

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

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

The public can submit comments that will be read at the dais by a staff member to
publiccomment@flagstaffaz.gov.

**SPECIAL COUNCIL MEETING
WEDNESDAY
JUNE 17, 2020**

**STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
6:45 P.M.**

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. **Consideration and Adoption of Resolution No. 2020-36:** A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the Fiscal Year 2020-2021.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-36 by title only
- 2) City Clerk reads Resolution No. 2020-36 by title only (if approved above)
- 3) Adopt Resolution No. 2020-36
- 4) Reconvene Regular Meeting

5. **Consideration and Adoption of Ordinance No. 2020-16:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2021. **(Primary and secondary property tax levies for FY 2020-2021)**

STAFF RECOMMENDED ACTION:

At the June 16, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-16 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-16 by title only (if approved above)

At the July 7, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-16 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-16 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-16

6. **Consideration and Adoption of Resolution No. 2020-35:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-35 by title only
- 2) City Clerk reads Resolution No. 2020-35 by title only (if approved above)
- 3) Adopt Resolution No. 2020-35

7. **Consideration and Approval of Grant Agreement:** Arizona 911 Grant Agreement between Arizona Department of Administration Office of Grants and Federal Resources and the City of Flagstaff acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of \$501,554.00 for the 911 budget for Coconino County FY2020-21.

8. **Consideration and Adoption of Resolution No. 2020-32:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-32 by title only
- 2) City Clerk reads Resolution No. 2020-32 by title only (if approved above)
- 3) Adopt Resolution No. 2020-32

9. **Consideration and Adoption of Resolution No. 2020-39:** A Resolution of the Flagstaff City Council, authorizing Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to proceed with environmental and other evaluation and planning for the Downtown transfer center on City property under the existing license.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-39 by title only
- 2) City Clerk reads Resolution No. 2020-39 by title only (if approved above)
- 3) Adopt Resolution No. 2020-39

10. **Consideration and Adoption of Resolution No. 2020-34:** A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona authorizing City of Flagstaff to become a member of the Arizona municipal Risk Retention Pool, an Arizona nonprofit corporation.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-34 by title only
- 2) City Clerk reads Resolution No. 2020-34 by title only (if approved above)
- 3) Adopt Resolution No. 2020-34

11. **Consideration and Approval of Preliminary Plat** Request by AZ North Realty for Preliminary Plat (replat) approval for Rio Homes Unit 4, a 5.1-acre site located at 1221 East Emma Drive. The site is in the Medium Density Residential (MR) zone and has a Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission recommends (by 6-0 vote on 5/27/20) the City Council approve the Preliminary Plat.

12. **Consideration and Adoption of Resolution No. 2020-37:** A resolution of the City Council of the City of Flagstaff, Arizona, calling a Special Election to be held on November 3, 2020, in conjunction with the City's General Election, to submit to the registered voters of Flagstaff a question to approve the continuation of a 1% City transaction privilege (sales) tax, excluding the tax on food, through June 30, 2035

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-37 by title only
- 2) City Clerk reads Resolution No. 2020-37 by title only (if approved above)
- 3) Adopt Resolution No. 2020-37

13. **Consideration and Adoption of Ordinance No. 2020-18:** An ordinance amending Flagstaff City Code Title 9, Traffic, Chapter 9-05, Bicycles.

STAFF RECOMMENDED ACTION:

At the June 16, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-18 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-18 by title only (if approved above)

At the July 7, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-18 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-18 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-18

14. DISCUSSION ITEMS

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

15. COUNCIL LIAISON REPORTS

16. FUTURE AGENDA ITEM REQUESTS

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

- A. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion regarding the addition of lobbying for Land and Water Conservation Fund to City Council's legislative agenda.
- B. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion regarding a possible Council action to adjust the timeline of the Flagstaff minimum wage with the intent of furthering the purpose of the voter initiative.

17. CITY MANAGER REPORT

- A.** City Manager Report

18. COVID-19 UPDATES

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

20. 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 _____, 2020.

Stacy Saltzburg, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brandi Suda, Finance Director
Co-Submitter: Heidi Derryberry, Assistant Finance Director
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-36: A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the Fiscal Year 2020-2021.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-36 by title only
- 2) City Clerk reads Resolution No. 2020-36 by title only (if approved above)
- 3) Adopt Resolution No. 2020-36
- 4) Reconvene Regular Meeting

Executive Summary:

Each municipality is required to adopt a budget as prescribed by A.R.S. Title 42, Chapter 17, Articles 1 through 5. As published in the tentative adoption of the budget, the final budget is to be adopted on June 16, 2020, (during a Special Meeting), and following a public hearing to receive citizen comments.

Financial Impact:

The final budget adoption allows the City to commit and spend funds for community needs as described in the Fiscal Year (FY) 2020-2021 Budget. This will set the maximum allowable expenditures for FY 2020-2021.

Policy Impact:

The FY 2020-2021 budget is the financial plan of the City for the upcoming fiscal year.

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

The adoption of the Annual Budget and Financial Plan provides Council direction and financial resources to support the Council Goals, Regional Plan and Team Flagstaff Strategic Plans.

Has There Been Previous Council Decision on This:

- September Priority Based Budget Retreat on September 24, 2019
- February Budget Retreat on February 3, 2020, and February 4, 2020
- Council Budget Work Session on April 23, 2020, and April 24, 2020
- Tentative Budget Adoption on June 2, 2020

Options and Alternatives:

- Approve the budget as presented: As the City adopted the tentative budget on June 2, 2020, the maximum appropriation for FY 2020-2021 has been set.
- Amend and approve the budget: The Council could choose to make adjustments within that maximum appropriation or make reductions in the maximum appropriation.

