year Housing Plan.

Information:

Please see the attached presentation and report.

Attachments: 2024-2025 Annual Report for the 10YHP

2024-2025 Annual Report for the 10YHP - Presentation



2024-2025 ANNUAL REPORT

FOR THE 10-YEAR HOUSING PLAN





2024-2025 Annual Report

for the 10-Year Housing Plan

Introduction

Housing is the foundation of a resilient, inclusive, and equitable community. Recognizing the scale and urgency of the issue, the City of Flagstaff adopted its <u>10-Year Housing Plan</u> on February 15, 2022, with the ambitious goal of halving the community's affordable housing need over 10 years.

Since the Housing Plan's adoption, meaningful progress has been made. New affordable units have been delivered, zoning policies have evolved to support greater housing diversity, and strong public-private partnerships have been forged to accelerate solutions. Though not without challenges, these achievements demonstrate the City's proactive approach and ongoing momentum.

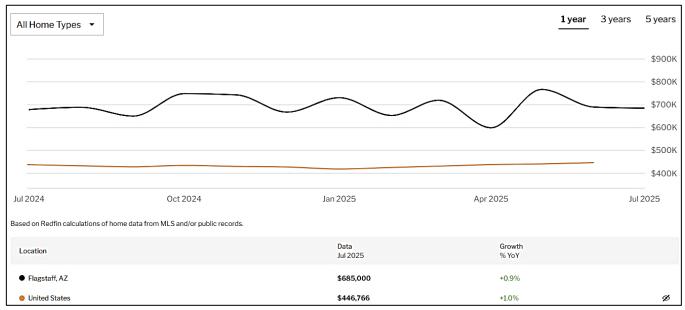
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This 2024–2025 Annual Report for the 10-Year Housing Plan documents the City's ongoing efforts to address the community's housing challenges through strategic action and community partnership. It highlights key milestones, cross-sector collaboration, and the continued implementation of

selected strategies. The report serves as a record of progress and a tool for reflection, helping to evaluate outcomes, track data, and guide future decisions.

Housing Market Conditions

According to <u>Apartments.com</u>, in mid-2025, Flagstaff's cost of living remains 21.2% higher than the national average, with housing costs exceeding the national average by 51.6%. These figures highlight the ongoing pressure on the local housing market, especially for first-time homebuyers.



Source: Redfin

As of July 2025, <u>Redfin</u> reports that the median home price in Flagstaff across all property types is \$685,000, a 0.9% increase over the past year, and \$238,234 above the national median. However, homes are staying on the market longer – 49 days on average compared to 20 days last year.

A July 2025 <u>housing market presentation</u> by housing experts to the City of Flagstaff's Housing Commission offered a more detailed breakdown: single-family home prices have increased by 5%, and condominium prices by 7%, while townhome and manufactured home prices have remained relatively flat. These mixed trends suggest challenges and opportunities for prospective buyers, highlighting the continued need to improve housing access and affordability.

The presentation also revealed a distinct affordability gap. Flagstaff's median household income is approximately \$69,700, while the median price of a single-family home is \$787,000. To afford such a home with a 3% down payment (\$23,610), a 6.875% interest rate, and within a 45% debt-to-income (DTI) ratio, a household must earn between \$165,000 and \$177,000 annually – more than double the area's median income. Monthly housing costs, including principal, interest, taxes, and insurance, would reach approximately \$6,104 – nearly three times what's considered affordable for the average household.

Entry-level ownership options remain limited, according to the presentation. With a median price of \$345,000, condominiums are among the most affordable ownership opportunities. Still, a household would need to earn \$82,000 to \$95,000 annually to purchase one, assuming a 7.125% interest rate, a 3% down payment (\$10,350), a 45% DTI, and a monthly payment of \$3,078, including a typical \$250 homeowners association (HOA) fee. These income requirements far exceed the average salaries of essential workers, such as teachers, police officers, and firefighters, who typically earn between \$50,000 and \$67,000.

While the market has slowed, the presentation noted that most for-sale inventory remains between \$500,000 and \$900,000, particularly for single-family homes and townhomes. Just 24% of homes on the market are listed below \$500,000, making affordable options increasingly scarce. For many prospective buyers, dual incomes, financial assistance, or family support are becoming essential to bridge the gap between income and cost.



Flagstaff's Meanwhile, rental market, though still expensive, showing early signs of stabilization. As of July 2025, the average rent across all unit types is \$2,234/month, about 6% above the national average of \$2,100, but \$71 lower than last year (Zillow). Two-bedroom units now average \$1,992/month, roughly \$100 higher than national rates. but downward. trending This modest cooling reflects growing supply and offers some relief for

renters, although rent increases continue to outpace wage growth for many residents.

Together, these housing trends illustrate the urgent need for sustained efforts to expand access to rental and ownership opportunities across all income levels. The City continues to value the importance of supporting a diverse range of housing options that meet the needs of all residents.



Overarching Goal and Element Progress

The graphic below provides a visual snapshot of progress toward the overarching goal and key elements of the 10-Year Housing Plan. It's updated quarterly in January, April, July, and October to incorporate data from the preceding three months.



Key to the graphic's data:

- Residents Impacted = This category reflects the number of individuals who received housing assistance during the reporting period. It includes all household members supported by, but not limited to, the following programs:
 - Down Payment Assistance
 - Community Homebuyer Assistance Program (CHAP)
 - Employer Assisted Housing (EAH) Program: City limits only
 - Community Development Block Grant (CDBG) Projects
 - Includes eviction prevention, move-in assistance, transitional housing, and other housing creation efforts
 - Housing Choice Vouchers (Section 8)
 - Only new vouchers received by the Housing Authority
 - Affordable Rental Units
 - Initial households counted once at lease-up (i. e. Incentive Policy for Affordable Housing (IPAH))
 - Households cycling in and out of an affordable rental unit are not counted
 - o Affordable Homeownership Units
 - Includes initial and subsequent households in new and resale affordable units, excluding those using down payment assistance programs
- Market Rate Units = The number of market-rate housing units that received a final building inspection during the reporting period, as reported in the City's Building Finals Report.
- Affordable Units = The number of delivered affordable units that received a final building inspection as reported in the City's Building Finals Report.
 - All new rental and homeownership units built and tracked at closing of escrow (i. e. Rental Assistance Demonstration (RAD), IPAH, CDBG projects resulting in rehabilitated or constructed units)
- Committed Affordable Units = The number of affordable units formally committed by a developer in a Development Agreement or an approved site plan or plat. This number is subject to change as commitments and development agreements are amended between the first approval and final construction of units.

This <u>interactive map</u> brings the graphic's data to life, highlighting the wide range of housing services, programs, and opportunities distributed throughout Flagstaff. Explore tabs highlighting Emergency Housing, Affordable Rentals, Affordable Ownership, Homeownership Assistance Programs, and New Market-Rate Units (coming soon).

Together, the graphic and map reflect the community's shared progress and responsibility toward building a more inclusive community. Each newly built unit, whether market-rate or affordable, and every household served, brings Flagstaff closer to the shared vision of safe, stable, and attainable housing for all.

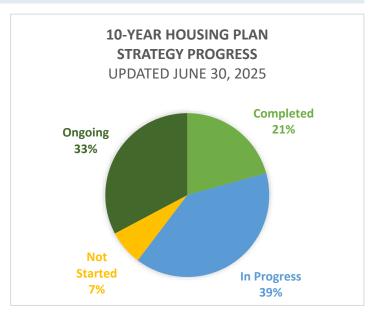
The 10-Year Housing Plan and the latest Annual Implementation Plans, Annual Reports, and the quarterly "Overarching Goal Progress" graphic are publicly available on the City of Flagstaff's 10-Year Housing Plan webpage.

Strategy Progress

The 10-Year Housing Plan identifies 58 comprehensive strategies organized under 13 policy initiatives to support its goal of reducing Flagstaff's affordable housing need by half over 10 years. As of June 30, 2025, progress on these is as follows:

- ▶ 12 strategies have been completed
- **23** are in progress
- ▶ 19 are ongoing
- ▶ 4 have not been started

The strategies completed, in progress, and not started are project-based, with defined start and end points. In contrast, ongoing strategies require sustained, long-term implementation and are not tied to specific timelines.



The Plan's strategies span regulatory reform, funding mechanisms, land use, tenant support, middle-market housing, and preservation efforts. Collectively, they are intended to boost housing supply, expand access to assistance, lower development barriers, and ensure equitable outcomes across all income levels and household types, thereby increasing housing stability and affordability.

This section provides an update on the strategies completed and those still in progress during fiscal year 2024–2025, along with status comments to effectively track and communicate progress.

COMPLETED STRATEGIES

The following strategy was identified in a previous implementation plan and was completed during the reporting period:

Strategy	Strategy Description	Status	Status Comments
Connect 1.2	Create housing navigator or advocate positions to assist both landlords and housing-challenged populations in securing and maintaining housing.	Completed	A Housing Navigator position was created and filled. The position was requested as an ongoing budget item through the City's regular 2024-2025 budget process and was granted effective 7/1/2024.

The following strategies were completed as opportunities presented themselves during the reporting period and were not identified in a previous implementation plan:

Strategy	Strategy Description	Status	Status Comments
Create 5.2	Explore innovative tools and	✓	The Land Availability and Suitability
	techniques to limit costs for	Completed	Study + Code Analysis Project
	regional development impacts on		(LASS+CAP) has completed the
	individual development projects,		exploration of tools and techniques.
	such as infrastructure.		These strategies will guide future work
			in various areas.
Protect 1.3	Explore expanding state and local	<u>~</u>	Due to Arizona state law, the City of
	fair housing protected classes to	Completed	Flagstaff is not legally able to add
	include items such as age and		protected classes locally. If state law
	source of income.		changes, this strategy will be initiated.

STRATEGIES IN PROGRESS

The following strategies were identified in a previous implementation plan and will be completed as part of the Flagstaff Regional Plan 2045:

Strategy	Strategy Description	Status	Status Comments
Create 2.1	Update the Regional Plan policies to support increased density related to affordable housing.	【 In Progress	A Regional Plan update is underway. The update will go to City Council for adoption in October 2025. Voters will ratify it in May 2026.
Create 2.2	Identify suburban areas to support greater density and intensity of development.	【 In Progress	A Regional Plan update is underway. The update will go to City Council for adoption in October 2025. Voters will ratify it in May 2026.
Create 2.3	During the update of the Flagstaff Regional Plan, revise the Community Character chapter for goals and policies to include costsaving methods that reduce the conflict between affordable housing, historic preservation, and urban design.	【 In Progress	A Regional Plan update is underway. The update will go to City Council for adoption in October 2025. Voters will ratify it in May 2026. The Community Character chapter is proposed to be eliminated and incorporated as a set of Best Practices for Creating a Sense of Place.
Preserve 1.2	Review the Land Use Goals and Policies in the Regional Plan, Specific Plans, and City code to remove barriers to adaptive reuse for the creation of affordable housing.	 In Progress	A Regional Plan update is underway. The update will go to City Council for adoption in October 2025. Voters will ratify it in May 2026. Housing Attainability and Equity is one of the core priorities of the plan. Additionally, Housing staff have \$3 million in bond funding available for this purpose.

The following strategies were identified in a previous implementation plan, are not tied to a specific project, and are in progress:

CREATE CONNECT PRESERVE PROTECT

Strategy	Strategy Description	Status	Status Comments
Create 1.8	Explore the use of the community land trust model and public/private partnerships to incentivize the development of ownership units that are priced significantly below market rate.	【 In Progress	Housing staff are evaluating feasible options and will present their findings to City Council in the fall of 2025, along with an analysis of existing City-owned parcels designated for affordable housing.
Create 3.2	Create a fund for the purpose of acquiring land/units for affordable housing in order to be able to respond to opportunities as they arise.	【 In Progress	Housing staff requested \$500,000 through the City's fiscal year 2024-2025 budget process to initiate this strategy. City Council approved the budget request, and funds became available on July 1, 2024. Staff are holding other internal discussions to determine the best path forward.
Create 3.3	Identify ongoing resource opportunities for the purpose of assisting households experiencing homelessness, households at risk of becoming homeless, first-time homebuyers, and affordable housing targeted to these populations.		A bond approved by voters, Proposition 442, authorized \$20 million to create rental and homeownership opportunities for Flagstaff residents. \$5 million will be used to redevelop City- owned housing to create affordable rental units, \$3 million will repurpose existing available buildings into rental units, \$5 million will be used to incentivize the private sector to incorporate affordable rentals in new developments, and \$7 million will be used to expand the City's homebuyer assistance program. The Housing Office will continue to pursue additional grants and resource opportunities to contribute to this strategy's completion. CDBG City Council priorities continue to support this goal.
Preserve 2.2	Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.	∑ In Progress	This strategy is largely dependent on collaboration with private development partners as opportunities arise.

Housing Resources and Community Efforts

Building upon existing housing resources and ongoing community initiatives is essential as future efforts progress. During the reporting period, the Housing Office, alongside community partners, continued to develop, administer, and manage a range of programs designed to support residents across all income levels.

COMMUNITY HOUSING PROGRAMS:

• Affordable Homeownership Program: Offers permanently affordable homes through a 99-year renewable ground lease or a deed restriction.

- <u>Affordable Rental Program</u>: Offers affordable rental units within market-rate developments, which are often supported by various affordable housing incentives.
- American Rescue Plan Act (ARPA): Designates \$1.9 million in one-time federal funds to support COVID-19 pandemic relief by funding projects that enhance community resilience, address disparities in disproportionately affected communities, create and preserve stable and affordable housing, and prevent eviction.
- Community Development Block Grant (CDBG): Administers annual entitlement funds from the Department of Housing and Urban Development (HUD) to build stronger and more resilient communities.
 - o Program Year 2024 Entitlement: \$588,146
 - o Program Year 2025 Entitlement: \$656,638
- <u>Fair Housing</u>: Provides resources and education to the community to affirmatively further fair housing and combat discrimination based on race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, or national origin.
- <u>Homebuyer Assistance Programs</u>: Offers city-funded financial assistance for down payment and closing costs to qualifying households.
 - Employer Assisted Housing (EAH) Program: Provides up to \$20,000 in homebuyer assistance for City of Flagstaff employees.
 - Community Homebuyer Assistance Program (CHAP): Offers up to \$40,000 in homebuyer assistance to qualifying households (increased from \$15,000 in 2023). The program will be expanded with \$7 million in bond funds from Proposition 442 in the summer and fall of 2025 (two phases).
- Incentive Policy for Affordable Housing (IPAH): Encourages the creation of affordable housing units through financial and zoning incentives.
- Rental Incentive Bond Program (RIBP): Incentivizes developers to build affordable rental housing with bond funding. All \$5 million in program funds have been reserved as of March 2025.
- Adaptive Reuse Bond Program: \$3 million in bond funds is designated to support projects that adaptively reuse existing buildings for affordable rental units. Housing staff will take the draft program to the Housing Commission in July 2025 and seek Council approval in September 2025.

HOUSING AUTHORITY PROGRAMS:

- Clark Homes: Provides 80 one- to four-bedroom units for low-income households.
- <u>Housing Choice Vouchers</u>: Offers 524 Section 8 vouchers for low- to moderate-income households, including veterans, disabled individuals and families, victims of domestic violence and abuse, trafficking victims, youth aging out of the foster system, and individuals with serious mental illness.
- Low Income Public Housing: Provides 265 one- to five-bedroom units for low-income households.

OTHER EFFORTS:

- ▶ <u>Flagstaff Regional Plan 2045</u>: Guides land use, housing, climate, and transportation policy to support development, affordability, and more housing variety. Aligns with the 10-Year Housing Plan by promoting zoning updates for "missing middle" housing, increased density, and inclusive community engagement to enable development of nearly 8,000 units (10% affordable) within 10 years.
- Land Availability and Suitability Study + Code Analysis Project (LASS+CAP): The LASS portion of this project was completed in September 2024 and identifies priority development sites for housing. The CAP will recommend code changes to reduce zoning, infrastructure, and procedural barriers. The City's project management team

CREATE CONNECT PRESERVE PROTECT

is in the process of seeking direction from Council on key decision points related to the CAP. Consultants will develop final recommendations for various code changes, which will be presented to Council in 2026.

More information about housing resources and community efforts can be found on the Housing Office's webpage.

Community Collaboration

Flagstaff's Housing Emergency is complex and cannot be solved by any single person or organization. Meaningful progress is highly dependent on collaboration and partnership across sectors. Through partnerships with organizations such as the Northern Arizona Association of Realtors (NAAR), Northern Arizona University's Community and University Public Inquiry (CUPI) pod, the Coconino County Continuum of Care (CoC), and the Community Action Advisory Board (CAAB), the City deepened its engagement with housing professionals, students, service providers, and anti-poverty advocates. These partnerships have helped generate actionable insights, inform policy decisions, and foster shared responsibility in the City's ongoing response to the Housing Emergency.

NORTHERN ARIZONA ASSOCIATION OF REALTORS (NAAR)

In fiscal year 2024-2025, the Housing Office launched monthly collaboration meetings with the Northern Arizona Association of Realtors (NAAR). These meetings serve as a platform to exchange information on housing-related issues, identify potential areas for collaboration, and align efforts to address the City of Flagstaff's Housing Emergency. This partnership has allowed NAAR to share concerns and innovative insights while giving the City the opportunity to foster a meaningful relationship with a key stakeholder deeply committed to housing solutions for all Flagstaff residents.

NORTHERN ARIZONA UNIVERSITY'S (NAU) COMMUNITY AND UNIVERSITY PUBLIC INQUIRY (CUPI) POD

The Housing Office is in its third consecutive year of partnership with Northern Arizona University's (NAU) Community and University Public Inquiry (CUPI) pod focused on Housing Security and Sustainability, an advanced undergraduate course that connects students with local organizations to address real-world community issues. Housing staff are invited to attend an in-person class each semester to provide the pod with an overview of Flagstaff's housing challenges, clarify misconceptions, and answer student questions. Students are assigned to read the 10-Year Housing Plan, and with guidance from their assigned researcher, pod facilitator, and City staff, select a project aligned with the Plan's goals. Students present their findings and ideas throughout the semester – first at a midterm check-in, where City staff provide feedback, and then in a final presentation designed to deliver actionable insights. This partnership has led to several tangible outcomes, including improved messaging and outreach for housing programs, a deeper understanding of community-identified barriers, and expanded research capacity beyond what staff could previously manage.

COCONINO COUNTY CONTINUUM OF CARE (COC)

The Housing Office is an active participant in the <u>Coconino County Continuum of Care (CoC)</u>, which is administered by the Arizona Department of Housing (ADOH). Staff contribute to a range of CoC working groups, subcommittees, and advisory bodies that focus on the unique needs of chronically homeless individuals, families with children, veterans, and unaccompanied youth. These forums bring together a broad network of stakeholders, including shelter and housing providers, outreach and prevention organizations, and agencies offering emergency, transitional, and permanent supportive housing, to coordinate services and share resources.

Housing staff also serve on the CoC Executive Committee, playing a key role in setting regional priorities, guiding policy decisions, and identifying opportunities for system-level improvements. The City continues to invest time and leadership in collaborative initiatives to strengthen the local response to homelessness and address service gaps.