Background/History:

The budget was presented for tentative adoption on June 2, 2020. The tentative adoption established the maximum appropriation for the City for FY 2020-2021. The budget legal schedules were published in the Arizona Daily Sun on June 4, 2020, and June 11, 2020.

Key Considerations:

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget. If this time sequence is not met as required by statute, the tentative budget adoption, final budget adoption, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July.

June 2, 2020 Tentative adoption of the budget by Council

June 16, 2020 Public hearing on FY 2020-2021 Budget and Property Tax Levy

June 16, 2020 Final budget adoption (done in a Special meeting)

Expanded Financial Considerations:

Funds must be appropriated to allow for expenditures to occur. The proposed budget was built on revenue estimates prior to the COVID-19 pandemic. Staff is seeking adoption of the budget based on these estimates to set the maximum allowable expenditures. While revenues may be less than the adopted budget and staff have prepared several scenarios for potential revenue declines, we do not have sufficient data to support specific revenue declines. The City can spend less than the adopted budget, however, we cannot exceed the budget even if revenues are higher than what was adopted.

In April 2020, the City Council adopted a 2020 Economic Recession Plan ("Recession Plan") and Council approved moving to the significant stage on May 26, 2020. The City will use the Recession Plan for guidance in expenditure reduction measures to ensure we stay within the resources available as a result of the current financial uncertainties related to the COVID-19 flu pandemic. The City is closely monitoring financial revenue data as received in order that the City may make appropriate spending decisions.

Community Benefits and Considerations:

The budget process has allowed for public participation which is vital for the City Council in determining the current year goals and objectives. The budget assists in translating the community's goals and objectives as determined by City Council into fiscal reality. Timely budget adoption allows the City to commit expenditures as related to the FY 2020-2021 Budget as needed for ongoing operational consistency to the citizenry. The FY 2020-2021 Budget is balanced.

Community Involvement:

Inform/Involve: Earlier this evening there was a public hearing to receive any last public comments prior to final budget adoption. Budget legal schedules were published in the June 4, 2020, and June 11, 2020, Arizona Daily Sun to allow for community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website.

Attachments: Res. 2020-36
 Final Budget

RESOLUTION NO. 2020-36

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA
ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR
2020-2021**

RECITALS:

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 2, 2020 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 2, 2020, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 16, 2020, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. 42-17051 (A).

ENACTMENTS:

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

SECTION 1 That said estimates of revenues and expenditures shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the City of Flagstaff for Fiscal Year 2020-2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of June, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses

Schedule B – Tax Levy and Tax Rate Information

Schedule C – Revenues Other Than Property Taxes

Schedule D – Other Financing Sources/(Uses) and Interfund Transfers

Schedule E – Expenditures/Expenses by Fund

Schedule F – Expenditures/Expenses by Division (as applicable)

Schedule G – Full-Time Employees and Personnel Compensation

Official Budget Forms
City of Flagstaff
Fiscal Year 2021

City of Flagstaff
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Fiscal Year 2021

Resolution for the Adoption of the Budget

Schedule A - Summary schedule of Estimated Revenues and Expenditures/Expenses

Schedule B - Tax Levy and Tax Rate Information

Schedule C - Revenues Other Than Property Taxes

Schedule D - Other Financing Sources/(Uses) and Interfund Transfers

Schedule E - Expenditures/Expenses by Fund

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Schedule G - Full-Time Employees and Personnel Compensation

City of Flagstaff
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020-2021

The final opportunity for public input on the City of Flagstaff Fiscal Year 2020-2021 budget will occur on June 16, 2020 at the 3:00 PM City Council meeting
In-person audiences have been suspended until further notice - public participation comments can be submitted to publiccomment@flagstaffaz.gov
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
or the official website "flagstaff.az.gov" or by request

Fiscal Year	S c h	Funds							
		General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Fund	Enterprise Funds	Internal Service Funds	Total All Funds
2020	Adopted/ Adjusted Budgeted Expenditures/Expenses*	74,623,301	79,210,888	7,390,028	33,885,094	0	84,855,761	0	279,965,072
2020	Actual Expenditures/Expenses**	69,447,035	52,141,749	7,020,714	17,058,517	0	60,338,903	0	206,006,918
2021	Fund Balance/Net Position at July 1***	33,112,020	66,623,683	7,283,897	6,846,318	343,434	70,674,322	0	184,883,674
2021	Primary Property Tax Levy	6,952,496	0	0	0		0	0	6,952,496
2021	Secondary Property Tax Levy	0	0	7,406,121	0		0	0	7,406,121
2021	Estimated Revenues Other than Property Taxes	62,849,958	56,615,644	10,000	2,892,000	14,126	77,095,515	0	199,477,243
2021	Other Financing Sources	0	0	130,000,000	10,000,000	0	22,000,000	0	162,000,000
2021	Other Financing (Uses)	0	0	0	0	0	0	0	0
2021	Interfund Transfers In	4,157,395	15,290,765	9,380,836	637,938	0	2,123,205	0	31,590,139
2021	Interfund Transfers (Out)	4,461,427	17,153,040	7,500,845	30,075	0	2,444,752	0	31,590,139
2021	Reduction for Amounts Not Available								
Less:	Amounts for Future Debt Retirement								0
									0
									0
									0
2021	Total Financial Resources Available	102,610,442	121,377,052	146,580,009	20,346,181	357,560	169,448,290	0	560,719,534
2021	Budgeted Expenditures/Expenses	81,689,749	94,938,326	129,380,836	20,346,181	0	124,333,224	0	450,688,316

Expenditure Limitation Comparison

1. Budgeted Expenditures/Expenses
2. Add/Subtract: Estimated Net Reconciling Items
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items
4. Less: Estimated Exclusions
5. Amount Subject to the Expenditure Limitation
6. EEC Expenditure Limitation

2020		2021	
\$	338,853,866	\$	450,688,316
	0		0
	338,853,866		450,688,316
	176,806,537		282,359,084
\$	162,047,329	\$	168,329,232
\$	162,133,141	\$	168,625,388

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent fund balance/net position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff
Expenditure Limitation and
Tax Levy Information
Fiscal Year 2020-2021

	Estimate* FY 2019-2020	Budget FY 2020-2021
Expenditure Limitation [Economic Estimates Commission]		\$ 168,625,388
Total Estimated Expenditures Subject to Expenditure Limitation		
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A] rev 6/06 HB 2876	\$ 6,892,243	\$ 7,091,361
2. Amount Received from Primary Property Taxation in FY 2019-2020 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	\$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	\$ 6,892,243	\$ 6,952,496
B. Secondary Property Taxes	7,268,436	7,406,121
C. Total Property Tax Levy Amount	\$ 14,160,679	\$ 14,358,617
4. Property Taxes Collected (Estimated)		
A. Primary Property Taxes:		
(1) FY 2019-2020 Levy	\$ 6,792,243	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes Collected	6,892,243	
B. Secondary Property Taxes:		
(1) FY 2019-2020 Levy	7,268,436	
(2) Total Secondary Property Taxes Collected	7,268,436	
C. Total Property Taxes Collected	\$ 14,160,679	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate:		
(1) Primary Property Tax Rate	0.7933	0.7510
(2) Secondary Property Tax Rate	0.8366	0.8000
(3) Total City Tax Rate	1.6299	1.5510
B. Special Assessment District Tax Rates:		
As of the date of the proposed budget, the City was operating one special assessment district for which secondary property taxes are levied. For information pertaining to this district and its tax rates, please contact the City Finance section.		

* Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2019-2020 and 2020-2021
(With Actuals for Fiscal Year 2018-2019)

Source of Revenues	Actual Revenues 2018-2019	Budgeted Revenues 2019-2020	Estimated Revenues 2019-2020	Budgeted Revenues 2020-2021	Change (Bdgt-Bdgt)	% Change
General Fund						
Local Taxes						
City Sales Tax	\$ 20,380,239	22,781,468	21,612,806	22,146,670	(634,798)	(2.79%)
Franchise Tax	2,446,663	2,585,889	2,425,000	2,471,500	(114,389)	(4.42%)
Licenses and Permits						
Business Licenses	44,102	30,000	30,000	30,000	-	0.00%
Building Permits	2,219,361	1,650,000	2,100,000	1,702,500	52,500	3.18%
Other Licenses and Permits	1,026,626	1,026,716	1,076,880	1,153,764	127,048	12.37%
Intergovernmental						
State Income Tax Sharing	8,716,163	9,451,184	9,564,600	10,669,590	1,218,406	12.89%
State Shared Sales Tax	7,256,536	7,182,893	7,400,000	7,486,395	303,502	4.23%
Auto Lieu Tax	3,427,640	3,237,360	3,500,000	3,540,863	303,503	9.38%
Federal Grants	1,004,934	2,355,526	1,203,290	4,104,504	1,748,978	74.25%
State/Local Grants	673,520	2,849,453	2,674,423	1,466,978	(1,382,475)	(48.52%)
Local Intergovernmental Agreements	1,214,580	1,257,668	1,257,668	1,133,160	(124,508)	(9.90%)
Charges for Services						
Community Development	931,171	730,800	810,500	745,500	14,700	2.01%
Parks and Recreation	1,602,015	1,622,870	1,622,870	1,610,870	(12,000)	(0.74%)
Public Safety	812,059	732,817	792,317	741,506	8,689	1.19%
Cemetery/General Government	157,677	180,950	181,150	182,937	1,987	1.10%
Fines and Forfeits	1,416,061	1,420,489	1,428,639	1,458,855	38,366	2.70%
Investment Earnings	598,820	371,837	500,702	422,751	50,914	13.69%
Miscellaneous	1,614,162	1,820,497	1,960,614	1,781,615	(38,882)	(2.14%)
Total General Fund	55,542,329	61,288,417	60,141,459	62,849,958	1,561,541	2.55%
Special Revenue Funds						
Housing and Community Services Fund						
Intergovernmental						
Federal Grants	697,273	993,899	562,359	1,359,953	366,054	36.83%
State Grants	93,691	1,080,000	1,080,000	900,000	(180,000)	(16.67%)
Investment Earnings	17,389	-	17,133	4,000	4,000	100.00%
Sale of Real Property	68,016	-	-	-	-	0.00%
Miscellaneous	151,781	-	65,801	-	-	0.00%
Total Housing and Comm Svcs Fund	1,028,150	2,073,899	1,725,293	2,263,953	190,054	9.16%
Metro Planning Organization Fund						
Intergovernmental						
Federal Grants	414,963	1,150,886	1,148,519	-	(1,150,886)	(100.00%)
Miscellaneous	5,000	505,000	5,000	-	(505,000)	(100.00%)
Total Metro Planning Organization Fund	419,963	1,655,886	1,153,519	-	(1,655,886)	(100.00%)
Library Fund						
Intergovernmental						
Federal Grants	38,391	55,000	55,000	55,000	-	0.00%
State/Local Grants	63,480	-	-	-	-	0.00%
Library District Taxes	3,536,147	3,888,971	3,558,962	3,738,235	(150,736)	(3.88%)
Investment Earnings	64,095	38,381	66,824	67,158	28,777	74.98%
Miscellaneous	77,349	41,000	41,000	41,000	-	0.00%
Total Library Fund	3,779,462	4,023,352	3,721,786	3,901,393	(121,959)	(3.03%)