COCONINO COUNTY COMMUNITY ACTION ADVISORY BOARD (CAAB)

Housing staff represent the private sector on the <u>Coconino County Community Action Advisory Board (CAAB)</u>, a regional body that advises on anti-poverty strategies and coordinates services for low-income households. This role reinforces the City's commitment to cross-sector collaboration and helps ensure that housing initiatives are aligned with broader efforts to reduce poverty and promote economic stability.

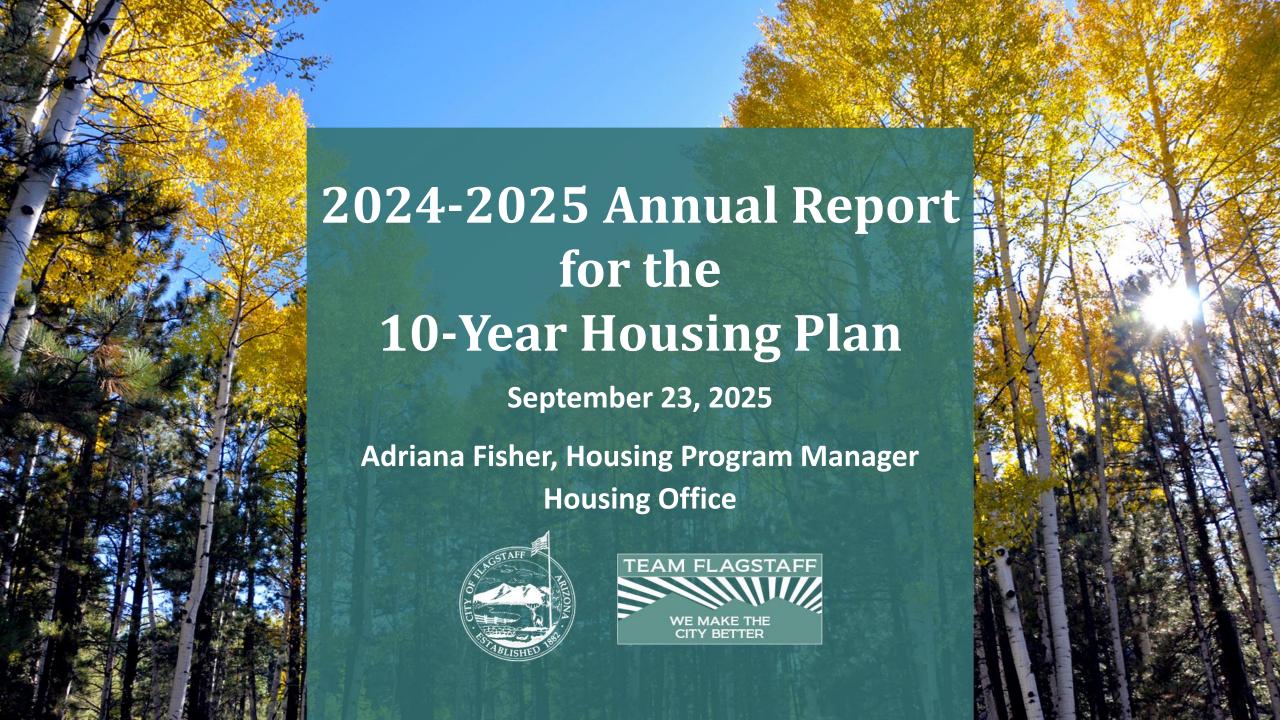
Legislative Efforts

The 10-Year Housing Plan identifies that many of the most significant barriers to affordable housing across all income levels are deeply embedded in state and federal policies, limiting municipalities like Flagstaff from implementing equitable, locally driven solutions. In response, the Flagstaff City Council and organizations such as the Arizona Housing Coalition have remained committed to advocating for local, state, and national legislative reforms to address housing unaffordability and expand opportunities for all residents.

Conclusion

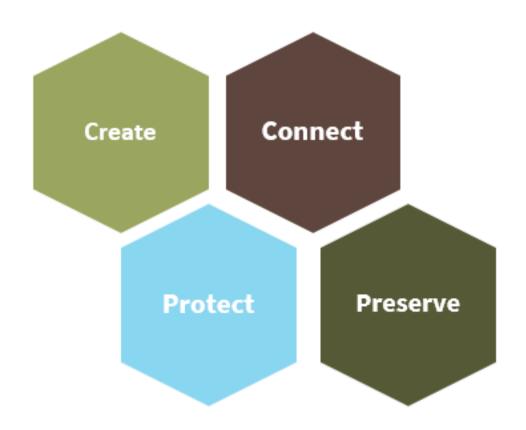
While Flagstaff has made measurable progress toward expanding affordable housing options, the challenge of housing affordability remains significant. High homeownership and rental housing costs continue to strain many residents, particularly first-time buyers and essential workers. These ongoing challenges underscore the urgent need for comprehensive, sustained, and multi-layered solutions.

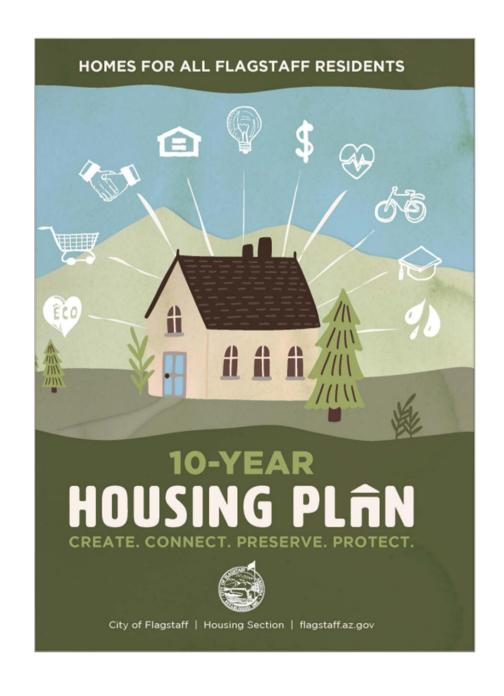
The City of Flagstaff's commitment to addressing the Housing Emergency is unwavering. Through continued collaboration with community partners, data-driven strategic planning, and meaningful engagement with residents, the City is actively working to build a future where safe, stable, and attainable housing is a reality for every Flagstaff resident. Together, these efforts lay the foundation for a more resilient, inclusive, and equitable community.



Agenda

- Overview of the 10-Year Housing Plan
- 2024-2025 Annual Report
- Questions/Comments





10-Year Housing Plan Overview

- Adopted: 2022
- Purpose: Housing for all!
- Overarching Goal: Reduce affordable housing need by half
- Elements:
 - Impact 6,000+ LMI residents
 - Create/preserve 7,976 homes (10%+ affordable)
- 13 Robust Policy Initiatives
- 58 Comprehensive Strategies

Report Overview

- Market Condition Overview
- 2024-2025 Highlights
- Overarching Goal Progress to Date
- Strategy Progress
- Housing Resources & Community Efforts
- Community Collaboration
- Legislative Efforts



2024-2025 ANNUAL REPORT

FOR THE 10-YEAR HOUSING PLAN





City of Flagstaff | Housing Office | flagstaff.az.gov/4553

2025 Housing Market **Conditions** -**Ownership**

Cost of Living:
21.2% Over
National Average

Housing Costs: 51.6% Over National Average

Median Home: \$685K

Average Days on the Market: 49

Housing Stock: 24% are Under \$500K

Needs: Dual Incomes, Financial & Family Support

2025 Home Prices



Condo - \$345,000

Income Needed: \$82,000-\$95,000

Down Payment: 3% (\$10,350)

Interest Rate: 7.125%

Debt-to-Income: 45%

Monthly Housing Payment: \$3,078

(w/\$250 HOA)

Single-Family Home - \$787,000

• Income Needed: \$165,000-\$177,000

• Down Payment: 3% (\$23,610)

• Interest Rate: 6.875%

• Debt-to-Income: 45%

Monthly Housing Payment: \$6,104

2025 Housing Market Conditions - Rental

Rent: 6% Over National Average of \$2,200/mo

Average Rent: \$2,234/mo

Rent for 2 BR: \$1,992/mo

2024-2025 Assistance Overview

July 2024-June 2025 Highlights Residents Assisted

406

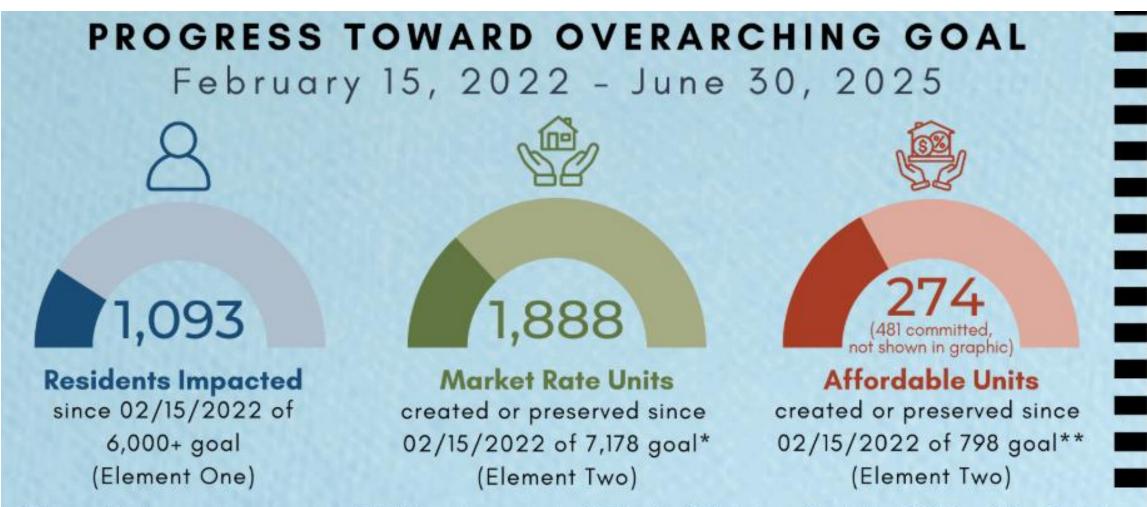
Market Rate Units Created or Preserved

831

Affordable Units
Created or Preserved

114

Progress Monitoring and Impact



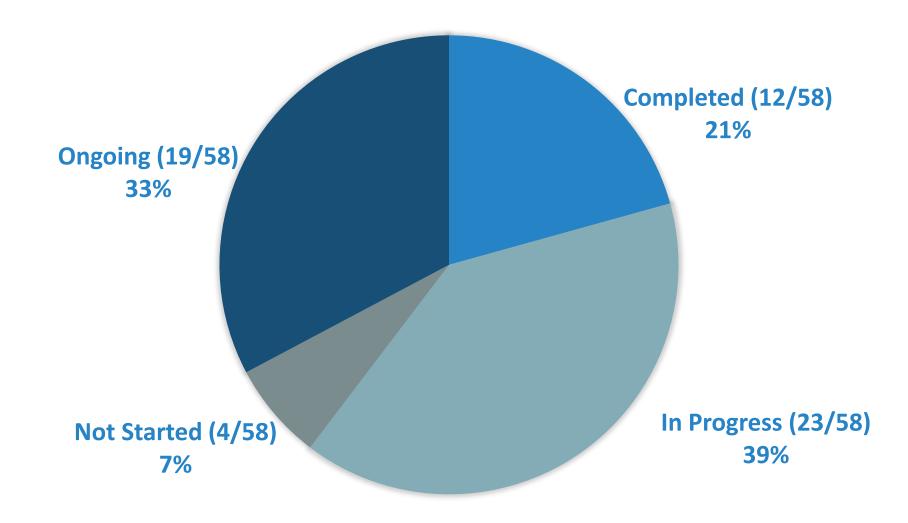
*The goal is to create or preserve 7,976 housing units by 2031 with 10% being affordable (7,976 - 10% = 7,178).
**10% of 7,976 total units created or preserved is 798.

Mapping the Housing Continuum in Flagstaff



https://gis.flagstaffaz.gov/portal/apps/sites/#/opendata

Strategy Progress





Cost-saving tools and techniques for development (Create 5.2)

Strategies Completed 2024-2025



New Housing Navigator (Connect 1.2)



Protections for fair housing classes (Protect 1.3)

Strategies in Progress: Regional Plan Update



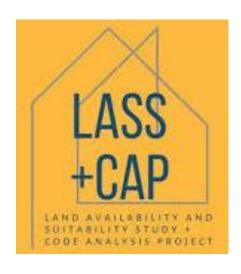
- Update Plan for higher density (Create 2.1)
- Identify suburban areas for increased density (Create 2.2)
- Revise for cost-saving methods (Create 2.3)
- Remove adaptive reuse barriers (Preserve 1.2)

Strategies in Progress: Not Project-Specific

- Explore land trusts and partnerships for ownership (Create 1.8)
- Create a land and unit acquisition fund (Create 3.2)
- Identify ongoing resources (Create 3.3)
- Acquire and rehabilitate properties (Preserve 2.2)



Housing Resources & Community Effort Highlights









- Bond Programs
 - Rental Incentives \$5M (allocated)
 - Homebuyer Assistance \$7M (in progress)
 - Adaptive Reuse \$3M (in progress)
 - Redevelopment of City-Owned Housing - \$5M (underway)
- CDBG Allocation Increase
- Regional Plan
- LASS+CAP











A RESOURCE AND EDUCATION
EVENT

About the Event:

Attendees will receive expert guidance from housing professionals on the homebuying process, have the chance to ask questions in an open, informational setting, and learn how eligible first-time Flagstaff homebuyers can access up to \$50,000

What to Expect:

- Down Payment & Closing Cost Assistance Resources
- Overview of the Homebuying Process

Community & Planning Partners

- Northern Arizona Association of Realtors (NAAR)
- NAU Housing Security and Sustainability Pod
- Continuum of Care (CoC)
- Coconino County Community Action Advisory Board (CAAB)

Legislative Barriers and Efforts



State limits on local control



Advocacy continues:

City Council
AZ Housing Coalition

Questions or Comments?

Thank you!





CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Pedersen, Capital Improvements Project Manager

Co-Submitter: Michelle McNulty

Date: 09/16/2025
Meeting Date: 09/23/2025



TITLE:

John Wesley Powell Project Update

DESIRED OUTCOME:

Staff will provide an update on the status of the John Wesley Powell Project

Executive Summary:

This update to Council will include the latest information on the planning and engineering aspects of the JW Powell Extension Project.

Information:

Financial Impact -

This project is not currently requesting funding or contractual approval.

Policy Impact -

There are no policy impacts.

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

Sustainable. Innovative Infrastructure

Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs

Environmental Stewardship

Actively manage and protect all environmental and natural resources

Council Goal 2017 -- 2019 - Transportation and Other Public Infrastructure

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Council Goal 2017 -- 2019 - Environmental and Natural Resources

Actively manage and protect all environmental and natural resources

Region Plan Goal -- Environmentally Sensitive Lands Goals and Policies

Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

Team Flagstaff Strategic Plan -- Priority 3

Deliver outstanding services through a healthy environment, resources, and infrastructure.

Has There Been Previous Council Decision on This:

The JW Powell Extension Project has been before City Council fifteen times in the past seven years.

- > 25 October 2016 (Council Work Session) Discussion on Infrastructure and Public Facilities Planning and Engineering in the John Wesley Powell Boulevard area.
- > 6 February 2018 (Council Meeting) Award of contract to Peak Engineering for design and planning services.
- > 24 April 2020 (Council Budget Retreat) JW Powell Blvd Extension discussed during the Capital Programming update.
- > 27 October 2020 (Council Work Session) -- Land Use Framework and engineering design update shared for the original alignment.
- > 5 October 2021 (Council Meeting) -- Project update and Change Order 4 approved by Council.
- > 31 March 2022 (Five-Year Summary Retreat) -- JW Powell Blvd Extension discussed in project prioritization.
- > 22 April 2022 (Council Budget Retreat) -- JW Powell Blvd Extension discussed during the Capital Programming update.
- > 28 June 2022 (Council Meeting) -- Council direction sought on proposed alignment for new roadway.
- > 7 July 2022 (Council Meeting) -- Council finalized proposed alignment for new roadway.
- > 30 May 2023 (Council Meeting) -- Project update and discussion on Specific Plan and Scope of Change Order 5.
- > 9 April 2024 (Council Meeting) -- Project update .
- > 8 October 2024 (Council Meeting) -- Project update.
- > 3 December 2024 (Council Meeting) -- Approvals of Development Agreements with Little America, JP325, LLC, STL405, LLC, Kelly J. and Christy R. Gibson for the construction of JWP across their properties and the 1st Amendment to Canyon Del Rio Development Agreement regarding the JWP extension.
- > 1 July 2025 (Council Meeting) -- Change Order 7 for Engineering Design.
- > 23 September 2025 (Council Meeting) -- JWP Planning and Engineering Update.

Background/History -

On 20 February 2018, City Council approved the contract with Peak Engineering, Inc. for the John Wesley Powell Area Specific Plan Study to develop a Specific Plan to guide the future private development of public infrastructure, utilities and public facilities (schools, fire/police stations, libraries, parks, etc.).

In November 2018, voters approved Proposition 419 which allocated a proportional share of funding for roadway and bike and pedestrian improvements along the future John Wesley Powell Boulevard extension.

On 27 October 2020, City Staff and the JW Powell Design Team presented an update to City Council regarding the current design work and the Land Use Framework.

On 28 January 2021, the JW Powell Design Team conducted a corporate meeting with the small-parcel property owners and consequential one-on-one meetings with small-parcel property owners who requested to meet regarding specifics to their respective parcels. Starting in May 2021, the JW Powell Design Team began to meet with the large-parcel property owners individually.

On 28 June and 7 July 2022, City Council, along with copious community input, selected the final alignment for the new JWP roadway extension. The final alignment shifts the alignment to the west and out of the South Fourth Street corridor.

On 03 December 2024, City Council approved three separate development agreements to secure the location of the JWP extension.