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2019-2020 and 2020-2021
(With Actuals for Fiscal Year 2018-2019)

Source of Revenues	Actual Revenues 2018-2019	Budgeted Revenues 2019-2020	Estimated Revenues 2019-2020	Budgeted Revenues 2020-2021	Change (Bdgt-Bdgt)	% Change
Highway User Revenue Fund						
Intergovernmental						
Federal Grants	\$ 235	-	-	-	-	0.00%
Highway User Tax	8,463,878	8,619,609	8,869,609	8,958,305	338,696	3.93%
Licenses and Permits	45,870	-	-	-	-	0.00%
Investment Earnings	133,403	15,000	41,000	18,000	3,000	20.00%
Miscellaneous	346,727	2,336,458	-	2,336,458	-	0.00%
Total Highway User Revenue Fund	8,990,113	10,971,067	8,910,609	11,312,763	341,696	3.11%
Transportation Fund						
Transportation Tax	20,766,231	26,911,206	25,516,880	26,058,162	(853,044)	(3.17%)
Intergovernmental						
Federal Grants	-	-	-	451,656	451,656	100.00%
State/Local Grants	-	-	-	100,000	100,000	100.00%
Investment Earnings	649,370	197,000	659,200	174,000	(23,000)	(11.68%)
Miscellaneous	118,611	-	-	-	-	0.00%
Total Transportation Fund	21,534,212	27,108,206	26,176,080	26,783,818	(324,388)	(1.20%)
FUTS Fund						
Investment Earnings	68,263	19,000	65,200	15,000	(4,000)	(21.05%)
Total FUTS Fund	68,263	19,000	65,200	15,000	(4,000)	(21.05%)
Beautification Fund						
BBB Tax	1,767,866	1,845,000	1,820,000	1,865,500	20,500	1.11%
Investment Earnings	109,480	30,000	100,000	37,000	7,000	23.33%
Miscellaneous	(5,025)	-	-	-	-	0.00%
Total Beautification Fund	1,872,321	1,875,000	1,920,000	1,902,500	27,500	1.47%
Economic Development Fund						
BBB Tax	840,050	876,375	864,500	886,113	9,738	1.11%
Investment Earnings	18,612	7,486	15,730	8,279	793	10.59%
Miscellaneous	366,188	431,246	393,672	419,804	(11,442)	(2.65%)
Total Economic Development Fund	1,224,850	1,315,107	1,273,902	1,314,196	(911)	(0.07%)
Tourism Fund						
BBB Tax	2,652,694	2,767,500	2,730,000	2,798,250	30,750	1.11%
Retail Sales	74,733	89,227	118,706	119,893	30,666	34.37%
Investment Earnings	27,019	5,944	25,727	4,988	(956)	(16.08%)
Miscellaneous	32,355	27,438	27,438	13,774	(13,664)	(49.80%)
Total Tourism Fund	2,786,801	2,890,109	2,901,871	2,936,905	46,796	1.62%
Arts and Science Fund						
BBB Tax	662,725	691,875	682,500	699,563	7,688	1.11%
Investment Earnings	13,399	4,000	15,751	5,000	1,000	25.00%
Miscellaneous	(2,837)	-	-	-	-	0.00%
Total Arts and Science Fund	673,287	695,875	698,251	704,563	8,688	1.25%
Recreation - BBB Fund						
BBB Tax	2,917,785	3,044,250	3,003,000	3,078,075	33,825	1.11%
Investment Earnings	27,752	5,000	11,000	5,000	-	0.00%
Miscellaneous	(12,457)	-	-	-	-	0.00%
Total Recreation - BBB Fund	2,933,080	3,049,250	3,014,000	3,083,075	33,825	1.11%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2019-2020 and 2020-2021
(With Actuals for Fiscal Year 2018-2019)

Source of Revenues	Actual Revenues 2018-2019	Budgeted Revenues 2019-2020	Estimated Revenues 2019-2020	Budgeted Revenues 2020-2021	Change (Bdgt-Bdgt)	% Change
Parking District Fund						
Parking	\$ 1,501,662	1,466,434	1,520,000	1,254,378	(212,056)	(14.46%)
Investment Earnings	17,063	14,000	18,000	23,100	9,100	65.00%
Total Parking District Fund	1,518,725	1,480,434	1,538,000	1,277,478	(212,056)	(14.32%)
Water Resource & Infrastructure Protection Fund						
Water Resource Protection Fee	-	-	-	1,120,000	1,120,000	100.00%
Total WRIP Fund	-	-	-	1,120,000	1,120,000	100.00%
Total Special Revenue Funds	46,829,227	57,157,185	53,098,511	56,615,644	(550,641)	(0.96%)
Debt Service Funds						
Secondary Property Tax Fund						
Investment Earnings	56,858	34,000	34,000	10,000	(24,000)	(70.59%)
Total Secondary Property Tax Fund	56,858	34,000	34,000	10,000	(24,000)	(70.59%)
Special Assessment Bond Fund						
Investment Earnings	9,330	1,000	1,119	-	(1,000)	(100.00%)
Total Special Assessment Bonds Fund	9,330	1,000	1,119	-	(1,000)	(100.00%)
Total Debt Service Funds	66,188	35,000	35,119	10,000	25,000	(71.43%)
Permanent Funds						
Perpetual Care Fund						
Contributions	26,460	9,690	9,690	9,884	194	2.00%
Investment Earnings	5,759	3,225	4,200	4,242	1,017	31.53%
Total Perpetual Care Fund	32,219	12,915	13,890	14,126	1,211	9.38%
Total Permanent Funds	32,219	12,915	13,890	14,126	1,211	9.38%
Capital Project Funds						
Non GO Bonds Projects Fund						
Real Estate Proceeds	-	-	-	2,000,000	2,000,000	100.00%
Investment Earnings	46,116	-	12,000	3,000	3,000	100.00%
Total Non GO Bonds Projects Fund	46,116	-	12,000	2,003,000	2,003,000	100.00%
GO Bonds Projects Fund						
Intergovernmental						
Federal Grants	42,428	-	-	-	-	0.00%
State Grants	-	189,000	-	889,000	700,000	370.37%
Investment Earnings	68,767	10,000	35,000	-	(10,000)	(100.00%)
Total GO Bonds Projects Fund	111,195	199,000	35,000	889,000	690,000	346.73%
Total Capital Projects Funds	157,311	199,000	47,000	2,892,000	2,693,000	1,353.27%
Enterprise Funds						
Drinking Water Fund						
Water Fees	17,571,826	19,769,681	18,926,562	18,985,295	(784,386)	(3.97%)
Investment Earnings	357,044	319,700	442,188	120,101	(199,599)	(62.43%)
Miscellaneous	(1,720)	5,150	5,150	805,150	800,000	15,534%
Total Drinking Water Fund	17,927,150	20,094,531	19,373,900	19,910,546	(183,985)	(0.92%)