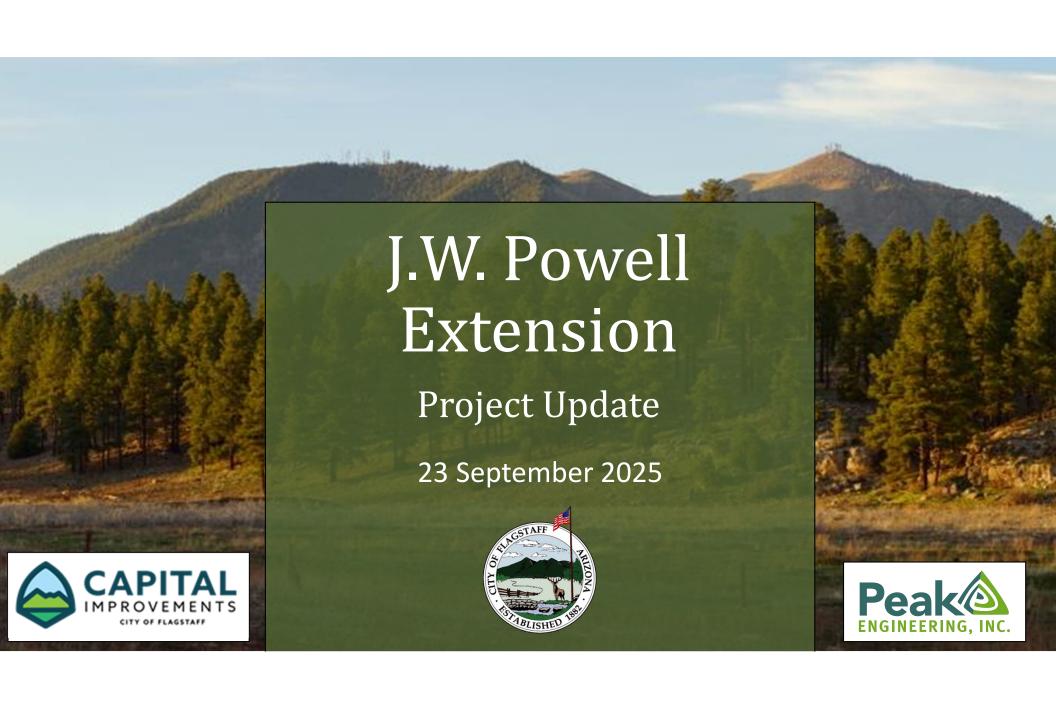
On May 14, 2025, the City of Flagstaff held a second Open House for the general public, following up on the initial April meeting to gather feedback from property owners. This Open House followed the same format, with stations on the specific plan process, transportation, land use, housing, and services, trails, and open space and wildlife staffed by project team members and topic experts. Feedback from these meetings will inform the plan's content. It is anticipated that the draft plan will be made publicly available in late fall 2025 for review and comment and staff will present the draft plan to various commissions, including the Transportation Commission and the Open Space Commission and to various community groups. After public feedback has

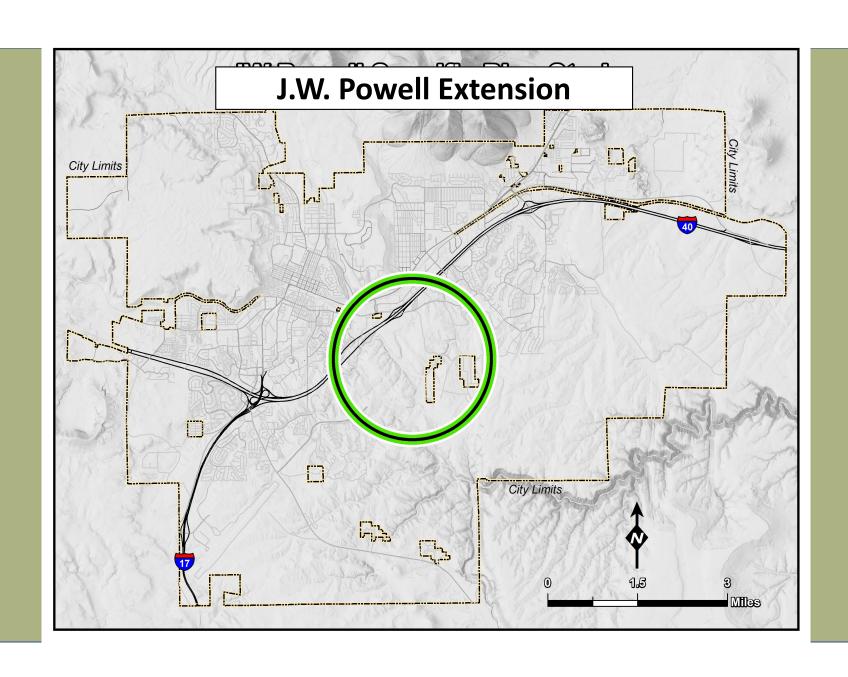
been incorporated as appropriate, the plan will go to Planning and Zoning Commission for recommendation of approval and then to City Council for final adoption. It is anticipated that final adoption will occur in late winter 2025 or early spring 2026.

Attachments: Presentation

<u>Мар</u>

Vicinity Map

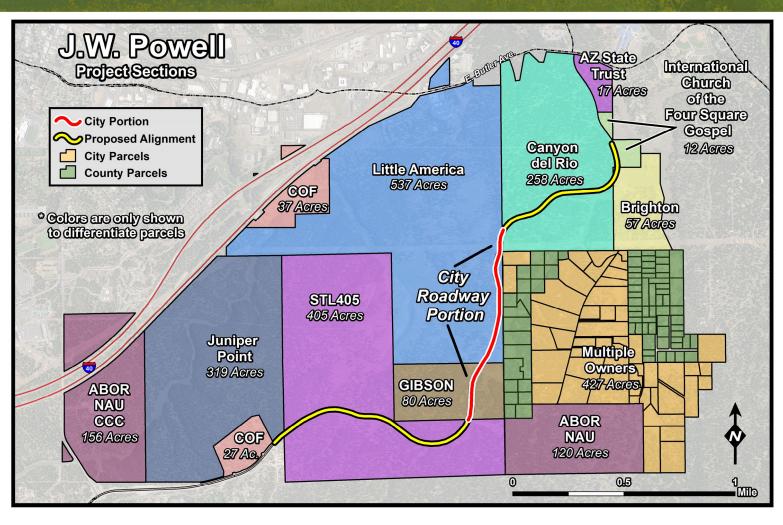






J.W. Powell Extension







Engineering Update



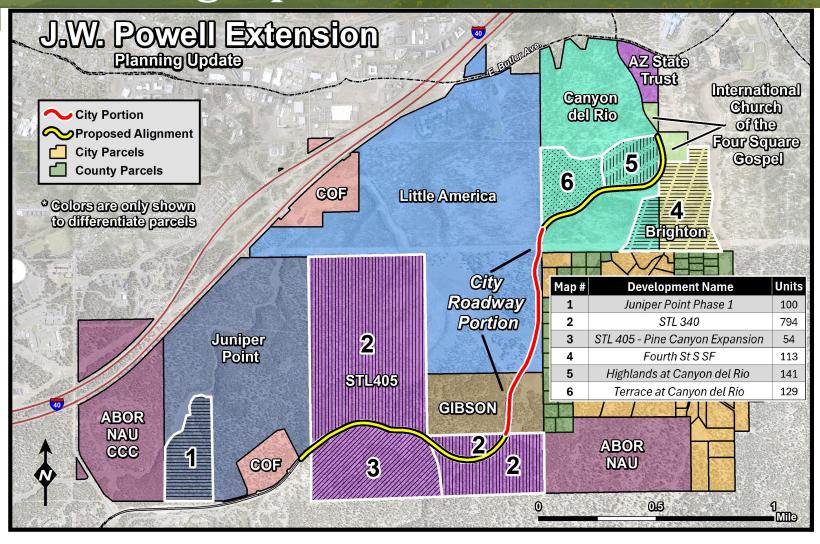
Since Change Order – July 2025

- Coordination meetings with developers' engineers to align utilities, landscape design and review access/intersections
- Updated sewer master plan for current conditions and approved planning applications
- Conducted geotechnical field investigation testing and report in progress
- Prepared RSOQ for CMAR Contractor
- Rio de Flag crossing report nearing completion (comparative analysis of bridge, concrete arch structures, pipes and boxes)
- 60% design underway for City's segment of JWP roadway and utilities, targeting early November for milestone



Planning Update







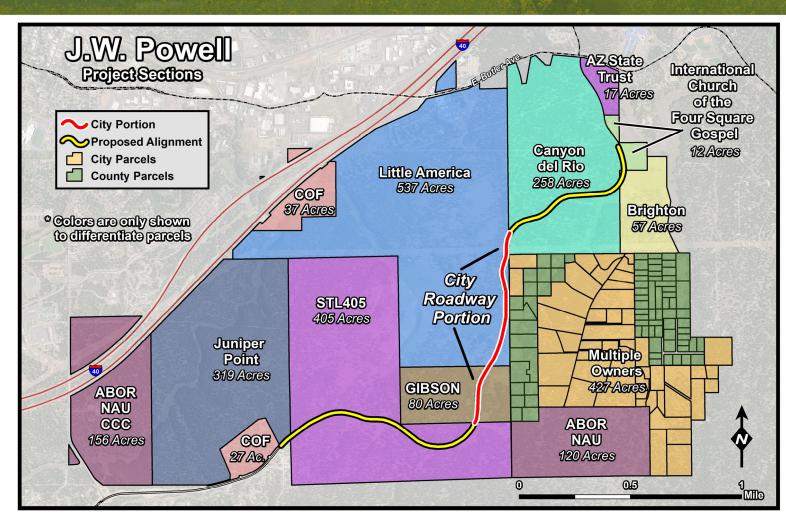
J.W. Powell Extension



COMMENTS & QUESTIONS



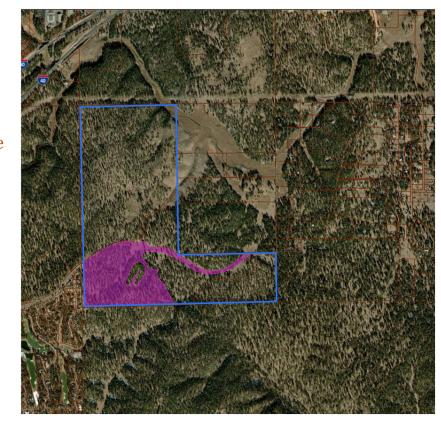
www.flagstaff.az.gov/ jwpspecificplan





We Had a Plan – But We Listened

- Heard from the community, staff, and Council
- Recognized the need to amend the original plan
- Withdrew our rezone and started from scratch
- Refocused on Goals & Objectives of the Community
- Grounded in Values and Culture



Starting with Goals and Objectives

- Missing Middle Housing
 diversity of housing types 10% of citywide housing plan
- Community Partner –
 Delivering JWP Road, water
 & sewer
- Economic Driver Jobs today, more with commercial & lodging
- Conservation Protecting resources & practicing sustainability













Embracing Values and Culture

- Open Space Preserved as a defining community asset
- AZ Trail, Streams, Ponds &
 Wildlife Integrated into the plan for recreation and habitat
- Biodiversity Protected through thoughtful land use and design
- Water Sustainability & Conservation –
- a. Proven strategies from Pine Canyon (PC): advanced irrigation systems, reclaimed water use, and efficient landscape design
- b. Carrying these practices forward to STL340



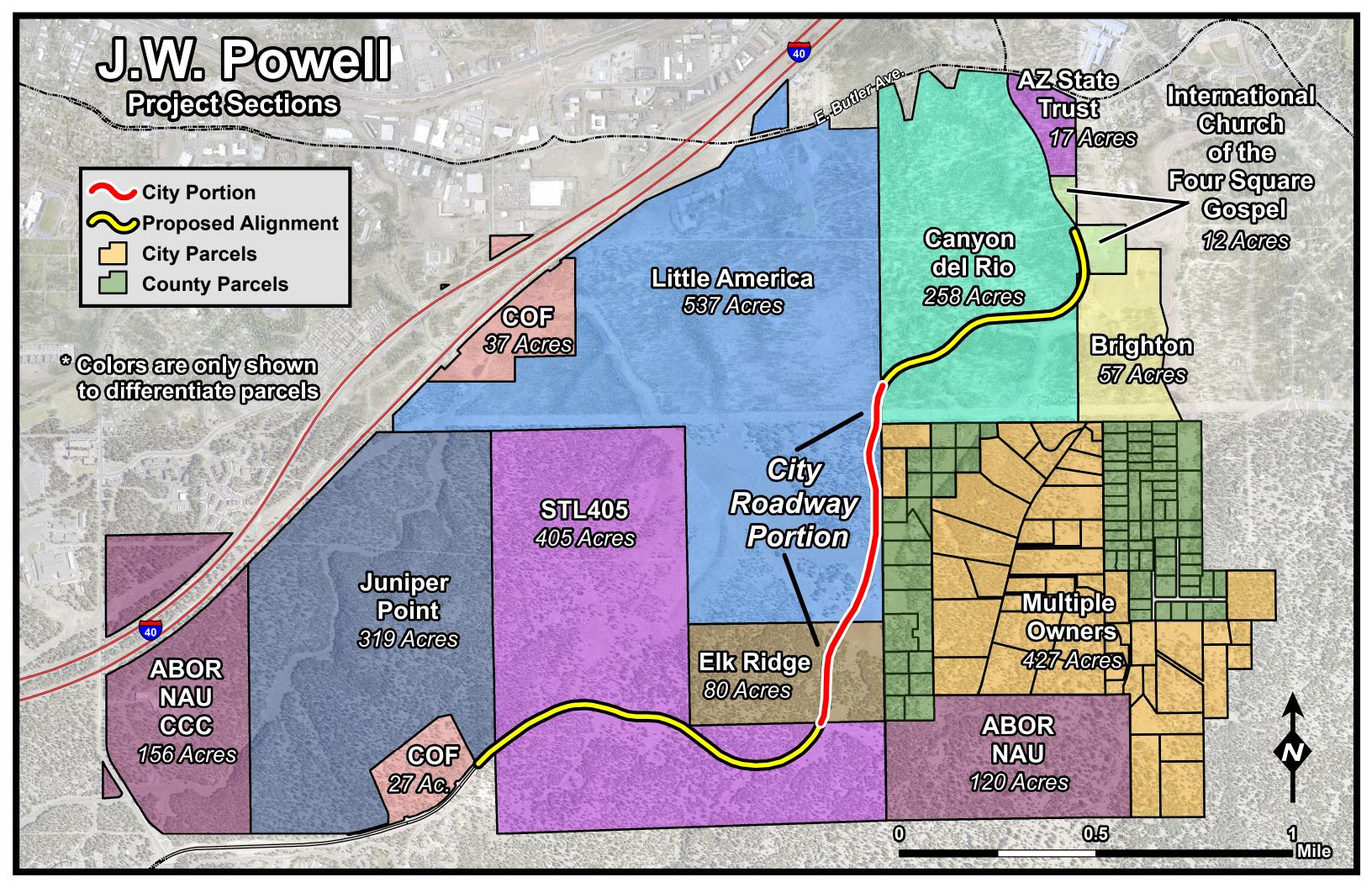
Balancing Competing Priorities

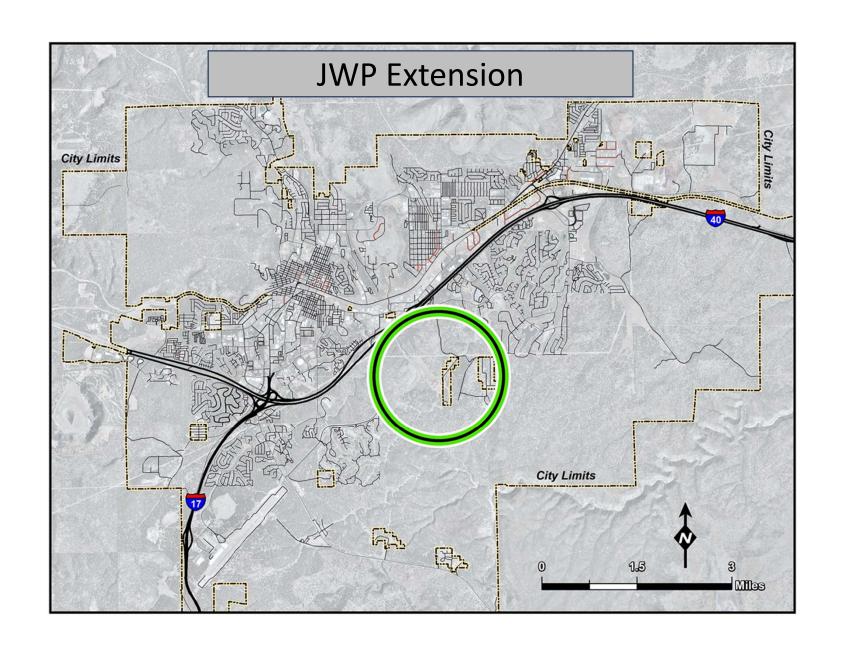
- •**Housing** Meeting community needs with diverse options
- •Infrastructure Partnering to deliver essential systems
- •Economy Driving jobs, commerce, and tourism
- •Environment Preserving open space, water, and biodiversity

In a jurisdiction of competing priorities, STL340 delivers on all of them.









CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Lee Williams, Water Services Division Director

Date: 09/16/2025
Meeting Date: 09/23/2025



TITLE:

Discussion of Amended Agreement regarding reclaimed water for Pine Canyon

DESIRED OUTCOME:

Informational only - This is an opportunity to give details on the amended Reclaimed Water Agreement with Pine Canyon Golf LLC to provide transparency to City Council and the public.

Executive Summary:

Pine Canyon Golf LLC is a current reclaimed water customer and wishes to amend their current Reclaimed Water Agreement ("Agreement") for several purposes:

- 1. To make clerical corrections to parcels listed in the current Agreement
 - County Assessor Parcel number listed is corrected
 - · Latitude and longitude listed are corrected
- 2. Extend their private distribution system to the parcel adjacent to the existing use parcel to expand use of their already allotted water for a new amenity. As the Agreement is tied to a specific parcel, an amendment is needed to convey the water to any additional parcels not identified in the current Agreement.
- 3. Pine Canyon Golf LLC will reduce their annual allotment from 360,000,000 million gallons per year to 253,000,000 million gallons per year; a nearly 30% reduction to their allotment to accomplish this expansion. This has the potential to free up capacity within the reclaimed water system.
- 4. Make the start date of the Agreement to the date that the amendment is executed for the standard five-year term.

Information:

Applicable City Code

- City Code:
 - 7-02-001-0026 I. The Director shall approve, execute and enforce reclaimed water agreements, for the
 purpose of expanding the reclaimed water program to all residential and nonresidential reusers located
 adjacent to existing public reclaimed water pipelines.
 - 7-03-001-0014 E. No person shall: d. Irrigate golf courses with potable water.
- Council-adopted 2014 Water Policies:
 - Section C3 Reclaimed Water Agreements
 - Policy C3.1 The Utilities Division shall require each user to have a direct delivered Reclaimed Water Agreement which may be modified from time to time by mutual agreement of the parties. These Agreements should contain at a minimum: user name, address, place of use, point of delivery, delivery schedule (i.e., maximum peak day, maximum monthly and annual volume),

price, termination date, and other applicable information and contract terms as appropriate. Reclaimed water will be considered and allocated on a first come, first serve basis, but entering a Reclaimed Water Agreement shall remain solely within the City's discretion. Any proposed modifications to the terms of an existing Reclaimed Water Agreement (e.g., change of intended use, place of use, delivery schedule or other modifications) will require the applicant to obtain a new Reclaimed Water Agreement which may be entered into or denied within the City's sole discretion. (See Flagstaff City Code, Section 7-02-001-0023)

- Section C4 Reclaimed System Capacity
 - Policy C4.2 Reclaimed Water System Capacity Allocation Program: The Utilities Division shall track and monitor existing and proposed peak day and average annual reclaimed water deliveries in order to prevent exceeding the City's ability to meet contracted for demands. When system capacity has been approached or there are supply limitations for any reason, the Utilities Director will stop issuing any new Reclaimed Water Agreements until such time that additional reclaimed water supplies are available. In the event of a reclaimed water shortage, the shortfall will be spread equitably across all reclaimed water customers.
- Section C7 Uses, Allocation and Priority
 - Policy C7.1 The Utilities Division should continue to recommend updates to policies and ordinances that encourage the Direct Reuse of reclaimed water where appropriate and consistent with State and Federal laws.
 - Policy C7.2 Golf courses, other large turf areas (e.g., schools, parks, etc.) and amenity lakes shall use Direct Reuse of reclaimed water.
 - Policy C7.3 The priority uses or future allocations of reclaimed water are:
 - a. Renewal of Reclaimed Water Agreements with Existing Users. First priority shall be given to those users that already have a valid Reclaimed Water Agreement for the delivery of reclaimed water. If requested by such existing user, the Utilities Division shall renew a Reclaimed Water Agreement provided that all applicable financial and legal requirements of City, State and Federal laws have been met. These Agreements shall be binding upon any successors and assigns who acquire the property that is benefitted by the Reclaimed Water Agreement and shall not be transferred or assigned without the City's written consent, which shall not be unreasonably withheld.
 - b. Water Conservation. Conserve potable water through the Direct Reuse of reclaimed water by converting existing uses of potable water to reclaimed water, where allowed by State Law.
 - c. Public Benefit. The Direct or Indirect Reuse of reclaimed water should be encouraged as a significant water management tool to sustain or promote economic vitality, augment the City's water supply (e.g., Groundwater Recharge and Recovery), and support contracted for deliveries for riparian habitat, wetlands or ponds.

Participated in City's Reclaimed Water Rebate Incentive Program in ~2002

• Pine Canyon, as "Lone Tree Investment, LLC", participated in the City's reclaimed water rebate incentive program. Reclaim customers received annual rebates of 10% of the cost incurred by them to convert their systems to reclaimed water and/or to extend reclaimed waterlines to their sites. The rebates offered a low cost method of financing reclaimed water extensions. Lone Tree Investment, LLC paid for the extension of a 16-inch reclaimed water line along Lone Tree and the extension of a 12-inch reclaimed water line across the Pine Canyon development to the future regional park boundary. Lone Tree Investment, LLC received 10 payments of \$107,495.19 from about 2002-2011

Attachments: Amendment

PC Reclaimed Water Agreement

<u>Map</u>

PowerPoint

When recorded return to:

Gammage & Burnham, PLC Attn: Lindsay Schube 40 North Central Ave., 20th Floor Phoenix, Arizona 85004

Water Services Director City of Flagstaff 2323 North Walgreens St., Suite 1 Flagstaff, Arizona 86004

FIRST AMENDMENT TO DIRECT DELIVERED RECLAIMED WATER AGREEMENT

This FIRST AMENDMENT TO DIRECT DELIVERED RECLAIMED WATER AGREEMENT (this "Amendment") is made and entered into this ____ day of ______, 2025 ("Effective Date"), by and between the CITY OF FLAGSTAFF, a municipal corporation organized and existing under the laws of the State of Arizona (the "City"), and PINE CANYON GOLF, LLC, an Arizona limited liability company ("Buyer"). The City and Pine Canyon are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS:

- A. The Parties entered into that certain Direct Delivered Reclaimed Water Agreement, attached to this document as **Exhibit "A"** (the "**Agreement**").
- B. The Agreement allocates sufficient reclaimed water to meet demand of 30,000,000 gallons of reclaimed water per month (360,000,000 gallons per year) to Buyer.
- C. Buyer has invested considerable resources towards increasing irrigation efficiency, resulting in Unused Effluent under the Agreement.
- D. The City desires to reacquire a portion of the Unused Effluent and Buyer wishes to offer back a portion of this effluent.
- E. The Parties desire to amend the Agreement to reduce the amount of effluent allocated to Buyer, update provisions relating to the Agreement's duration, and clarify the place of use described under the Agreement.
- F. <u>Sections 12 and 26</u> of the Agreement grant Buyer and the City, through the City's Water Services Director, the ability to amend and modify the Agreement.
- G. The Parties have agreed to amend the Agreement in accordance with the terms of this Amendment.

12296.8.5291499.6 9/16/2025

AMENDMENTS

NOW, THEREFORE, the Agreement is hereby amended as follows:

- 1. <u>Place of Use.</u> <u>Section 1</u> of the Agreement is hereby deleted and replaced with the following:
 - "1. **Place of Use**. Reclaimed water delivered by the City under this Agreement shall be used by Buyer on the following described property (the "**Property**"), for the uses described in Section 2 "Intended Use/Quality Standards."

PROPERTY NAME: Pine Canyon Golf

POINT OF DELIVERY ADDRESS: 3000 South Clubhouse Circle

LEGAL DESCRIPTION: Coconino County APNs 10510100D,

10510001F, 10510159C, 10510160B, 10510161B, 10510162B, 10510163A, 10510164B, 10510165, 10510172A, 10510267, 10510269, 10510547 and

10610004

APPROXIMATE ACRES: 366.05"

- 2. <u>Allotment. Section 1.1</u> is hereby added to the Agreement, as follows:
 - "1.1 **Annual Allotment.** Subject to the provisions of this Agreement, the City shall allocate 253,000,000 gallons of reclaimed water per year to Buyer (the "**Annual Allotment**") and shall deliver the Annual Allotment to the Property, as needed by Buyer for the Intended Use.

The Annual Allotment shall be divided into twelve (12) monthly deliveries (each a "**Monthly Delivery**"). Each Monthly Delivery shall be determined by Buyer, at its sole discretion, based on the Intended Use described in Section 2 of this Agreement. In no event shall any single Monthly Delivery exceed 27,000,000 gallons, nor shall the sum of all twelve Monthly Deliveries exceed 253,000,000 gallons."

- 3. <u>Duration</u>. The duration of the initial term of this Agreement shall be five (5) years from the Effective Date of this Amendment. The Effective Date is the date when both Parties have signed the Amendment.
- 4. <u>Effect as an Amendment; Recitals</u>. Except as expressly modified hereby, the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control. The Recitals of both the Agreement and this Amendment are incorporated herein.
- 5. <u>Counterparts</u>. This Amendment may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

[Signature pages follow]

[SIGNATURE PAGE TO FIRST AMENDMENT TO DIRECT DELIVERED RECLAIMED WATER AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Direct Delivered Reclaimed Water Agreement to be effective as of the date set forth above.

	BUYER:	
	PINE CANYON GOLF, LLC, an Arizona liability company	imited
	By: Name: Title:	
STATE OF)		
	wledged before me this day of of PINE CANYON GOLF, LLC, an thereof.	, 2025,
	Notary Public	
NOTARY SEAL:		

12296.8.5291499.6 3 9/16/2025

[SIGNATURE PAGE TO FIRST AMENDMENT TO DIRECT DELIVERED RECLAIMED WATER AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Direct Delivered Reclaimed Water Agreement to be effective as of the date set forth above.

		CITY:
		CITY OF FLAGSTAFF , a municipal corporation organized under the laws of the State of Arizona
		By: Name: Title:
STATE OF		
County of) ss)	
The foregoing by	instrument was acknowledge, the	owledged before me this day of, 202 of CITY OF FLAGSTAFF , a municipal State of Arizona on behalf thereof.
		Notary Public
NOTARY SEAL:		

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Exhibit "A"

Direct Delivered Reclaimed Water Agreement



City of Flagstaff



Direct Delivered Reclaimed Water Agreement

This agreement ("Agreement") is made and entered into by and between the City of Flagstaff Water Services Director on behalf of the City of Flagstaff ("City"), and

BUYER	Pine Canyon Golf LLC	
ADDRESS:	3000 S Clubhouse Circle	
CITY - STATE - ZIP:	Flagstaff, AZ 86005	·

WHEREAS, Buyer is a current reclaimed water customer of the City, and Buyer desires to continue purchasing reclaimed water for purposes that do not require potable water quality under City, State, or Federal regulations; and

WHEREAS, the City has authority under A.R.S. §9-511(A), and Flagstaff City Code Section 7-02-001-0024 to enter into an agreement to sell reclaimed water to Buyer; and

WHEREAS, the City and Buyer had a past agreement, and desire to enter a new agreement of the sale and use reclaimed water; and

WHEREAS, the City owns and operates a treatment and delivery system (Rio de Flag Water Reclamation Plant ("WRP") and/or Wildcat Hill WRP) which is capable of delivering to Buyer reclaimed water that meets quality standards applicable to a landscape irrigation system as set forth in Arizona Administrative Code, Title 18, Chapter 11. Article 3, Reclaimed Water Quality Standards; and

WHEREAS, the City owns and operates a public reclaimed water pipeline from the WRP .to the Buyer's Property Line which is the Point of Delivery as referenced throughout this Agreement; and

WHEREAS, Buyer has constructed, owns, operates, and maintains a private reclaimed water distribution system from the Buyer's Meter to the Buyer's property ("Buyer Reclaimed Water Facilities").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the City hereby agrees to sell and Buyer hereby agrees to purchase reclaimed water from the City, subject to the following terms and conditions:

1. Place of Use. Reclaimed water delivered by the City under this Agreement shall be used by Buyer on the following described property ("the Property"), for the use described in paragraph 3 below:

PROPERTY:	Pine Canyon Golf
PROPERTY SITE ADDRESS:	3000 S Clubhouse Circle
CITY - STATE - ZIP:	Flagstaff, AZ 86005
PHONE:	(415) 517-8802
LOCAL CONTACT PERSON: (for notice hereunder)	Josh Clevenger
E-MAIL ADDRESS:	iosh@pinecanyon.net
COUNTY ASSESSOR PARCEL #:	105-10-497
LONGITUDE:	35.16496045437557

LATITUDE:	-111.63729846429639	
APPROXIMATE ACRES:	600	
TYPE OF REUSE:	Landscape Irrigation Snowmaking at 18 th hole (Only in Winter)	
PEAK MONTHLY WATER DELIVERY SCHEDULE:	30,000,000	

- 2. Intended Use/Quality Standards. Buyer intends to use the reclaimed water delivered by the City for the purpose of landscape irrigation ("Intended Use"). If required, the Buyer is responsible for conducting all testing and analysis of the reclaimed water at the Point of Delivery (defined below) to ensure that it meets all applicable standards under City, State, and Federal law and is of adequate quality for Buyer's Intended Use. City is not obligated and shall not be required under this Agreement to meet standards higher than those imposed pursuant to City, State, or Federal requirements.
- 3. Point of Delivery/Maintenance Obligations. The City shall deliver the reclaimed water contemplated by this Agreement to the existing Buyer's Property Line also known as the "Point of Delivery". Buyer agrees that it shall accept, test (if required) and measure the reclaimed water at the Point of Delivery. The Point of Delivery consists of a meter box, meter, valves, and other appurtenances necessary to meter reclaimed water (collectively, the "Meter Box"). The City shall be responsible for maintaining and operating the public reclaimed water system, up to and including the Meter Box. Buyer shall be responsible for maintaining and operating all mechanical items and associated equipment with the Buyer Reclaimed Water Facilities from the Meter Box to the Property, including any and all areas where Buyer directly or indirectly uses reclaimed water (collectively the "Place of Use"). The Parties further agree that the City shall be responsible for meeting all applicable obligations for the reclaimed water while the reclaimed water is within the Meter Box; and that the Buyer shall be responsible for meeting all applicable obligations from the point where the reclaimed water leaves the Meter Box and enters the Buyer Reclaimed Water Facilities, and to any and all Places of Use.
- 4. Monthly Rate. The base monthly service charge applies whether the water meter is active or inactive, as set forth in Title 7 of the Flagstaff City Code. Nothing herein shall excuse Buyer from payment of service or other charges, such as the base monthly service charge, as are applicable to the time, place, or manner of service and delivery.
- 5. Costs to Buyer. All cost and expense arising from or related to the use of reclaimed water by Buyer, including, but not limited to those associated with the construction, maintenance, and operation of the reclaimed water delivery system on the Property, shall be the sole responsibility and obligation of Buyer.
- 6. Compliance with Regulations. In connection with its duties and obligations under this Agreement, Buyer, at its sole cost and expense, shall comply with all Federal, State and local laws, regulations, ordinances, permits and standards that now exist, and as may be enacted in the future, including those that pertain to the use, handling and distribution of reclaimed water. Such laws, regulations, ordinances and standards may include, but not be limited to, requirements and restrictions governing use of reclaimed water; limits on reclaimed water contact with residents, guests, invitees, employees, members of the public, and adjoining properties; control of access to reclaimed water, its delivery system, and the area of storage and use; and warning signs on Buyer's reclaimed water delivery system, and use of reclaimed water on the Property. All deliveries of reclaimed water by the City to the Point of Delivery shall be made in accordance with the City's ordinances, rules, and regulations.
- 7. Buyer's Responsibilities. The Buyer shall comply with all applicable City, State, and Federal standards now or in the future, pertaining to the use of reclaimed water, including but not limited to:
 - a) The Buyer shall provide and install sufficient signage as required by State law for reclaimed water use. Such signs shall be prominently displayed at each reuse site.
 Said signs shall be placed at a minimum at all logical point of entry to each reuse site,

- at the entrance to all lakes and ponds at each reuse site, at all plumbing outlets, and at all hose bibs providing reclaimed water or other locations as required by the City's permits with ADEQ.
- b) The Buyer shall prevent reclaimed water from standing on open access areas during normal periods of use.
- c) The Buyer shall prevent reclaimed water from coming into contact with drinking fountains, water coolers, or eating areas.
- d) The Buyer shall secure hose bibs discharging reclaimed water to prevent use by the public.
- e) The Buyer shall take such other precautions as may be prudent to retain reclaimed water within the Place of Use.
- 8. Continuation of Service. Continuation of service after the expiration of this Agreement is within the City's sole discretion, and is subject to the City's inspection of Buyer's on-site reclaimed water storage and reuse system in order to verify the installation of proper backflow prevention equipment, signage, and any other applicable requirements for the storage and use of reclaimed water including all applicable City, State, and Federal requirements.
- 9. Duration and Termination of Service. The duration of this Agreement shall be five (5) years from date approved and executed. Termination of this Agreement prior to its expiration date may occur in the event that the Buyer becomes insolvent or remains in a state of default for a period longer than thirty (30) days, at which point this Agreement will terminate with no further action of the Parties. Additionally, either Party may terminate this Agreement with or without cause by providing the other Party with at least thirty (30) days advance written notice.
- 10. Renewal. This Agreement may be renewed or extended for up to three (3) additional five (5) year terms by mutual written consent of the parties. The Water Services Director, or their designee shall have authority to approve renewal on behalf of the City.
- 11. Potential Disruption of Service. Buyer hereby agrees and acknowledges the possibility that the City may be required to permanently or temporarily terminate, in whole or in part, delivery of reclaimed water to the Buyer for any number of reasons, including, but not limited to emergency conditions, water quality or other regulatory issues, peak demands, insufficient water supply, or planned system maintenance. The City will use its best efforts to provide advance notice to Buyer of any permanent or temporary termination of reclaimed water delivery. Buyer shall be solely responsible for any damage that may be caused to Buyer-owned facilities by such permanent or temporary termination in the reclaimed water delivery. In the event of an emergency which requires the City to temporarily suspend or curtail delivery of reclaimed water to Buyer, Buyer understands and agrees that the City will turn off the Meter Valve at the Point of Delivery. In order to accommodate peak demand periods or planned maintenance of the public reclaimed water delivery system, the City shall provide Buyer with at least twenty-four (24) hour notice of the need to completely cease reclaimed water usage, or to reduce the volume of reclaimed water used at the Property. Upon receiving such notice, Buyer shall alter Buyer's reclaimed water usage in accordance with the City's request.
- 12. Resale or Off-Site Use of Reclaimed Water Prohibited. Buyer shall not, without the express written permission of the Water Services Director, deliver, use, or resell reclaimed water, either directly or indirectly, off-Property or to any other person or entity, or use the reclaimed water for any purpose other than the Intended Use.
- **13. Inspection**. Buyer acknowledges and agrees that, in order to verify compliance with this Agreement and with all applicable laws and regulations, the City, State, County or other agency with jurisdiction may inspect the Property being served with reclaimed water at any reasonable time.

- 14. Successors and Assigns. The Agreement shall be binding upon the successors and assigns of the City and the Buyer and may be assigned or transferred by either Party with the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Party seeking to assign, or transfer shall give the other Party thirty days' written notice of its intent to assign or transfer. If no response is made within the thirty-day period, the lack of a response will be deemed to be consent to the assignment or transfer. The assigning or transferring Party shall be released from any and all liabilities and/or obligations and/or performance arising, accruing or occurring under this Agreement after the time of that assignment or transfer and the other Party shall look solely to the assignee or transferee with respect to any such liabilities and/or obligations and/or performance under this Agreement.
- **15. Cancellation for Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
- 16. Insurance. Buyer shall maintain during the term of this Agreement, and during any renewal term of this Agreement, general liability insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) to cover any liability arising from the acts and omissions of Buyer, its officers, employees, or agents. The City shall be identified as an additional insured on any such policy. Buyer shall provide the City with a current certificate of insurance with respect to such coverage and conditions.
- 17. Indemnification. Buyer agrees to indemnify the City, and its past, present and future officers, officials, agents, representatives, employees, successors and assigns ("City Indemnitees") from all damages, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses) regarding Buyer's use or handling of the reclaimed water purchased pursuant to this Agreement. This indemnity obligation begins following Buyer's acceptance of the water at the Point of Delivery. Buyer's indemnity obligation pursuant to this paragraph shall not include any damages, losses, costs and expenses resulting from the City's failure to comply with any federal, state, or local law, statute, ordinance, rule, regulation or court decree.
- 18. Excusable Non-Performance. In the event of an act of God, natural catastrophe, war, civil insurrection, accident, act of governmental or judicial bodies other than the City, the failure of either Party to perform its obligation under this Agreement shall be excused for so long as the condition interfering with performance continues. The maintenance and operation of the City's sewage system and of the City's wastewater treatment plants shall be solely within the discretion of the City, and, in the event the City discontinues operation of its sewage treatment plant, or does not retain legal authority to provide reclaimed water or recovered reclaimed water, as the case may be, all obligations of either Party to perform under this Agreement shall terminate without prejudice to any claims or causes of action existing prior to such termination of this Agreement.

19. Default.

- a) Buyer's Default. The Buyer shall be in default under this Agreement if the Buyer: (i) fails to pay within ten (10) days of when due any sum or other payment required to be paid to the City by the Buyer under this Agreement; (ii) fails to perform or observe any other covenant, agreement or condition which the Buyer is required to perform or observe or breaches any other provision of this Agreement, and such failure or breach is not cured with in thirty (30) days after delivery of written notice to the Buyer of such failure or breach; (iii) is named as a debtor in any voluntary or involuntary bankruptcy proceeding; (iv) places substantially all of the Buyer's assets in receivership or causes or allows substantially all of the Buyer's assets to be subject to attachment or other judiciary seizure; or (v) makes or suffers a general assignment for the benefit of creditors. In the event that the failure or breach cannot be cured within thirty (30) days, the Buyer shall cure such failure or breach expeditiously or shall be in default.
- b) City's Default. The City shall be in default under this Agreement if the City fails to perform or observe any covenant, agreement or condition which the City is required to perform or observe, or breaches any other provision of this Agreement, and such failure is not cured with in thirty (30) days after delivery of written notice to the City of such failure. In the event that the failure or breach cannot be cured with in thirty (30) days, the City shall cure such failure or breach expeditiously or shall be in default.