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2019-2020 and 2020-2021
(With Actuals for Fiscal Year 2018-2019)

Source of Revenues	Actual Revenues 2018-2019	Budgeted Revenues 2019-2020	Estimated Revenues 2019-2020	Budgeted Revenues 2020-2021	Change (Bdgt-Bdgt)	% Change
Wastewater Fund						
Wastewater Fees	\$ 11,961,453	12,500,971	11,877,737	12,243,546	(257,425)	(2.06%)
Investment Earnings	224,834	56,755	322,774	163,311	106,556	187.75%
Miscellaneous	123,742	-	(103,000)	-	-	0.00%
Total Wastewater Fund	12,310,029	12,557,726	12,097,511	12,406,857	(150,869)	(1.20%)
Reclaimed Water Fund						
Reclaimed Water Fees	918,324	1,034,578	1,034,578	1,036,539	1,961	0.19%
Investment Earnings	15,612	5,152	21,586	7,953	2,801	54.37%
Total Reclaimed Water Fund	933,936	1,039,730	1,056,164	1,044,492	4,762	0.46%
Stormwater Fund						
Intergovernmental						
Federal Grants	3,156	200,000	19,400	659,180	459,180	229.59%
State Grants	6,259	-	82,721	-	-	0.00%
Stormwater Fees	2,667,251	4,241,397	4,251,682	4,242,341	944	0.02%
Investment Earnings	29,542	35,187	47,706	18,776	(16,411)	(46.64%)
Total Stormwater Fund	2,706,208	4,476,584	4,401,509	4,920,297	443,713	9.91%
Solid Waste Fund						
Solid Waste	11,583,513	11,833,542	11,619,382	12,368,625	535,083	4.52%
Investment Earnings	430,023	402,730	439,804	449,292	46,562	11.56%
Miscellaneous	31,148	-	600	-	-	0.00%
Total Solid Waste Fund	12,044,684	12,236,272	12,059,786	12,817,917	581,645	4.75%
Sustainability and Environmental Management Fund						
Intergovernmental						
Federal Grants	47,020	40,000	40,000	86,407	46,407	116.02%
State Grants	8,000	-	-	4,077	4,077	100.00%
Environmental Services	1,019,502	1,060,738	1,021,376	1,041,804	(18,934)	(1.78%)
Investment Earnings	7,318	3,130	3,130	3,177	47	1.50%
Miscellaneous	9	530	530	3,041	2,511	473.77%
Total Sustainability and Env Mgmt Fund	1,081,849	1,104,398	1,065,036	1,138,506	34,108	3.09%
Airport Fund						
Intergovernmental						
Federal Grants	48,170	5,989,637	3,361,431	10,976,082	4,986,445	83.25%
State Grants	31,677	66,850	128,703	953,726	886,876	1,326.67%
Airport	2,121,219	2,082,841	2,435,235	2,547,324	464,483	22.30%
Parking	-	133,351	-	-	(133,351)	(100.00%)
Investment Earnings	12,940	1,500	300	1,500	-	0.00%
Miscellaneous	(619)	3,080	1,000	1,000	(2,080)	(67.53%)
Total Airport Fund	2,213,387	8,277,259	5,926,669	14,479,632	6,202,373	74.93%
Flagstaff Housing Authority Fund						
Intergovernmental						
Federal Grants	5,322,044	6,757,401	5,756,151	8,532,570	1,775,169	26.27%
Rents and Other Tenant Income	1,387,251	1,375,000	1,375,000	1,447,000	72,000	5.24%
Miscellaneous	627,542	438,021	438,021	397,698	(40,323)	(9.21%)
Total Flagstaff Housing Authority Fund	7,336,837	8,570,422	7,569,172	10,377,268	1,806,846	21.08%
Total Enterprise Funds	56,554,080	68,356,922	63,549,747	77,095,515	8,738,593	12.78%
Total Revenues	\$ 159,181,354	187,049,439	176,885,726	199,477,243	12,418,704	6.64%

City of Flagstaff
Summary by Funding of Other Financing Sources
and Interfund Transfers
Fiscal Year 2020-2021