- 20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are hereby superseded and replaced by this Agreement.
- 21. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona, and venue for any action under this Agreement shall be Coconino County, Arizona.
- 22. Waiver. Any waiver granted by either Party shall not be deemed effective except when specified in the waiver, in writing, and executed by the Party against whom enforcement of the waiver is sought. No waiver by any Party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any other breach of this Agreement or any other term, covenant or condition contained in this Agreement.
- 23. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions and conditions of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties to this Agreement, and none of the terms, provisions, conditions and obligations of this Agreement are for the benefit of, or may been forced by, any person not a party to this Agreement.
- 24. Severability. In the event that any phrase, clause, sentence, paragraph, section or other portion of this Agreement becomes illegal, invalid or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, invalid or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.
- 25. Venue and Attorneys' Fees. Except as otherwise agreed by the Parties, any litigation brought by either Party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party, as well as expenses incurred in connection with the prosecution or defense of such action.
- **26. Modification of Agreement.** This Agreement may be amended at any time by written amendment executed by both Parties. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties.
- 27. Dispute Resolution. In the event that a dispute arises out of or relates to this Agreement and such dispute cannot be settled through negotiation, the Parties shall first attempt to resolve the dispute in good faith by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each Party shall bear its own costs in mediation. The Parties shall not be obligated to mediate if an indispensable Party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the Parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation.
- 28. Authorization. The Parties to this Agreement represent and warrant that the persons executing this Agreement have full authority to bind the respective Parties to all of the terms and provisions of this Agreement.
- 29. Captions. The captions used in this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify this Agreement's terms and provisions.
- **30. Construction of Agreement.** This Agreement has been arrived at by fair negotiation and shall not be construed against either Party.

- 31. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
- **32. Notice.** Notice to be given to either party to the other relative to this agreement shall be hand-delivered or delivered by postage prepaid first-class U.S. mail to the "Local Contact Person". The "Local Contact Person" for the Buyer is listed under paragraph 1, Place of Use, above. The "Local Contact Person" for the City is:

Water Services Director City of Flagstaff 2323 N. Walgreens Street, Suite 1 Flagstaff, AZ 86004

Notice shall be effective upon actual receipt by the Local Contact Person.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date approved and executed below.

CITY OF FLAGSTAFF	Pine Canyon Golf LLC	
BY: Faclly W/S. Title: WATER SERVICES.	DIRECTOR Title: Asthonize & gent	
Attest:	Witness:	
Stacy Digitally signed by Stacy Fobar for Dix: cn=Stacy Fobar for, o=City of Flagstaff, o=City Gerks Office,		
Fobar for email-stacy, fobar@flagstaffaz.gov,		
City Clerk	SWANIE SACCENTE Notary Public Commission Number 581002	
Approved as to form:	Expires: April 21, 2024 Maricopa County	
Sterling T. Solomon Solomo	signed by Sterling T.	
City Attorney		
APPROVED and EXECUTED this	_ day of, 2022.	

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Commission Number 591002
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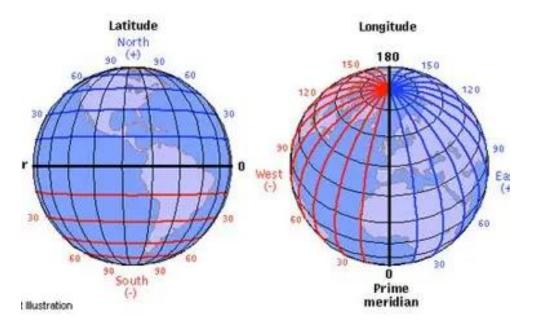




Clerical Corrections



- County Assessor Parcel number corrected
- Latitude and longitude corrected





Renew Timeline



- Current agreement will expire in three years
- Amendment will renew agreement for five years
 - Standard five year term



Adding Turf Yet Reducing Allotment



- Adding four acres of turf
 - On adjacent parcel
- Pine Canyon Golf LLC has agreed to reduce their annual allotment from 360 MG/Y to 253 MG/Y
 - This is nearly a 30% reduction
 - Allows for use elsewhere
- Reducing Peak months by 10% from 30 MG to 27MG





Questions?



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sterling Solomon, City Attorney

Co-Submitter: Lee Williams and Rebecca Sayers

Date: 09/18/2025 **Meeting Date**: 09/23/2025



TITLE:

Discussion regarding the continued release of reclaimed water into the Rio de Flag for the enhancement of wildlife habitat, consistent with the Bow and Arrow Park Agreement, subject to general availability and advanced water purification technologies.

DESIRED OUTCOME:

Discussion of Resolution 2025-51 to be considered at the October 7, 2025 Council Meeting to continue release of reclaimed water consistent with the Bow and Arrow Park Agreement.

Executive Summary:

The City entered into an agreement with Arizona Game and Fish Department in 2010 committing the City to release a "weekly hourly average of 200 gallons per minute of reclaimed wastewater" for a term of 20 years. The terms and conditions included a minimum weekly hourly average of 100 gallons per minute (GPM) from Wildcat Hill Wastewater Treatment Facility into the Rio de Flag near Picture Canyon for wildlife habitat enhancement. The agreement also required a minimum weekly hourly average of 100 GPM from the Rio de Flag Wastewater Treatment Facility into the Rio de Flag near the I-40 wetlands for the purposes of wildlife enhancement. An additional term required a weekly hourly average of 50 GPM (of the 200 GPM commitment) into Frances Short Pond.

In the 2010 agreement, the City committed to grant public access adjacent to the release point of the effluent/reclaimed water at Wildcat Hill Wastewater Treatment Facility for a Watchable Wildlife open space park. Also, the agreement included the provisions for the City to obtain proper permitting and perform monitoring and reporting according to requirements of the Arizona Department of Environmental Quality. The City also committed in the agreement not to convey ownership of the effluent/reclaimed water to another party.

The 2010 agreement will expire in a few years yet the City recognizes the community benefit of preserving and enhancing riparian and wildlife areas on a long-term basis, subject to advanced water purification technological options, regulations, and availability.

Recognizing the benefit of the commitments mentioned above, City staff believes it is feasible and recommends continuing the release of the same amounts of effluent/reclaimed water for the purposes of preserving and enhancing riparian and wildlife areas. This resolution will provide for those same releases over a longer term, subject to general availability and needs related to advanced water purification.

Information:

This item is to give City Council information related to staff's recommendation to adopt Resolution 2025-xx at the October 7, 2025 City Council Meeting.

Attachments: Res. 2025-51

Agreement

RESOLUTION NO. 2025-51

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ESTABLISHING AN AMOUNT OF EFFLUENT/RECLAIMED WATER TO BE RELEASED INTO THE RIO DE FLAG SUBJECT TO ADVANCED WATER PURIFICATION TECHNOLOGICAL OPTIONS, REGULATIONS, AND AVAILABILITY

RECITALS:

WHEREAS, the City is an Arizona municipal corporation and has all necessary powers, express and implied, under state law as well as City Charter and City Code to operate parks, waterworks, wastewater reclamation facilities, and other facilities; and

WHEREAS, the Arizona Game and Fish Department has statewide responsibility for managing, conserving and enhancing wildlife habitat, as well as securing access to public lands; and

WHEREAS, pursuant to A.R.S. § 9-240(5) a municipality may provide infrastructure for wastewater management, treatment and purification; and

WHEREAS, the Flagstaff City Code Section 7-02 pursuant to A.R.S. § 9-511 authorizes the City to engage in the business of a utility, including the reception and treatment and purification of wastewater, and to provide for the discharge and reuse of effluent/reclaimed water for various purposes; and

WHEREAS, the City entered into an agreement with Arizona Game and Fish Department in 2010 (which is attached hereto) that commits the City to release a "weekly hourly average of 200 gallons per minute of reclaimed wastewater" for a term of 20 years, with terms and conditions, including:

- o a minimum weekly hourly average of 100 gallons per minute (GPM) from Wildcat Hill Wastewater Treatment Facility into the Rio de Flag near Picture Canyon, for the purposes of wildlife habitat enhancement:
- o a minimum weekly hourly average of 100 GPM from the Rio de Flag Wastewater Treatment Facility into the Rio de Flag near the I-40 wetlands (as it is commonly known), for the purposes of wildlife enhancement;
- o a weekly hourly average of 50 GPM (of the 200 GPM commitment) into Frances Short Pond; and

WHEREAS, The City also agreed with the Arizona Game and Fish Department to other terms in the 2010 agreement including:

- the granting of public access adjacent to the release point of the effluent/reclaimed water at Wildcat Hill Wastewater Treatment Facility for a Watchable Wildlife open space park;
- o the provision of a annual report of effluent/reclaimed water rates upon request of the Arizona Game and Fish Department;
- o the responsibly to obtain permits including the Arizona Pollution Discharge Elimination System permit and meeting all monitoring requirements;

o the commitment by the City will not convey any ownership interest in the effluent/reclaimed water on any basis [see Paragraph 2(E) of the attached agreement]; and

WHEREAS, the end of that 20-year period is near and the City recognizes the community benefit of preserving and enhancing riparian and wildlife areas; and

WHEREAS, consistent with the regulations of the Arizona Department of Environmental Quality (ADEQ), the City of Flagstaff produces high quality effluent/reclaimed water at its two water reclamation plants which is used for various purposes subject to advanced water purification technological options, regulations, and availability; and

WHEREAS, the City of Flagstaff wishes to continue the release of effluent/reclaimed water to locations herein upon the expiration of the 2010 agreement with Arizona Game and Fish Department subject to advanced water purification technological options, regulations, and availability; and

WHEREAS, the City of Flagstaff recognizes the continued benefits that a dedicated release of effluent/reclaimed water at the locations or outfalls mentioned above and in the attached agreement for purposes of preserving and enhancing riparian and wildlife area; and

WHEREAS, the City of Flagstaff recognizes that the release of effluent/reclaimed water requires that each release point or outfall be permitted and monitored for water quality pursuant to the permit conditions set forth by ADEQ; and

WHEREAS, the City has determined it is feasible to continue the current amounts of released effluent/reclaimed water for the purposes of preserving and enhancing riparian and wildlife areas.

ENACTMENTS:

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

SECTION 1. In General.

Subject to advanced water purification technological options, regulations, and availability, the City of Flagstaff will continue to release effluent/reclaimed water, beyond the expiration of the attached agreement with the Arizona Game and Fish Department, for the purposes of preserving and enhancing riparian and wildlife areas as follows:

- a. A weekly hourly average of 200 gallons per minute (GPM) of effluent/reclaimed water;
- b. A minimum weekly hourly average of 100 GPM from Wildcat Hill Wastewater Treatment Facility into the Rio de Flag near Picture Canyon;
- c. A minimum weekly hourly average of 100 GPM from the Rio de Flag Wastewater Treatment Facility into the Rio de Flag near what is commonly known as "the I-40 wetlands;"

- d. A weekly hourly average of 50 GPM (of the 200 GPM commitment) into Frances Short Pond;
- e. The granting of public access adjacent to the release point of the effluent/reclaimed water at Wildcat Hill Wastewater Treatment Facility for a Watchable Wildlife open space park;
- f. The provision of an annual report of effluent/reclaimed water rates upon request of the Arizona Game and Fish Department;
- g. the responsibly to obtain permits including the Arizona Pollution Discharge Elimination System permit and meeting all monitoring requirements.
- h. the commitment that the City will not convey any ownership interest in the 200 GPM of effluent/reclaimed water on any basis.
- i. The willingness of the City to consider providing additional effluent/reclaimed water or reclaimed water release points/outfalls for the purposes of preserving and enhancing riparian and wildlife areas, to be designated subject to advanced water purification technological options, regulations, and availability.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

Exhibit A – Bow and Arrow Park Agreement

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of October, 2025.

	MAYOR
ATTEST:	
CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	
Exhibits:	

BOW AND ARROW PARK AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH COMMISSION AND THE CITY OF FLAGSTAFF

This Agreement ("Agreement") is entered into between the Arizona Game and Fish Commission ("Commission") or ("Seller") and the City of Flagstaff ("City") or ("Buyer") (collectively "Parties" and singularly "Party"). The terms "Department" and "Director" shall refer to the Arizona Game and Fish Department and its Director acting as administrative agents for the Commission.

WHEREAS, the Commission is authorized to enter into this Agreement pursuant to Arizona Revised Statute ("A.R.S.") § 17-241(B), and the City is authorized to enter into this Agreement pursuant to Article 1, Section 3 and Article VII, Section 5 of the Charter of the City of Flagstaff ("Charter");

WHEREAS, the Commission has statewide responsibility for managing, conserving and enhancing wildlife habitat as well as securing access to public lands;

WHEREAS, the Arizona Game and Fish Department ("Department") acts under the authority of the Commission;

WHEREAS, the City is an Arizona municipal corporation and has all necessary powers, express and implied, under state law and under its Charter to operate parks, sewer, waterworks, wastewater effluent reclamation facilities, and other facilities;

WHEREAS, the Parties recognize and encourage a continued commitment to conservation and enhancement of the riparian and wetland resources of the State of Arizona as well as the promotion of public, wildlife-based recreation opportunities; and

WHEREAS, the City has leased approximately three (3.0) acres of Commission-owned Real Property, commonly known as Bow and Arrow Park, for the past forty two (42) years, and the Parties have determined that it is in their mutual best interests for the Commission to transfer title to this Real Property to the City in exchange for the City's agreement to discharge 200 gallons per minute of wastewater effluent in the form of Class A reclaimed wastewater into the Rio de Flag and Francis Short Pond for wildlife habitat enhancement purposes as set forth in, and during the term of, this Agreement;

NOW, THEREFORE, it is the understanding of the Parties that:

1. The Commission agrees:

A. To transfer title of approximately 3.0 acres of Commission-owned Real Property ("Real Property") described in Exhibit "A" and illustrated in Exhibit "B" attached herein known as Bow and Arrow Park, located at 3701 Cochise Drive, Flagstaff, AZ, to the City of Flagstaff.

2. The City agrees:

A. To commit to, for a term of twenty (20) years beginning as of the date the Agreement is signed by the Parties, a weekly hourly average of 200 gallons per minute of reclaimed

wastewater discharge under the following terms at the following locations illustrated in Exhibit "C":

- i. Release a minimum of a weekly hourly average of 100 gallons per minute of reclaimed wastewater from the Wildcat Hill Wastewater Treatment Facility into the Rio de Flag for the purposes of wildlife habitat enhancement. The legal description for the discharge site is the SE¼ of SW ¼ of Section 4, T21N, R8E Gila and Salt River Base and Meridian, Coconino County, Arizona.
- ii. Release a minimum of a weekly hourly average of 100 gallons per minute of reclaimed wastewater from the Rio de Flag Wastewater Treatment Facility into the Rio de Flag for the purposes of wildlife habitat enhancement. The legal description for the discharge site is the E½ of SE¼ of Section 22, T21N, R7E Gila and Salt River Base and Meridian, Coconino County, Arizona.
- iii. Release a weekly hourly average of 50 gallons per minute (of the 200 gallons per minute total commitment) or more of reclaimed wastewater into Francis Short Pond (SW¼ of NE¼ of Section 16, T21N, R7E Gila and Salt River Base and Meridian, Coconino County, Arizona) when available to maintain sufficient water levels during summer months.
- B. To grant public access to 3.0 acres of a 30-acre City property adjacent to the reclaimed wastewater discharge point at the Wildcat Hill Wastewater Treatment Facility (SE¼ of SW¼ of Section 4, Township 21 North, Range 8 East) for a Watchable Wildlife open space park and adjacent to the access road to the Wildcat Hill Wastewater Treatment Plant, as illustrated in Exhibit "D".
- C. To provide the Department, upon request, with a quarterly report as evidence of discharge rates at the sites identified in Section 2.A above. A report form is attached to the Agreement as Exhibit "E".
- D. To be responsible for obtaining Arizona Pollution Discharge Elimination System permits and any other permits required by state or federal law to discharge reclaimed the wastewater and to fulfill all monitoring requirements imposed under the terms of those permits.
- E. The Class A reclaimed wastewater to be discharged by the City under this Agreement consists of sewage effluent that has completed its passage through a wastewater treatment process and meets the standards for the specific reuses contained in Section R18-9-703 of the Arizona Administrative Code. The City owns all of the right, title and interest in and to the reclaimed wastewater, and discharge of the reclaimed wastewater at the locations specified above does not and shall not be construed as an abandonment or relinquishment by the City of the reclaimed wastewater on any basis, and by discharging reclaimed wastewater pursuant to this Agreement, the City does not convey any ownership interest in the reclaimed wastewater to the Commission.

3. The Parties mutually agree:

- A. To evaluate the feasibility of adding future reclaimed wastewater discharge sites around the City for future stream restoration projects.
- B. To evaluate the feasibility of redirecting reclaimed wastewater discharge from the Rio de Flag Wastewater Treatment Facility to a larger wetland area.
- C. To evaluate the feasibility of and allow the reintroduction of native, warm water fishes into the Rio de Flag for refuge habitat as well as mosquito abatement.

- 4. Disposition of Real Property by State Agency. The conveyance of the Real Property is subject to A.R.S. § 37-803. By signing this Agreement, the Director has determined that the Commission may transfer the Real Property to the City without a public sale because the transfer is in the public interest and the Real Property will be used by the City for specific purposes in the public interest, including as a public playground and a bus stop. The Director has further determined that the value of the reclaimed wastewater (identified in Exhibit "F") the City shall discharge pursuant to the terms of this Agreement is commensurate with the appraised value of the Real Property as set forth in Section 7, below. During the term of this Agreement, delivery of this reclaimed wastewater will restore and enhance riparian wildlife habitat in an urban greenway and provide watchable wildlife recreation opportunities at 3 urban sites in the City of Flagstaff. In addition, during the term of this Agreement the Department's valuable urban youth fishery at Frances Short Pond will be maintained during the hot summer months when water depths are reduced and oxygen levels are depleted, and native, warm water fishes may be introduced into the Rio de Flag.
- 5. <u>Termination of Permit Agreement</u>. The Real Property is currently subject to a Permit Agreement ("Permit"), attached hereto as Exhibit "G", executed by the City and Commission on August 14, 2008 for a 10-year lease and use of the Real Property by the City as a playground and bus stop for school children. The Permit will be automatically terminated by written notice provided by the Parties at Close of Escrow to the Escrow Agent.
- 6. Ownership Interest of Seller. Seller presently owns the Real Property described in Exhibit A attached hereto consisting of approximately 3.0 acres, more or less, located in Coconino County, Arizona, together with all rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from such Real Property including without limitation ditches, ditch rights appurtenant to such Real Property, and all right, title and interest of the Seller in the roads and paths adjoining or passing through such Real Property.
- 7. Real Property Appraised Value. The Parties acknowledge that Frank Strickler, Certified General Real Estate Appraiser, prepared an "Appraisal Report" dated August 12, 2008 for the Real Property (the "Appraisal") and agree that the Appraisal valued the Real Property at Seven Hundred Fifty Eight and no/100 Thousand Dollars (\$758,000.00) (the "Appraised Value"). The Parties agree that the value of the Real Property is now and shall be at Close of Escrow the Appraised Value.
- 8. <u>Title to Real Property</u>. Seller covenants to convey to Buyer good and marketable fee simple title to the Real Property by warranty deed, free and clear of all liens, encumbrances, easements, restrictions, conditions, defects and burdens, subject, however, to the permitted encumbrances and exceptions that the Buyer agrees to. Close of Escrow shall be conditioned upon the Title Company (as such term is hereinafter defined) issuing or committing to issue Buyer a standard coverage of title insurance in the amount of the Appraised Value insuring fee title in the Real Property vested in Buyer free and clear of all matters except the Permitted Exceptions, and any lien for current Real Property taxes not yet due and payable and those matters excluded from coverage by the standard exceptions and exclusions contained in the form of title insurance policy required hereby.
- 9. <u>Representations and Warranties of Seller</u>. Seller hereby represents and warrants to Buyer as follows:
 - A. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") and any related regulations.

- B. Seller is the sole owner of the Real Property and has full authority to enter into this Agreement and to convey fee title to Buyer.
- C. There are no claims, actions, suits, agency proceedings, quasi-legal or administrative challenges concerning the Real Property or the operation of the Real Property, or any condition existing thereon or other proceedings including but not limited to condemnation proceedings pending, or to Seller's actual knowledge, threatened by any governmental department or agency or any other corporation, partnership, utility, entity or person whomsoever, that in any manner or to any event may adversely affect the value of the Real Property or the Buyer's right, title, use of interest in and to the Real Property.
- D. Other than the Permit described in Section 5, above, no other person is in possession of the Real Property or claims any rights in the Real Property which are adverse to the rights of the Seller.
- E. The Seller has legal access (ingress and egress) to all portions of the Real Property, and the Seller knows of no disputes or disagreements with any person with regard to access to or over the Real Property.
- F. The Seller has not severed, leased, conveyed, or otherwise transferred any interest in the mineral rights to the Real Property, including any rights to sand, gravel, and rocks.
- G. Seller represents and warrants that neither Seller, nor to Seller's actual knowledge without any duty of investigation, any other person has ever caused or permitted any Hazardous Material to be placed, held, located, released or disposed of on, under, or at the Real Property or any part thereof, or from the Real Property or any part thereof into the atmosphere or any watercourse, body of water, or wetlands, and neither the Real Property nor any part thereof nor any adjoining real property has ever been used (whether by Seller, or to the best of Seller's knowledge, by any other person) as a treatment, storage, or disposal site (whether permanent or temporary) for any Hazardous Material. For purposes of this Agreement, "Hazardous Material" means and includes any petroleum product and any hazardous substance or pollutant or contaminant defined as such in (or for the purposes of) the Comprehensive Environmental Response. Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute. law. ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereinafter in effect, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material. The Real Property does not contain and never has contained any underground tanks.
- H. To Seller's actual knowledge without any duty of investigation, the Real Property (including underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, have been and are currently in compliance with all applicable Environmental Laws.
- I. To Seller's actual knowledge without any duty of investigation, the Real Property has never been used as a dump or a landfill site.

- J. All required governmental permits and licenses with respect to the ownership and operation of the Real Property are in effect, and Seller is in compliance therewith.
- K. To Seller's actual knowledge without any duty of investigation, no environmental or public health or safety hazards currently exist with respect to the Real Property or the business or operations conducted thereon.
- L. To Seller's actual knowledge without any duty of investigation, there are no underground or above ground storage tanks (including petroleum storage tanks) or oil wells on or under the Real Property.
- M. Seller is not subject to any commitment, obligation, or agreement, including but not limited to, any right of first refusal, redemption rights, option to purchase, management or leasing agreement in favor of a third party.
- N. No federal, state, or local taxing authority has asserted any tax deficiency, lien, or assessment against the Real Property or Seller which has not been paid or which is not reflected in the commitment for title insurance.
- O. All representations and warranties made in this Agreement are true as of the date hereof and shall be true at the Close of Escrow date and shall survive the Close of Escrow. Seller shall make available to Buyer copies of all due diligence materials it acquires or has acquired as a result of its own investigations into the Real Property.
- 10. Water Quality Representations, Disclaimer of City and Acknowledgement of Commission; Force Majeure. The City agrees to provide reclaimed wastewater that meets the quality requirements of the Reclaimed Water Reuse Permit issued by the Arizona Department of Water Quality to the City of Flagstaff, a copy of which is designated Exhibit "H" and attached hereto. The City represents that upon the effective date of this Agreement the City is in compliance and shall remain in compliance with all regulatory and health and water laws, rules and regulations applicable to the reclaimed wastewater discharge. However, the Commission acknowledges and agrees that the reclaimed wastewater to be provided by the City under this Agreement is not intended or offered for potable use or for any uses other than as expressly set forth in this Agreement.

If the reclaimed wastewater supply to the Commission is discontinued, curtailed, delayed, interrupted or apportioned as a result of a force majeure event, the City shall not be deemed to be in default for the duration of the force majeure event. As defined in this Agreement, the term "force majeure event" shall mean the following: Act of God; fire; earthquake; flood; explosion; sudden action of the elements; period of extreme drought; war; acts of terrorism; sabotage; malicious mischief; inability to supply reclaimed wastewater because of inability to obtain labor, equipment, facilities, sources of energy, materials or supplies in the open market; failure of transportation; strikes; lockouts; action of labor unions; condemnation; requisition; order of government or civil or military authorities; bankruptcy proceedings; inability to obtain government permits or approvals; or any other cause beyond the City's control, whether similar or dissimilar to the foregoing. The term "period of extreme drought" as used herein means "a period of time when Upper Lake Mary contains less than nine percent (9%) of its storage capacity and the potable water demand exceeds the safe potable water production capacity for at least five (5) days."

11. Survival of Warranties.

- A. Subject to the provisions of Section 11(B) through 11(D), Seller's representations and warranties contained in Section 9 and elsewhere in this Agreement are required to be operative after delivery of Seller's Deed to the Real Property in order to be fully effective and shall be so operative, and shall survive and be deemed not to have merged in the Deed.
- B. Either Party shall promptly notify the other in writing (a "Default Notice") if it acquires information prior to Close of Escrow that (i) any warranty of Seller in this Agreement including Exhibits is, or will on Close of Escrow be, untrue or (ii) Seller is or will on Close of Escrow be in default under any Seller's representations and warranties.
- C. Seller shall promptly notify Buyer (a "Change Notice") of any change in circumstance which would cause (a) any warranty which is made by Seller, or (b) any warranty of the status of any item given as of a date earlier than Close of Escrow, to be untrue as of Close of Escrow, which Change Notice shall specify what action, if any, Seller intends to take as a result of such change, and state specifically that it is given under this Section. Upon receipt of the Change Notice, Buyer may elect to proceed with the transaction on the terms and conditions stated in the Change Notice or terminate this Agreement. If Buyer fails by notice to Seller to elect to proceed within twenty (20) days after receipt of the Change Notice, Buyer shall be deemed to have elected to proceed with the transaction.
- D. As a condition precedent to any claim by Buyer for breach of Seller's warranties, Buyer shall give notice of such breach to Seller within one (1) year after Close of Escrow.

12. <u>Title Company</u>.

- A. If not previously completed, an escrow shall be opened by the Buyer with Fidelity National Title Insurance Agency, 123 W. Birch Avenue, Flagstaff, Arizona 86001 ("Title Company").
- B. This Agreement shall serve as the escrow instructions to the Title Company designated herein. Supplemental escrow instructions, if required, shall remain subordinate to the terms of this Agreement.
- 13. Close of Escrow. Close of Escrow shall be within one hundred eighty (180) days from the date of execution of this Agreement. Close of Escrow is contingent upon approval of the Governor of Arizona and the Arizona State Land Commissioner pursuant to A.R.S. § 17-241. In the event that the Governor of Arizona or the Arizona State Land Commissioner does not approve this transaction, this Agreement shall automatically terminate, with either Party owing no obligation to the other Party under this Agreement ("Close of Escrow").
- 14. <u>Brokers</u>. The Parties each represent and warrant to the other that they have not dealt in this transaction with any brokers.
- 15. <u>Indemnification</u>. The City shall indemnify and hold harmless the State of Arizona, the Commission, the Department, and their Commissioners, employees, agents, and volunteers from any and all claims, demands, liabilities and costs of every kind, including without limitation attorney's fees and litigation expenses arising out of the Class A reclaimed wastewater delivered by the City, including without limitation, the environmental quality of said reclaimed wastewater, or arising out of the acts or conduct of any of the City's agents, employees, or representatives or members of the general public except that the City does not indemnify and hold harmless the

State of Arizona, the Commission, the Department, and their Commissioners, employees, agents, and volunteers for claims, demands, liabilities and costs of any kind to the extent that the acts or conduct of the State's agents, employees or representatives contributed to such claims, liabilities, and costs.

- 16. <u>Possession and Title</u>. Possession and title shall pass from Seller to the Buyer at the Close of Escrow.
- 17. <u>Form of Deed</u>. Title to the Real Property shall be conveyed by warranty deed (the "Deed"). The title shall be in the name of the City of Flagstaff, an Arizona municipal corporation.
- 18. <u>Entire Agreement</u>. This Agreement, together with its attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior written or oral agreement between the Parties.
- 19. <u>Amendments</u>. This Agreement can be modified only by a written amendment signed by both Parties.
- 20. <u>Conditions Precedent</u>. The Buyer's obligations to consummate this transaction and fulfill the obligations under this Agreement are subject to satisfaction of the following conditions precedent:
 - A. Title Insurance. Seller shall, within forty-five (45) days of execution of the Agreement by both Parties, cause Title Company to deliver to Buyer a copy of the preliminary commitment for title insurance ("Preliminary Title Commitment") covering the Real Property that it has received from the current owner of the Real Property, together with a full and complete legible copy of all recorded items or exceptions disclosed therein. Seller covenants and agrees to remove on or before Close of Escrow any (i) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases, financing statements (except tenant financing statements not affecting Seller's fee title) and any other liens or encumbrances for liabilities or obligations to other persons or entities, (ii) exceptions for the payment of real estate, sales, conveyance or stamp taxes, improvement assessments and any delinquent real estate taxes, (iii) exceptions relating to Seller's fee simple title to the Real Property and/or the due authorization, execution and/or delivery of the Deed to Buyer, (iv) any standard or printed exceptions or exclusions from coverage set forth in the Preliminary Title Commitment which are not ordinarily contained in a standard owner's title insurance policy, and (v) any other exceptions to which Buyer objects. Buyer shall, within thirty (30) days of receipt of the Preliminary Title Commitment give notice to Seller of any exceptions to clear title which are disapproved by Buyer, any exceptions not so objected to being hereinafter referred to as "Permitted Exceptions." Upon receipt of Buyer's notice, Seller shall then have thirty (30) days to notify Buyer that the title issues as set forth in Buyer's notice have been cured, will be cured or will not be cured before Close of Escrow, or that Seller is unable to cure the defects. Buyer shall then have twenty (20) days to accept the status of title or terminate the Agreement. If additional exceptions to title are disclosed by Supplemental Reports to the Preliminary Title Commitment, Buyer and Seller shall proceed to review such new title exceptions in accordance with the provisions of this Section; provided however, that Buyer shall have ten (10) business days to review and comment upon such new title exception and Seller shall have five (5) days after notice from Buyer, to give Buyer notice of such exceptions removal or other disposition under this Section. From the date hereof until the Close of Escrow or termination of the Agreement, Seller shall not enter into any restriction, easement,

covenant or contract regarding the Real Property not terminable prior to Close of Escrow.

- B. <u>Survey</u>. Seller shall have a period of ninety (90) days after the execution of this Agreement to cause to be prepared, at Seller's cost, a current ALTA survey of the Real Property ("Survey"). Buyer shall have a period of thirty (30) days to object to any matters shown on the Survey and provide such objections to Seller and the Title Company. Upon receipt of Buyer's notice, Seller shall then have thirty (30) days to notify Buyer that the Survey matters as set forth in Buyer's notice have been cured, will be cured or will not be cured before Close of Escrow, or that Seller is unable to cure the matters. Buyer shall then have twenty (20) days to accept the Survey or terminate the Agreement.
- C. Condition of Title. Seller shall upon Close of Escrow cause Title Company to issue or commit to issue the Buyer a standard owner's policy of title insurance, or an ALTA extended coverage policy, if requested by Buyer, in the amount of the Purchase Price insuring the fee title in the Real Property vested in Buyer free and clear of all matters except the Permitted Exceptions, the lien of current Real Property taxes not yet due and payable, and those matters excluded from coverage by the standard exceptions and exclusions contained in the form of title insurance policy required hereby. In the event that Buyer requests an ALTA extended coverage policy, Buyer agrees to pay the difference between a standard owner's policy and the extended coverage policy.
- D. <u>Inspection</u>. Between the date of execution of this Agreement and Close of Escrow or the earlier termination of this Agreement, subject to any and all rights of current owners and/or tenants in possession of any portion of the Real Property, Buyer and its contractors and consultants shall have the right to go upon the Real Property at reasonable times for the purpose of inspecting each and every part thereof to determine its present condition and, at Buyer's sole cost and expense, to make such investigations as Buyer deems appropriate, including but not limited to surveys, soils tests, engineering studies and environmental tests. Before conducting any invasive or intrusive testing such as borings or test holes, Buyer shall give Seller at least 48 hours prior written notice, and shall coordinate the date and time of such testing to enable Seller's consultants to be present to take duplicate samples and record the methods used by Buyer's consultants.

Buyer shall not permit any lien of any type and attributable to Buyer to be placed against the Real Property or any portion thereof before Close of Escrow. If any such lien is placed against the Real Property before Close of Escrow, Buyer shall either cause the same to be released of record or post a bond equal to the amount of the lien within fifteen (15) days after notice from Seller. In the event that Buyer fails either to cause the lien to be released or post bond within said fifteen (15) day period, then Seller shall have the right to cause the lien to be removed, and Buyer shall reimburse Seller for all costs (including attorneys' fees and costs) incurred in the removal of the lien immediately upon receipt of written demand from Seller accompanied by reasonable evidence of such costs.

Buyer agrees to repair any damage to the Real Property resulting from any activities of Buyer or its agents or consultants on the Real Property before Close of Escrow. Notwithstanding the preceding, Buyer shall not be liable for any Inspection Claim resulting from Buyer's discovery of any pre-existing condition (including but not limited to the existence of any Hazardous Materials (as defined in Section 9), in, on,

under or about the Real Property or any exacerbation of a pre-existing condition, in, on, under or about the Real Property, except to the extent that the exacerbation results from the negligent act or omission of Buyer or its agents or consultants.

- 21. <u>Close of Escrow and Escrow Costs</u>. Except as otherwise provided in this Agreement, at Close of Escrow all escrow costs shall be divided equally between the Buyer and Seller. The Seller shall pay the premium for the standard owner's title insurance policy, and Buyer shall pay any additional expense associated with extended ALTA coverage.
- 22. <u>Seller's Warranties and Maintenance of the Real Property</u>. Except as otherwise provided in this Agreement, the Seller shall maintain and repair the Real Property so that, at the time possession is transferred to the Buyer, the Real Property shall be in substantially the same condition as on the date of this Agreement, except as for ordinary wear and tear.
- 23. Risk of Loss. If there is any loss or damage to the Real Property between the date of this Agreement and the Close of Escrow by any reason including, but not limited to, fire, vandalism, flood, earthquake, act of God, negligence, willfulness or recklessness, the risk of loss shall be on the Seller.
- 24. Reservations. Pursuant to A.R.S. § 17-241(C), the Commission is required to reserve all mineral rights to transferred lands. The Commission excepts and reserves from this Agreement all minerals rights that may be found in or upon the Real Property or any part thereof.
- 25. Effective Date and Duration. This Agreement is effective as of the last signature date. The City's commitment to discharge reclaimed wastewater in accordance with the terms of this Agreement expires twenty (20) years from that date, unless this Agreement is renewed as follows: this Agreement may be renewed for an additional twenty (20) year term upon mutual agreement of the Parties, including agreement as to fair compensation payable by the Commission to the City for discharge of the amounts of reclaimed wastewater at the locations set forth in Section 2 of this Agreement or for such amounts and such other discharge locations as mutually agreed by the Parties. Nothing in this Agreement shall be construed to obligate the City to discharge reclaimed wastewater following the expiration or termination of this Agreement or any renewal thereof.
- 26. Default. Except as set forth in Sections 2 and 10, should the City, before the expiration date of this Agreement, cease to discharge the full amount of reclaimed wastewater required under the terms of this Agreement, the City shall be deemed to be in default of this Agreement. In the event of default, the Department shall notify the City in writing, and the City shall have thirty (30) days between the months of April and July and ninety (90) days between the months of August and January to cure the default. If the City does not cure its default as described above, and the default has occurred within years one (1) through five (5) of this Agreement, the City agrees that the Commission, in its sole discretion, shall be entitled to either (1) require the City to specifically perform the reclaimed wastewater discharge requirements set forth in this Agreement, or (2) terminate this Agreement and require the City to return fee simple title of the Real Property to the Commission, at no cost to the Commission. If the City does not cure its default as described above, and the default has occurred during or after year six (6) of this Agreement, the Commission, in its sole discretion, shall be entitled to either (1) require the City to specifically perform the reclaimed wastewater discharge requirements set forth in this Agreement, or (2) terminate this Agreement and require the City to pay monetary damages to the Commission in the amount of Thirty Seven Thousand Nine Hundred and no/100 Dollars (\$37,900.00), which amount equals 1/20 of the Appraised Value of the Real Property, for each year remaining on the Agreement as of the date of the City's default, as adjusted by the

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Consumer Price Index. Should the City be deemed to be in default of this Agreement, the Commission has no obligation to reimburse the City for the value of the water discharged prior to the City's default.

- 27. Notices. Except for notice of cancellation of the Permit under Section 5 herein, all notices, requests, demands, consents, approvals and any other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices") shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Party or Parties to receive such notice or via facsimile as follows:
 - (a) If intended for the Seller to:

Arizona Game & Fish Commission 5000 West Carefree Highway Phoenix, AZ 85086 Attn: Larry D. Voyles

Title: Director

Phone: (602) 942-3000 Fax: (623) 236-7366

With a copy to:

Arizona Attorney General 1275 W. Washington Phoenix, AZ 85007 Attn: Shelley D. Cutts

Title: Assistant Attorney General

Phone: (602) 542-8566

(b) If intended for Buyer to:

The City of Flagstaff 211 W. Aspen Avenue Attn: City Manager Phone: (928) 779-7604 Fax: (928) 214-2415

With a copy to:

The City of Flagstaff 211 W. Aspen Avenue Attn: Utilities Director Phone: (928) 779-7618

Fax: (928) 556-1223

- 28. <u>Negotiated Agreement</u>. This Agreement is the result of negotiations between the Parties and, accordingly, shall not be construed for or against either Party regardless of which Party drafted this Agreement or any portion thereof.
- 29. <u>Time</u>. Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays, and State or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 30. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.
- 31. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Arizona. Any arbitration or other action arising out of this Agreement, whether for the enforcement thereof or otherwise, shall be brought in Maricopa County, State of Arizona.
- 32. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

- 33. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement in accordance with Arizona law, with each Party to bear its own attorneys' fees and costs.
- 34. <u>Compliance with Applicable Law.</u> All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws, regulations, and executive orders.
- 35. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.
- 36. No Third Party Beneficiaries. The terms, provisions and conditions of this Agreement are for the sole benefit of, and may be enforced solely by, the Commission and/or the City; and none of any such terms, provisions or conditions are for the benefit of or may be enforced by any third party.
- 37. <u>Exhibits</u>. The following is a list of the exhibits attached hereto, all of which are incorporated herein by reference as if set forth in full:
 - A. Legal Description of the Real Property
 - B. Bow and Arrow Property Location
 - C. Location of Discharge Sites
 - D. Public Access and Watchable Wildlife Open Space Park
 - E. City Quarterly Water Discharge Report Form
 - F. Class A Reclaimed Wastewater Valuation Letter
 - G. Permit Agreement
 - H. Reclaimed Water Reuse Permit

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

STATE OF ARIZONA ARIZONA GAME AND FISH COMMISSION

Larry D. Voyles
Secretary to the Commission

Arizona Game and Fish Department Director

Date

THE CITY OF FLAGSTAFF

By: Sara Presler

Its: Mayor

Attest:

Laura Matthews for City Clerk

Approved as to form:

Čity Attorney

EXHIBIT A.