Fund	Proceeds from Other Financing Sources	Interfund Transfers	
		In	Out
General Fund	\$ -	4,157,395	4,461,427
Special Revenue Funds			
FMPO	-	-	37,778
Library	-	1,636,911	-
Highway User Revenue	-	13,369,076	113,000
Transportation	-	37,778	13,369,076
Beautification	-	-	495,313
Economic Development	-	247,000	343,757
Tourism	-	-	155,070
Recreation - BBB	-	-	2,542,697
Parking District	-	-	96,349
Total Special Revenue Funds	-	15,290,765	17,153,040
Debt Service Funds			
GO Bonds	-	7,378,336	-
Secondary Property Tax	-	-	7,378,336
Pension Debt Service	130,000,000	2,002,500	-
Special Assessments	-	-	122,509
Total Debt Service Funds	130,000,000	9,380,836	7,500,845
Capital Project Funds			
Non GO Bond Funded Projects	10,000,000	537,938	75
GO Bond Funded Projects	-	100,000	30,000
Total Capital Projects Funds	10,000,000	637,938	30,075
Enterprise Funds			
Drinking Water	-	1,745,957	82,247
Wastewater	-	-	1,621,451
Reclaimed Water	-	-	117,473
Stormwater	18,000,000	-	7,033
Solid Waste	-	63,570	100,000
Sustainability and Environmental Management	-	313,678	-
Airport	4,000,000	-	516,548
Total Enterprise Funds	22,000,000	2,123,205	2,444,752
Total All Funds	\$ 162,000,000	31,590,139	31,590,139

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2020 and 2021
(With Actual for Fiscal Year 2019)

Fund/Division	Actual Expenditures/ Expenses 2018-2019	Adopted Budgeted Expenditures/ Expenses 2019-2020	Estimated Expenditures/ Expenses 2019-2020	Proposed Budgeted Expenditures/ Expenses 2020-2021	Change (Budget-Budget)	% Change
General Fund						
General Administration	\$ 10,548,209	8,662,671	8,483,056	12,256,688	3,594,017	41.5%
Community Development	5,136,714	5,774,316	5,522,995	6,030,172	255,856	4.4%
Management Services	3,896,879	7,807,177	7,115,784	4,596,113	(3,211,064)	(41.1%)
Fire	14,448,863	19,123,206	17,364,984	20,263,632	1,140,426	6.0%
Police	21,918,669	25,165,928	24,325,219	25,630,337	464,409	1.8%
Public Works	9,189,367	12,737,356	10,370,389	11,618,249	(1,119,107)	(8.8%)
Economic Vitality	171,215	223,614	223,614	107,265	(116,349)	(52.0%)
Non-Departmental	(2,968,899)	(919,841)	(4,109,006)	(340,457)	579,384	(63.0%)
Contingency	134,347	1,662,750	150,000	1,527,750	(135,000)	(8.1%)
Total General Fund	62,475,364	80,237,177	69,447,035	81,689,749	1,452,572	1.8%
Special Revenue Funds						
Housing and Community Service Fund						
Community Development	1,006,327	2,991,581	2,033,906	2,886,877	(104,704)	(3.5%)
Non-Departmental	46,471	48,668	48,668	48,668	-	0.0%
	1,052,798	3,040,249	2,082,574	2,935,545	(104,704)	(3.4%)
Metro Planning Organization Fund						
Community Development	402,153	1,390,876	1,221,876	-	(1,390,876)	(100.0%)
Non-Departmental	26,658	43,000	43,000	-	(43,000)	(100.0%)
Contingency	-	500,000	-	-	(500,000)	(100.0%)
	428,811	1,933,876	1,264,876	-	(1,933,876)	(100.0%)
Library Fund						
General Administration	216,364	212,985	212,985	253,764	40,779	19.1%
Management Services	101,612	139,996	139,996	139,996	-	0.0%
Public Works	57,394	44,483	44,483	43,397	(1,086)	(2.4%)
Economic Vitality	4,471,913	7,367,486	5,412,465	6,849,779	(517,707)	(7.0%)
Non-Departmental	54,829	75,872	75,872	71,752	(4,120)	(5.4%)
Contingency	-	100,000	-	100,000	-	0.0%
	4,902,112	7,940,822	5,885,801	7,458,688	(482,134)	(6.1%)
Highway User Revenue Fund						
General Administration	227,240	152,508	152,508	256,750	104,242	68.4%
Community Development	1,833,996	22,282,940	8,129,512	14,744,813	(7,538,127)	(33.8%)
Management Services	62,612	184,020	184,020	83,032	(100,988)	(54.9%)
Public Works	9,554,675	14,753,482	7,334,901	15,256,833	503,351	3.4%
Economic Vitality	4,391	3,901	3,901	2,706	(1,195)	(30.6%)
Non-Departmental	58,781	75,170	75,170	126,879	51,709	68.8%
Contingency	-	100,000	-	100,000	-	0.0%
	11,741,695	37,552,021	15,880,012	30,571,013	(6,981,008)	(18.6%)
Transportation Fund						
General Administration	71,292	86,333	86,333	72,462	(13,871)	(16.1%)
Community Development	2,089,326	14,511,437	1,742,103	24,756,222	10,244,785	70.6%
Management Services	320,742	255,780	255,780	188,863	(66,917)	(26.2%)
Public Works	4,266,634	4,838,084	3,955,046	1,184,126	(3,653,958)	(75.5%)
Economic Vitality	1,513	1,395	1,395	748	(647)	(46.4%)
Non-Departmental	8,850,157	14,760,390	12,893,579	10,996,625	(3,763,765)	(25.5%)
	15,599,664	34,453,419	18,934,236	37,199,046	2,745,627	8.0%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2020 and 2021
(With Actual for Fiscal Year 2019)