LEGAL DESCRIPTION OF BOW AND ARROW PARK (REAL PROPERTY) PARK PROPERTY

EXHIBIT "A"

Approximately three (3) acres located in the W½ of the E½ of the W½ of the NW¼ in Section Thirty-Three (33), Township Twenty-One (21) North, Range Seven (7) East, more particularly described as follows:

Lying East of and adjacent of the Lake Mary Road Right-of-Way and commencing from the pin in the center of Lake Mary Road where it intersects the State's eastern boundary, thence north along the boundary line a distance of 800 feet, thence due west a distance of 328 feet to the intersection of the center of Lake Mary Road, thence in southeasterly direction parallel to the center of the road to the point of beginning, all as illustrated on Exhibit B attached hereto and by reference incorporated herein.

EXHIBIT B.

BOW AND ARROW PARK PROPERTY LOCATION

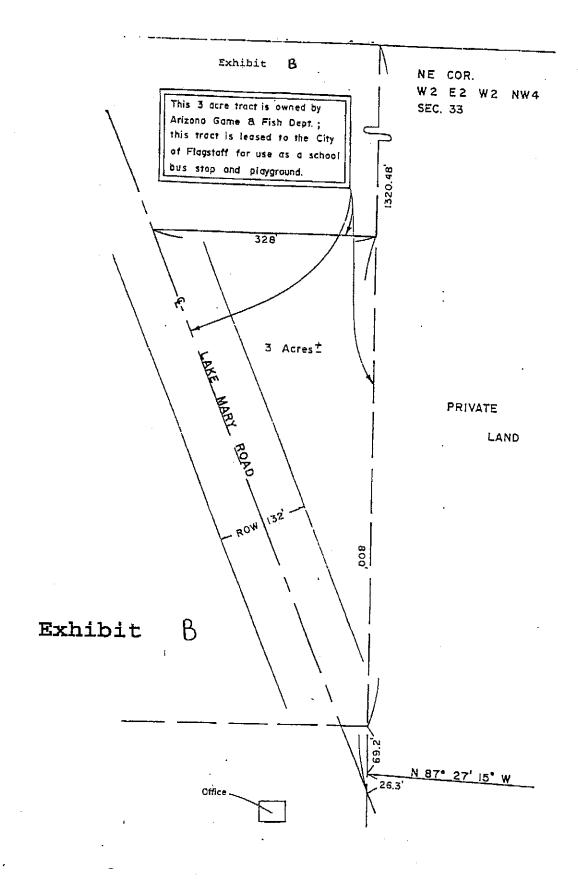
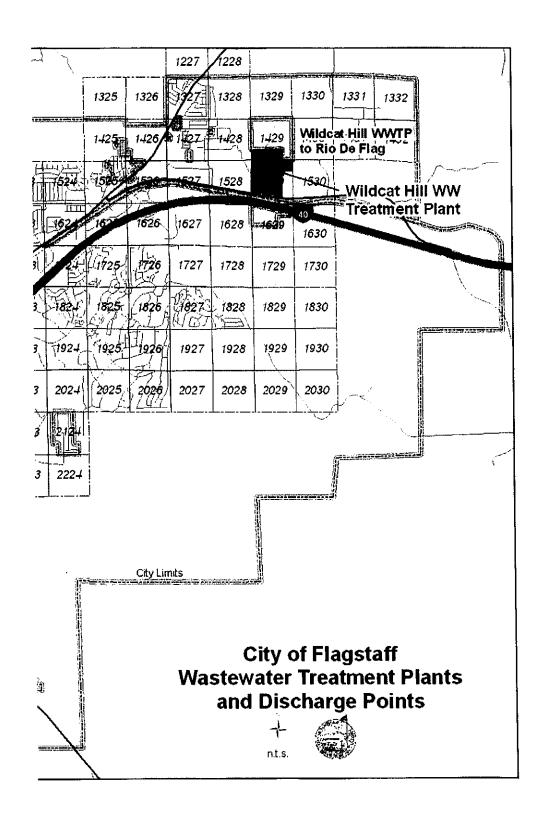


EXHIBIT C.

LOCATION OF DISCHARGE SITES



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	73/5 398	1317	1318	1319	1320	والمناس والمناف والمناف والمناف والمناف والمنافع		
	1415 1416		118	1419	1-120	```\		
	1515 1516	1547	1018	1540	1520	1524	1522	
	1615 1616	1617	16.8	76 19	_1620	_1621	1622	102
	₁₇₁₅ Rio; W Francis Shor	VTP to t Pond	7/8	1719	1720	1721		12:
1814	1815 1816	181			1820	1821	1822/	121 141 141
7912 1913 1914		io De reatmo	Flag F	SWW)	21920	1021	922	192:
2013	2015 2016			ant 20/9	20 0		2022 WWTP	to
2112 2113 2114	216	3917	2118	211	2120	2121	De Fla 2122	9 / 7 1 7 1 2 .
2212 2213 2214	2215 221	樂	2218	2219	2220	2221	2222	2 222
2313 2314	15 2316		2318	2319	2320	2321	2322	<u> </u>
2413-2414	2 E	231	2418	2419	2420	2421	2422	j j
777	2 15 2516	2517	2518	2519	2520			
	2615 2616	2617	26.18	2019	2620		T	
2714	2715 2716	2717	2718	2719	2720			
814	2815 2816	2817	2818	2819	2820			enatur er

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EXHIBIT D.

PUBLIC ACCESS AND WATCHABLE WILDLIFE OPEN SPACE PARK



EXHIBIT E.

CITY QUARTERLY DISCHARGE REPORT FORM

SELF MONITORING REPORT FORM ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Facility Name:	FLAGSTAFF, CITY	OF RIO DE FLAG WRP	Latitude:	35 11 15.15	501	Facility ID:		5605	
Contact:	PELLATZ, RANDY		Longitude:	111 37 57.2002		LTF#: 37598		INV#	
Address:	600 S. BABBITT DE	RIVE	Section:	22		Lab ID::		N/A	
	FLAGSTAFF, AZ 86001		Township:	<u>21</u> 7		Lab Name: Date Prepared:		N/A 7/23//2009	
			Range:						
			Quarter:	SECOND C	QUARTER	Reporting	Period:	4/1/2009	-6/30/2009
Monitoring Point	ID: 16585	Monitoring Name	e:	RIO DE	FLAG WWTP	- DISCHARO	GE TO RIO D	E FLAG	
Sampling/Repor	ting Frequencies:	Dally Monitoring/QUAR	TERLY			_			
STORET: DFFS	<u>P</u> Permit Limit: AL		RSVD	AQL: Method: 0	N/A CONTINUOUS	MIN: _	0.000 UNITS:	MAX: _	0.313

	ANALYZED	RESULTS		ANALYZED	RESULTS		ANALYZED	RESULTS
1	4/1/2009	0.000	1	5/1/2009	0.000	1	6/1/2009	0.000
2	4/2/2009	0.000	2	5/2/2009	0.000	2	6/2/2009	0.000
3[4/3/2009	0.000	3	5/3/2009	0.000	3	6/3/2009	0.000
4	4/4/2009	0.000	4	5/4/2009	0.000	4	6/4/2009	0.000
5	4/5/2009	0.000	5	5/5/2009	0.000	5	6/5/2009	0.000
6	4/6/2009	0.000	6	5/6/2009	0.000	6	6/6/2009	0.000
7[4/7/2009	0.000	7	5/7/2009	0.000	7	6/7/2009	0.000
8	4/8/2009	0.000	8	5/8/2009	0.000	8	6/8/2009	0.156
9	4/9/2009	0.000	9	5/9/2009	0.127	9	6/9/2009	0.142
10	4/10/2009	0.000	10	5/10/2009	0.313	10	6/10/2009	0.000
11[4/11/2009	0.000	11	5/11/2009	0.000] 11[6/11/2009	0.000
12	4/12/2009	0.000	12	5/12/2009	0.000	12[6/12/2009	0.000
13	4/13/2009	0.000	13	5/13/2009	0.000	13	6/13/2009	0.000
14	4/14/2009	0.000	14	5/14/2009	0.000	14	6/14/2009	0.000
15	4/15/2009	0.000	15	5/15/2009	0.000] 15[6/15/2009	0.000
16	4/16/2009	0.000	16	5/16/2009	0.000	16	6/16/2009	0.000
17	4/17/2009	0.000	17	5/17/2009	0.000	17	6/17/2009	0.000
18	4/18/2009	0.000	18	5/18/2009	0.000	18	6/18/2009	0.000
19	4/19/2009	0.000	19	5/19/2009	0.000	19	6/19/2009	0.000
20	4/20/2009	0.000	20	5/20/2009	0.000	20	6/20/2009	0.000
21	4/21/2009	0.000	21	5/21/2009	0.000	21	6/21/2009	. 0.000
22	4/22/2009	0.000	22	5/22/2009	0.000	22	6/22/2009	0.000
23	4/23/2009	0.000	23	5/23/2009	0.000	23	6/23/2009	0.000
24	4/24/2009	0.000	7 24	5/24/2009	0.000	24	6/24/2009	0.000
25	4/25/2009	0.000	25	5/25/2009	0.000	25	6/25/2009	0.000
26	4/26/2009	0.000	26	5/26/2009	0.000	26	6/26/2009	0.000
27	4/27/2009	0.000] 27 [5/27/2009	0.000	27	6/27/2009	0.000
28	4/28/2009	0.000	28	5/28/2009	0.000	28	6/28/2009	0.000
29	4/29/2009	0.000	29[5/29/2009	0.000	29[6/29/2009	0.000
30	4/30/2009	0.000	∃ 30[5/30/2009	0.000	30[6/30/2009	0.197
31			31	5/31/2009	0.000	31		

SELF MONITORING REPORT FORM ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Facility Name:	FLAGSTAFF, CITY OF RI	O DE FLAG WRP	Latitude:	35 11 15.1501	Facility ID:	5605				
Contact:	PELLATZ, RANDY		Longitude:	111 37 57.2002	LTF#: 37598	INV#				
Address:	600 S. BABBITT DRIVE		Section:	22	Lab ID::	N/A				
	FLAGSTAFF, AZ 86001		Township:	21	Lab Name:	N/A				
			Range:	7	Date Prepared:	7/23//2009				
			Quarter:	SECOND QUARTER	Reporting Period:	4/1/2009-6/30/2009				
Monitoring Point I	D: 16585	Monitoring Name	ə:	RIO DE FLAG WWTP - DISCHARGE TO RIO DE FLAG						
Sampling/Reporti	ng Frequencies: <u>Dall</u>	y Monitoring/QUART	TERLY							
STORET: DFRDE	Permit Limit: AL: RSV	D DL:	RSVD	AQL: N/A	Mín: 0.062	MAX: 1.776				
DAILY I	FLOW - RIO DE FLAG			Method: CONTINU	OUS UNIT	S: MGD				

	ANALYZED	RESULTS		ANALYZED	RESULTS		ANALYZED	RESULTS
1	4/1/2009	1.051	1	5/1/2009	0.952	1	6/1/2009	1.304
2[4/2/2009	0.975	2	5/2/2009	0.436	2	6/2/2009	1.465
3	4/3/2009	1.629	3	5/3/2009	0.329	3	6/3/2009	0.860
4	4/4/2009	1.776	4	5/4/2009	0.192	4	6/4/2009	0.690
5	4/5/2009	0.740	5	5/5/2009	0.158	5	6/5/2009	0.930
6	4/6/2009	1.762	│ 6	5/6/2009	0.156	6	6/6/2009	0.892
7	4/7/2009	1.086	7	5/7/2009	0.292	7	6/7/2009	0.478
8	4/8/2009	1.342	8	5/8/2009	0.167	ີ 8 ົ	6/8/2009	0.100
9	4/9/2009	0.889	9	5/9/2009	0.167	1 9 □	6/9/2009	0.087
10	4/10/2009	1.269	10	5/10/2009	0.519	10	6/10/2009	0.332
11[4/11/2009	1.648	11[5/11/2009	0.139	111	6/11/2009	0.401
12	4/12/2009	1.663	12	5/12/2009	0.128	12	6/12/2009	0.420
13	4/13/2009	1.030] 13 <u> </u>	5/13/2009	0.133	13	6/13/2009	0.410
14	4/14/2009	0.877	14	5/14/2009	0,234] 14[6/14/2009	0.419
15	4/15/2009	0.878	15	5/15/2009	0.138	15	6/15/2009	0.108
16	4/16/2009	1.372	16	5/16/2009	0.081	16	6/16/2009	0.091
17	4/17/2009	1.760	17	5/17/2009	0.105	17	6/17/2009	0.086
18	4/18/2009	1.387	18 [5/18/2009	0.146	│18 │	6/18/2009	0.122
19	4/19/2009	1.420	19	5/19/2009	0.135	19	6/19/2009	0.102
20	4/20/2009	0.644	20	5/20/2009	0,134	20	6/20/2009	0.133
21	4/21/2009	0.520	21	5/21/2009	0.155	21	6/21/2009	0.117
22	4/22/2009	0.607	22	5/22/2009	1.736	22	6/22/2009	0.092
23	4/23/2009	0.502	23	5/23/2009	1.770	23	6/23/2009	0.078
24	4/24/2009	0.732	24	5/24/2009	1.401	24	6/24/2009	0.078
25	4/25/2009	0.757	25	5/25/2009	1.503	25	6/25/2009	0.062
26	4/26/2009	0.363	26	5/26/2009	1.604	26	6/26/2009	0.768
27	4/27/2009	0.557	27	5/27/2009	1.403	27	6/27/2009	0.514
28	4/28/2009	0.557	ີ 28[5/28/2009	1.403	28	6/28/2009	0.514
29	4/29/2009	0.207	29	5/29/2009	1.393	29	6/29/2009	0.094
30	4/30/2009	0.445	30	5/30/2009	1.300	30	6/30/2009	0.098
31			31	5/31/2009	1.506	31		

SELF MONITORING REPORT FORM ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Facility Name:	FLAGSTAFF, CITY OF	- WILDCAT HILL WWT	35 12 25.9999 P		Place ID:	Place ID: 1092			
Contact:	Lisa Adams		Longitude:	111 34 32.9	999	LTF#: 3	7603	lnv.#:	
Address:			Section:	17		Lab ID:			
			Range:	8		Date Prep	ared:	7/9/2009	
				bbc		Reporting Period:		2nd Quarter 2009	
Monitoring Point	ID: 11599	Monitoring Name	FLAGSTAFF	, CITY OF - V	WILDCAT HIL	L WWTP - D	SCH RIO DE	FLAG	
Sampling/Report	ting Frequencies: D	aily Monitoring/QUART	ERLY			-			•
STORET: FLOW	V3 Permit Limit: AL:	DL:		AQL:	N/A	MIN:	0.010	MAX:	3.719
FLOW	AZPDES			Method: c	ontinuous me	eter _	UNITS	MGD	•

T	ANALYZED	RESULTS	ΙΤ	ANALYZED	RESULTS		ANALYZED	RESULTS
1	4/1/2009	1.743	1	5/1/2009	1.235	1 1	6/1/2009	1.628
2	4/2/2009	1.551	2	5/2/2009	1,446	1 2	6/2/2009	2,118
3	4/3/2009	2.469	3	5/3/2009	1.563	1 3 □	6/3/2009	1.975
4	4/4/2009	2.979	4	5/4/2009	1.309	4	6/4/2009	2.017
5	4/5/2009	2.899	5	5/5/2009	1.263	5	6/5/2009	1.397
6	4/6/2009	2.985	6	5/6/2009	3.106	6	6/6/2009	1.530
7	4/7/2009	2.531	7 7	5/7/2009	2.174	7 7	6/7/2009	2.185
8	4/8/2009	2.673	8	5/8/2009	0.598	8	6/8/2009	1.948
9	4/9/2009	2.599	9	5/9/2009	1.098	9	6/9/2009	1.299
10	4/10/2009	3.165]-10[5/10/2009	0.886	10	6/10/2009	0.960
11[4/11/2009	3.565		5/11/2009	0.909]11[6/11/2009	0.703
12	4/12/2009	3.365	12	5/12/2009	0.096	12	6/12/2009	0.690
13[4/13/2009	3.011] 13[5/13/2009	0.310]13[6/13/2009	0.675
14	4/14/2009	2.470] [4	5/14/2009	0.522][14[6/14/2009	0.982
15	4/15/2009	2.799	15	5/15/2009	0.047	15	6/15/2009	0.837
16	4/16/2009	2.597	16	5/16/2009	0.131] 16	6/16/2009	0.719
17	4/17/2009	2.554] [7[5/17/2009	0.737])7[6/17/2009	1.249
18	4/18/2009	2.575	18	5/18/2009	0.383	#18	6/18/2009	1.016
19	4/19/2009	2.781	19	5/19/2009	0.010] 19[6/19/2009	1.272
20	4/20/2009	1.787	20	5/20/2009	0.809	20	6/20/2009	1.392
21	4/21/2009	1.715	21	5/21/2009	0.838	21	6/21/2009	1.380
22	4/22/2009	1.722	22	5/22/2009	3.540	22	6/22/2009	0.857
23	4/23/2009	1.721] 23[5/23/2009	3.397	23	6/23/2009	1.059
24	4/24/2009	2.305	24	5/24/2009	3.031	24	6/24/2009	0.866
25	4/25/2009	1.389	25	5/25/2009	3.409	_] 25[6/25/2009	0.876
26	4/26/2009	1.638] 26 [5/26/2009	2.346] 26 [6/26/2009	1.444
27	4/27/2009	1.293] 27 [5/27/2009	1.810	27	6/27/2009	1.077
28	4/28/2009	1.679	<u>]</u> 28	5/28/2009	1.791	28	6/28/2009	1.297
29	4/29/2009	1.489	<u>]</u> 29[5/29/2009	1.751	_] 29[6/29/2009	1.210
30	4/30/2009	1.184] 30[5/30/2009	3.719	30	6/30/2009	1.248
31			31	5/31/2009	2.542	31		

EXHIBIT F.