Fund/Division	Actual Expenditures/ Expenses 2018-2019	Adopted Budgeted Expenditures/ Expenses 2019-2020	Estimated Expenditures/ Expenses 2019-2020	Proposed Budgeted Expenditures/ Expenses 2020-2021	Change (Budget-Budget)	% Change
FUTS Fund						
General Administration	\$ -	1,271	1,271	-	(1,271)	(100.0%)
Management Services	-	11,306	11,306	-	(11,306)	(100.0%)
Community Development	234,272	4,355,034	1,517,448	3,042,599	(1,312,435)	(30.1%)
Economic Vitality	-	100	100	-	(100)	(100.0%)
Non-Departmental	-	431	431	-	(431)	(100.0%)
	234,272	4,368,142	1,530,556	3,042,599	(1,325,543)	(30.3%)
Beautification Fund						
Economic Vitality	407,604	4,295,454	460,045	4,722,707	427,253	9.9%
Contingency	-	10,000	-	10,000	-	0.0%
	407,604	4,305,454	460,045	4,732,707	427,253	9.9%
Economic Development Fund						
Economic Vitality	1,176,817	1,542,437	1,312,753	1,494,089	(48,348)	(3.1%)
Contingency	-	90,000	-	45,000	(45,000)	(50.0%)
	1,176,817	1,632,437	1,312,753	1,539,089	(93,348)	(5.7%)
Tourism Fund						100.0%
Economic Vitality	2,652,019	3,049,676	2,970,676	3,262,717	213,041	7.0%
Contingency	-	50,000	-	50,000	-	0.0%
	2,652,019	3,099,676	2,970,676	3,312,717	213,041	6.9%
Arts and Science Fund						
Economic Vitality	517,633	1,208,436	509,436	1,249,998	41,562	3.4%
Contingency	-	10,000	-	10,000	-	0.0%
	517,633	1,218,436	509,436	1,259,998	41,562	3.4%
Recreation Fund						
Public Works	1,038,309	476,764	249,702	7,500	(469,264)	(98.4%)
	1,038,309	476,764	249,702	7,500	(469,264)	(98.4%)
Parking District Fund						
General Administration	6,479	18,070	18,070	44,282	26,212	145.1%
Management Services	3,978	24,445	24,445	6,603	(17,842)	(73.0%)
Public Works	-	1,112	1,112	567	(545)	(49.0%)
Economic Vitality	771,381	1,696,745	1,009,976	1,749,484	52,739	3.1%
Non-Departmental	386	7,479	7,479	10,367	2,888	38.6%
Contingency	-	30,000	-	30,000	-	0.0%
	782,224	1,777,851	1,061,082	1,841,303	63,452	3.6%
Water Resource & Infrastructure Fund						
Fire	-	-	-	1,038,121	1,038,121	100.0%
	-	-	-	1,038,121	1,038,121	100.0%
Total Special Revenue Funds	40,533,958	101,799,147	52,141,749	94,938,326	(6,860,821)	(6.7%)
Debt Service Funds						
General Obligation Bonds Fund						
Non-Departmental	7,074,350	7,715,047	7,020,714	7,378,336	(336,711)	(4.4%)
	7,074,350	7,715,047	7,020,714	7,378,336	(336,711)	(4.4%)
Special Assessment Bonds Fund						
Non-Departmental	2,079,217	-	-	-	-	100.0%
	2,079,217	-	-	-	-	100.0%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2020 and 2021
(With Actual for Fiscal Year 2019)

Fund/Division	Actual Expenditures/ Expenses 2018-2019	Adopted Budgeted Expenditures/ Expenses 2019-2020	Estimated Expenditures/ Expenses 2019-2020	Proposed Budgeted Expenditures/ Expenses 2020-2021	Change (Budget-Budget)	% Change
Pension Debt Service Fund						
Non-Departmental	\$ -	-	-	122,002,500	122,002,500	100.0%
	-	-	-	122,002,500	122,002,500	100.0%
Total Debt Service Funds	9,153,567	7,715,047	7,020,714	129,380,836	121,665,789	1,577.0%
Capital Project Funds						
Non GO Bond Funded Projects Fund						
Non-Departmental	2,117,798	27,173,377	12,537,403	17,845,193	(9,328,184)	(34.3%)
	2,117,798	27,173,377	12,537,403	17,845,193	(9,328,184)	(34.3%)
GO Bonds Funded Projects Fund						
Non-Departmental	3,500,562	9,080,532	4,521,114	2,500,988	(6,579,544)	(72.5%)
	3,500,562	9,080,532	4,521,114	2,500,988	(6,579,544)	(72.5%)
Total Capital Projects Funds	5,618,360	36,253,909	17,058,517	20,346,181	(15,907,728)	(43.9%)
Enterprise Funds						
Drinking Water Fund						
General Administration	564,184	253,298	253,298	412,028	158,730	62.7%
Management Services	850,995	1,154,806	1,154,806	1,031,554	(123,252)	(10.7%)
Public Works	42,175	69,641	69,641	105,173	35,532	51.0%
Economic Vitality	7,829	9,258	9,258	5,640	(3,618)	(39.1%)
Water Services	19,461,767	33,718,651	17,435,244	33,585,725	(132,926)	(0.4%)
Non-Departmental	110,728	165,696	165,696	157,666	(8,030)	(4.8%)
Contingency	28,123	1,000,000	-	1,000,000	-	0.0%
	21,065,801	36,371,350	19,087,943	36,297,786	(73,564)	(0.2%)
Wastewater Fund						
General Administration	303,113	246,462	138,396	241,162	(5,300)	(2.2%)
Management Services	303,083	300,710	408,776	360,381	59,671	19.8%
Public Works	41,829	62,532	62,532	19,939	(42,593)	(68.1%)
Economic Vitality	4,164	3,896	3,896	2,383	(1,513)	(38.8%)
Water Services	8,839,434	14,211,736	11,374,703	13,658,719	(553,017)	(3.9%)
Non-Departmental	63,847	72,894	72,894	65,901	(6,993)	(9.6%)
Contingency	29,875	800,000	-	800,000	-	0.0%
	9,585,345	15,698,230	12,061,197	15,148,485	(549,745)	(3.5%)
Reclaimed Water Fund						
General Administration	19,966	21,696	14,151	28,900	7,204	33.2%
Management Services	23,391	40,811	48,356	32,038	(8,773)	(21.5%)
Public Works	1,737	1,026	1,026	-	(1,026)	(100.0%)
Economic Vitality	307	499	499	240	(259)	(51.9%)
Water Services	449,220	842,709	442,709	1,904,108	1,061,399	126.0%
Non-Departmental	4,552	10,571	10,571	8,161	(2,410)	(22.8%)
Contingency	3,121	50,000	-	50,000	-	0.0%
	502,294	967,312	517,312	2,023,447	1,056,135	109.2%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2020 and 2021
(With Actual for Fiscal Year 2019)