CLASS A RECLAIMED WATER VALUATION LETTER

Spreadsheel to determine the costs to provide water to wetlands based on Nau, golf course, and prescott valley hased on a initial sate of \$24,850 per acre of water

based on a 5% rate of return of present worth value and an increase of costs of 2% per year.

annual cost 40 year 20 year 30 year 10 year	erinual cost 40 year 20 year 30 year 10 year 5 year	10 year 5 year	5 year annual cost 40 year 20 year	annual cost 40 year 20 year 30 year
prescoll valley 396865 \$6,899,840.81 \$4,945,815,11 \$6,100,787.78 \$3,064,496.33 \$1,718,217.76	\$2,225,537.07 \$1,426,591.63 \$1,883,560.95 \$815,961.37 \$437,494.92	\$1,812,006.97 \$1,812,006.97 \$971,545.81 Galf course		nau low 1 1 100,810 \$2,306,389.98 \$1,478,419.16 \$1,951,990.00 \$245,564,493
396865	91,270 99221.52 591,63 590,95 5961.37 9494.92		220341.4 224748.2 228243.2 238828.1 238504.6 243274.7 248140.2	2 102,826
396885	O I Z CO		224748.2	3 104,883
396865	103630.1		229243.2	106,980
396865	00.00	500	233828.1	5 109,120
396865	0,700.8	107.00	238504.6	111,302
396865		100,140	243274.7	7 113,628
398865		1,000 - 1,000	248140.2	6 7 8 9 1111,302 113,628 115,789 118,115
39 6865		113974 3	253103	9 118,115
396865		116253.8	253103 258185.1 283328.4	10 120,477
396865		118578.9	263328,4	11 122,887
396865		120950.5	268595	12 125,345 127,851
396865		123369.5	273986.9	13 127,851
396865		125836.9	279446.2	14 130.498
396865		128353.6	285035.1	15 133,017
398865		130920.7	290735.8	16 135,677
396865		133539.1	296550.5	17 138,391
396865		136209.9	302481.6	18 141,158
396865		128353.6 130820.7 139539.1 136209.9 139934.1 141712.8 144547 147438	268595 273966.9 279446.2 285035.1 290735.8 298550 <i>5</i> 302481.6 308531.2 314701.8 320885.8 327415.8	15 16 17 18 19 20 21 133,017 135,677 138,391 141,158 143,382 146,861 149,788
396865		141712.8	314701.8	20 146,861
396865		144547	320995.8	21 149,798
396865		147438	327415.8	22 152,794

396865	150386.7	333964.1	155,850
396865	160386.7 153394.5 166462.3 159591.6 162783.4 168039.1 169359.9 172747.1 176202	333864.1 340643.4 347456.2 354405.3 361493.5 368723.3 376097.6 383619.7 391282.1	23 24 155,850 158,967
396865	156462.3	347456.2	25 26 27 · 28 29 30 31 182,147 165,389 168,597 172,071 175,513 179,023 182,603
396865	159591.6	354405.3	26 165,389
396965	162783.4	361493.5	27 168,697
396865	166039.1	368723.3	· 28 172,071
396865	169359.9	376097.B	29 175,513
396865	172747.1	\$83619.7	30 179,023
396865	176202	391292.1	31 192,603
396865	179726	399118	32 186,255
396865	183320.6	4,07100.3	33 189,981
396965	186987	415242.4	34 193,780
396865	190726.7	423547.2	35 197,856
396865	194541.3	432018.1	36 201,609
398865	198432.1	440656.5	37 205,641
396865	202400.7	449471.7.	38 209,754 213,949
396865	179726 183320.6 186987 190726.7 194541.3 198432.1 202400.7 206448.7 210577.7	399118 407100.3 415242.4 423547.2 432018.1 440858.5 449471.7, 458461.1 467630.3	39 213,949
398885	210577.7	467830.3	40 218,228

EXHIBIT G.

PERMIT AGREEMENT (BOW AND ARROW PARK) CITY OF FLAGSTAFF AND ARIZONA STATE GAME AND FISH DEPARTMENT AUTHORIZING USE OF LAND AS PARK

THE STATE OF ARIZONA

GAME AND FISH DEPARTMENT

5000 W. CAREFREE HIGHWAY
PHOENIX, AZ 85086-5000
(602) 942-3000 • WWW.AZGED.GOV

GOVERNOR
JANET NAPOLITANO
COMMISSIONERS
CHAIRMAN. WILLIAM H. MCLEAN, GOLD CANYON
BOB HERNBRODE, TUCSON
JENNIFER L. MARTIN, PHOENIX
ROBERT R. WOODHOUSE, ROLL
NORMAN W. FREEMAN CHINO VALLEY
DIRECTOR
LARRY D. VOYLES
DEPUTY DIRECTOR
VACANT
CHIEF OF STAFF
GARY R. HOVATTER



August 26, 2008

Mr. Erik Solberg City of Flagstaff Asst. Director, Public Works 211 West Aspen Flagstaff, Arizona 86001

Re: Bow and Arrow Permit Agreement

Dear Mr. Solberg:

Pursuant to Arizona Revised Statute (A.R.S.) § 17.241.B, please find enclosed for your files, a fully executed Permit Agreement (Agreement) between the Arizona Game and Fish Commission (Commission) and the City of Flagstaff. This Agreement commences on August 14, 2008 and remains effective through August 13, 2018. The Agreement re-authorizes the City of Flagstaff to use the Commission-owned 3-acre Bow and Arrow Park property, south of the Commission's Flagstaff Regional Office, for the purposes of a playground for children and bus stop.

The Agreement states that the lease fee will be \$3,790.00 per annum for rental of the leasehold premises with the first installment due and payable as of the 14th day of August, 2008. Each subsequent annual rental payment is due and payable on each anniversary of the commencement date. An invoice for the current year's rental lease period will follow this letter.

For further coordination regarding this Permit Agreement please contact me at (623) 236-7570 or email at jcanaca@azgfd.gov.

Sincerely,

Jørge S. Canaca

Land Resource Program Manager

:jsc

Enclosure:

Bow and Arrow Permit Agreement (one original)

cc:

Bob Broscheid, Assistant Director, Wildlife Management Division

Ron Sieg, Regional Supervisor, Flagstaff

Josh Avey, Chief, Habitat Branch

Gene Sturla, Land and Water Program Manager, Habitat Branch

Sarah Lantz, Urban Wildlife Planner, Region II, Flagstaff

When Recorded, Send Copy To:
Land Resources Program Manager
Arizona Game and Fish Commission
5000 West Carefree Highway
Phoenix, Arizona 85086

Permit Agreement
between
State of Arizona,
Arizona Game and Fish Commission
And
The City of Flagstaff

FOR: Flagstaff Regional Office - Bow and Arrow Park/Playground for Children and Bus Stop

HAB-08-0604JSC1 (08/04/08)

3321N07E

Permit Agreement
between
The State of Arizona,
Arizona Game and Fish Commission
and
The City of Flagstaff

THIS PERMIT AGREEMENT (Agreement) is entered into between the Arizona Game and Fish Commission, a state agency, hereafter "Commission," and the City of Flagstaff, an Arizona municipal corporation of the State of Arizona, hereinafter referred to as "City". The terms "Department" and "Director" shall mean the Arizona Game and Fish Department and its Director, acting as administrative agents for the Commission.

WHEREAS the City maintains a portion of Commission property at the Arizona Game and Fish Department's Flagstaff Regional Office, described in Exhibit "A" and illustrated in Exhibit "B" attached hereto, for the purposes of a playground for children and bus stop ("Subject Property");

WHEREAS it is in the best interest of the Commission and the City that the subject property continue to be used for the purposes as stated herein;

WHEREAS this Agreement will authorize the City to continue their occupancy of the subject property as described below for the continuous and sole use as a playground for children and bus stop; and

WHEREAS, the Commission may enter into this Agreement pursuant to Arizona Revised Statutes (A.R.S.) § 17-231(B)(7), and the City may enter into this Agreement in accordance with Article 1, Section 3, of the Flagstaff City Charter.

NOW THEREFORE, under the terms and conditions described herein, and in consideration of fees as determined through a current appraisal of market value, the Commission hereby grants a permit to the City for the use of the Subject Property.

1. Terms and Conditions.

A. <u>Purpose:</u> The City may use the Subject Property as a playground for children and bus stop only. As stated below, the City may construct temporary improvements, at City's expense, appropriate for these approved uses, provided it shall first obtain written approval from the Department. The City agrees to conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation,

drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. The City shall take such other soil and resource conservation and protection measures on the subject property as determined necessary by the Commission.

- B. Compliance with Applicable Laws: The City agrees that in its use of the Subject Property, the City shall comply with all applicable laws, rules, regulations, and ordinances of every governmental body or agency whose authority extends to the premises or to any activities conducted upon the subject easement whether or not said laws, rules, regulations and ordinances are mentioned herein. The City further acknowledges and agrees that the City bears sole responsibility for determining which laws, rules, regulations, and ordinances apply to its activities with respect to the Subject Property.
- C. <u>Term of Agreement:</u> The term of this Agreement will be for a period often (10) years commencing August 14, 2008 and terminating August 13, 2018
- D. Amendment: This Agreement may be modified only by written amendment signed by all parties. Upon termination of the initial term of this Agreement, the Agreement may be renewed for additional periods often (10) years at the option of the Commission. Any such renewal is subject to any additional terms and conditions as may be required by the Commission.
- E. Rental Rate: The City shall pay the Department the sum of THREE THOUSAND AND SEVEN HUNDRED AND NINETY DOLLARS (\$3,790.00) per annum for rental of the premises. Annual rental payment shall be due and payable on each anniversary of the effective date (August 14, 2008) of this Agreement. If an annual payment is tendered to the Department and, thereafter, the City terminates this Agreement, the Department will reimburse the City a prorated amount based upon the months the City leased the property and the per annum rental rate. If the City terminates this Agreement pursuant to Section 5, prior to tendering an annual payment, monthly payments shall be prorated from the agreed per annum rental rate and shall be due to the Department thirty (30) days after the City receives an invoice from the Department.
- 3. <u>Indemnification</u>. The City shall indemnify and hold harmless the State of Arizona, the Commission, the Department, and their Commissioners, employees, agents, and volunteers from any and all claims, demands, liabilities and costs of every kind, including without limitation attorney's fees and litigation expenses arising out of the use, maintenance and occupancy of the Subject Property by the City or arising out of the acts or conduct of any of the City's agents, employees, or representatives or members of the general public except that the City does not indemnify and hold harmless the State of Arizona and its employees and agents for claims, demands, liabilities and costs of any kind arising out of the acts or conduct of the State's agents, employees or representatives.
- 4. **Notices.** That any notices to or demand upon either party hereto by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If intended for Commission, to: Larry D. Voyles, Director Arizona Game and Fish Department 5000 West Carefree Highway (b) If intended for City, to: Erik Solberg, Asst. Director Public Works City of Flagstaff Phoenix, Arizona 85086

211 West Aspen Flagstaff, Arizona 86001

Or to such other address as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.

- 5. Termination. It is understood and agreed that if the Commission's interest or right to the Subject Property is involuntarily terminated prior to the expiration of this Agreement, then this Agreement is automatically terminated along with any and all of the Commission's liabilities or obligations hereunder provided, however, that a voluntary sale or disposition of the Subject Property to a third party by the Commission shall be subject to this Agreement and the provisions contained herein. In addition to the foregoing, the Commission or the City may terminate this agreement at any time upon 30 days written notice to the other party, at which time the parties will agree upon the termination date.
- 6. National Environmental Policy Act. The City agrees to comply with the National Environmental Policy Act of 1969 and obtain all necessary federal, state, or local approvals/permits for construction and management of the projects contemplated herein before any improvements or other lawful development begins.
- 7. Cultural Resources. Pursuant to A.R.S. § 41-844, the City, or its guests or invitees, shall report to the Department and to the Arizona State Museum any archaeological or paleontological site or object that is discovered on the Subject Property whose use by the City, or its guests or invitees, is authorized under this Agreement and immediately cease land-disturbing activities.
- 8. Native Plants. If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Agreement, the City must previously acquire the written permission of the Arizona Commission of Agriculture and Horticulture to remove such plants.
- 9. Enforcement of Conditions. The failure of the Commission to require strict performance of the terms, covenants, agreements, and conditions of this Agreement shall not constitute a waiver or relinquishment of the right of the Commission to thereafter strictly enforce such terms, covenants, agreements, or conditions, which shall at all times continue in full force and effect.
- 10. State Nondiscrimination Orders. In the event that it applies, the parties agree to comply with the Governor's Executive Order No. 99-4; amending 75-5, entitled "Prohibition of discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," the terms of which are incorporated herein by reference.
- 11. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising out of this Agreement, with each party to bear its own attorneys' fees and costs.
- 12. Cancellation Due to Conflict of Interest. All parties are hereby put on notice that, in the event of an illegal conflict of interest, this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the terms of which are incorporated herein by reference.
- 13. Clause Numbers and Headings. Clause numbers and headings are for convenience only

14. Authorization. IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.

STATE OF ARIZONA ARIZONA GAME AND FISH COMMISSION

By: Jany D Joyles

Larry D. Voyles

Secretary to the Commission and Director

Arizona Game and Fish Department

THE CITY OF FLAGSTAFF

By: Lorin Surke, City of Flagstaff City Manager

Date: 8/14/68

.

ATTEST:

By: Lille Matthews from Date: 8/14/08
Margic Brown City Clerk

APPROVED AS TO FORM:

By: Michelle January Date: 8/13/08

Patricia J. Boomsma, City Attorney

EXHIBIT "A"

Approximately three (3) acres located in the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of the $W\frac{1}{2}$ of the $NW\frac{1}{2}$ in Section Thirty-Three (33), Township Twenty-One (21) North, Range Seven (7) East, more particularly described as follows:

Lying East of and adjacent of the Lake Mary Road Right-of-Way and commencing from the pin in the center of Lake Mary Road where it intersects the State's eastern boundary, thence north along the boundary line a distance of 800 feet, thence due west a distance of 328 feet to the intersection of the center of Lake Mary Road, thence in southeasterly direction parallel to the center of the road to the point of beginning, all as illustrated on Exhibit B attached hereto and by reference incorporated herein.

EXHIBIT "B"

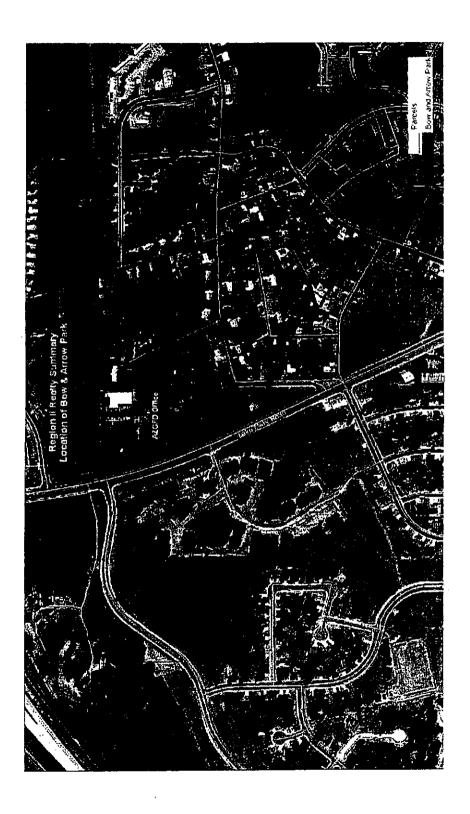


EXHIBIT H.

RECLAIMED WATER USE PERMIT



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street Phoenix, Arizona 85007 (602) 771-2300 www.azdeq.gov



July 30, 2009

City of Flagstaff
Attn: Kevin Burke, City Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: Flagstaff, City of

Type 3 Agent Reclaimed Water General Permit - Issued on July 30, 2009

ADEQ Inventory No. R106143, LTF No. 50538

Dear Mr. Burke:

The Arizona Department of Environmental Quality has processed your application for a Type 3 Agent Reclaimed Water General Permit for allowable beneficial uses for Class A+ reclaimed water as supplied by the City of Flagstaff Rio de Flag and Wildcat Hill wastewater treatment facilities. Enclosed please find the letter of Verification of Conformance, which was signed on July 30, 2009. This authorization to operate under the reclaimed water rules will expire on July 29, 2014. If you wish to continue to use reclaimed water under this authorization beyond this date, you must submit a Notice of Intent at least 90 days prior to expiration (by April 29, 2014).

If you have any questions regarding this general permit authorization, please feel free to contact me at (602) 771-4464.

Sincerely,

Marcy Mullins, Reclaimed Water Program Coordinator

APP and Reuse Unit, ADEQ

larcy Mullins

Enclosures: 1. Letter of Verification of Conformance

2. Reclaimed Water Rules (A.A.C. R18-9 Articles 6 and 7)

cc: Lynne Dekarske, Environmental Program Specialist - Groundwater Section, ADEQ
Robert E. Olberding, Manager - Field Services, Southern Regional Office, ADEQ
John Davison, Program Assistant - Utilities Department, City of Flagstaff
Larry Lemke, Plants Manager - Utilities Department, City of Flagstaff

WWR09:367

Northern Regional Office 1801 West Route 66, Suite 117, Flagstaff, AZ 86001 (928) 779-0313 Southern Regional Office 400 West Congress Street, Suite 433, Tucson, AZ 85701 (520) 628-6733

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



VERIFICATION OF GENERAL PERMIT CONFORMANCE AND AUTHORIZATION TO OPERATE UNDER A TYPE 3 AGENT RECLAIMED WATER GENERAL PERMIT

ADEQ Inventory No. R106143, LTF No. 50538

Permittee: City of Flagstaff

Attention: Kevin Burke, City Manager

Address: 211 West Aspen Avenue, Flagstaff, Arizona 86001

Reclaimed Water Sources:

1. City of Flagstaff Rio de Flag Water Reclamation Plant (Class A+), APP No. 102421 Address: 600 S. Babbitt Way, Flagstaff, Arizona 86001 (Coconino County)

2. City of Flagstaff Wildcat Hill Wastewater Treatment Plant (Class A+), APP No. 100760 Address: 2800 N. El Paso Flagstaff Road, Flagstaff, Arizona 86004 (Coconino County)

Determination based on:

Notice of Intent (NOI) to Operate and attachments received by ADEQ on July 29, 2009

✓ Verification of Conformance. Your NOI and supplemental documentation satisfy the requirements in Arizona Administrative Code (A.A.C.) R18-9 Article 7. This Verification of General Permit Conformance is being recorded as number R106143. Permittee must comply with all operation requirements specified in A.A.C. R18-9-718. The renewal date for this authorization is FIVE YEARS from the date of activation, or July 29, 2014. If you wish to renew this authorization prior to the expiration date, an NOI must be submitted at least 90 days before this Verification of General Permit Conformance expires (see A.A.C. R18-9-709).

Permittee is responsible for the direct reuse of Class A+ reclaimed water by end-users as included in the Notice of Intent and supplemental documentation. Permittee shall maintain a contractual agreement with each end-user stipulating any end-user responsibilities for the use of reclaimed water.

Pursuant to A.A.C. R18-9-718(E), Permittee shall record and annually report the following information to the ADEQ Water Quality Compliance Section (1110 W. Washington Street, Mail Code 5415B-1, Phoenix, Arizona, 85007), on or before each anniversary date of this verification approval:

- 1. The total volume of reclaimed water delivered by the Permittee for beneficial use;
- 2. Any change in the information submitted under A.A.C. R18-9-718(C).

This authorization may be revoked and an individual permit required in the event the permittee fails to comply with the terms of the general permit described in the Arizona Administrative Code or if the reuse activities cause or contribute to, or have the potential to cause or contribute to the violation of an Aquifer Water Quality Standard.

Authorizing Signature

Michele Robertson, Manager

Groundwater Section
Water Quality Division

<u>1-30-09</u> Date

WWR09:366