Fund/Division	Actual Expenditures/ Expenses 2018-2019	Adopted Budgeted Expenditures/ Expenses 2019-2020	Estimated Expenditures/ Expenses 2019-2020	Proposed Budgeted Expenditures/ Expenses 2020-2021	Change (Budget-Budget)	% Change
Stormwater Fund						
General Administration	\$ 50,305	25,324	25,324	54,758	29,434	116.2%
Management Services	57,912	91,772	91,772	88,129	(3,643)	(4.0%)
Public Works	11,897	9,241	9,241	108	(9,133)	(98.8%)
Economic Vitality	488	701	701	397	(304)	(43.4%)
Water Services	1,904,634	24,642,107	3,344,240	23,973,012	(669,095)	(2.7%)
Non-Departmental	9,022	15,546	15,546	13,450	(2,096)	(13.5%)
Contingency	-	300,000	-	300,000	-	0.0%
	<u>2,034,258</u>	<u>25,084,691</u>	<u>3,486,824</u>	<u>24,429,854</u>	<u>(654,837)</u>	<u>(2.6%)</u>
Solid Waste Fund						
General Administration	383,047	284,179	284,179	376,772	92,593	32.6%
Management Services	409,496	567,025	567,025	444,427	(122,598)	(21.6%)
Public Works	9,345,631	12,596,820	10,399,174	16,743,681	4,146,861	32.9%
Economic Vitality	8,627	8,512	8,512	5,332	(3,180)	(37.4%)
Non-Departmental	130,720	163,753	163,753	177,790	14,037	8.6%
Contingency	-	500,000	-	500,000	-	0.0%
	<u>10,277,521</u>	<u>14,120,289</u>	<u>11,422,643</u>	<u>18,248,002</u>	<u>4,127,713</u>	<u>29.2%</u>
Sustainability and Environmental Management Fund						
General Administration	42,810	36,224	36,224	1,039,860	1,003,636	2,770.6%
Management Services	62,627	91,588	91,588	82,015	(9,573)	(10.5%)
Public Works	822,139	1,219,362	888,862	174,081	(1,045,281)	(85.7%)
Economic Vitality	744	831	831	444	(387)	(46.6%)
Non-Departmental	11,880	20,898	20,898	15,465	(5,433)	(26.0%)
Contingency	-	30,000	-	30,000	-	0.0%
	<u>940,200</u>	<u>1,398,903</u>	<u>1,038,403</u>	<u>1,341,865</u>	<u>(57,038)</u>	<u>(4.1%)</u>
Airport Fund						
General Administration	90,262	60,258	60,258	109,853	49,595	82.3%
Management Services	119,854	143,107	143,107	116,371	(26,736)	(18.7%)
Public Works	73,877	70,008	70,008	76,177	6,169	8.8%
Economic Vitality	2,523,393	10,314,003	4,835,023	16,168,180	5,854,177	56.8%
Non-Departmental	22,164	27,622	27,622	29,338	1,716	6.2%
Contingency	-	100,000	97,000	100,000	-	0.0%
	<u>2,829,550</u>	<u>10,714,998</u>	<u>5,233,018</u>	<u>16,599,919</u>	<u>5,884,921</u>	<u>54.9%</u>
Flagstaff Housing Authority Fund						
Community Development	6,913,186	7,491,563	7,491,563	9,242,616	1,751,053	23.4%
Contingency	-	1,001,250	-	1,001,250	-	0.0%
	<u>6,913,186</u>	<u>8,492,813</u>	<u>7,491,563</u>	<u>10,243,866</u>	<u>1,751,053</u>	<u>20.6%</u>
Total Enterprise Funds	<u>54,148,155</u>	<u>112,848,586</u>	<u>60,338,903</u>	<u>124,333,224</u>	<u>11,484,638</u>	<u>10.2%</u>
Total All Funds	<u>\$ 171,929,404</u>	<u>338,853,866</u>	<u>206,006,918</u>	<u>450,688,316</u>	<u>111,834,450</u>	<u>33.0%</u>

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2020 and 2021
(With Actual for Fiscal Year 2019)

Division/Fund	Actual Expenditures/ Expenses 2018-2019	Adopted Budgeted Expenditures/ Expenses 2019-2020	Estimated Expenditures/ Expenses * 2019-2020	Proposed Budgeted Expenditures/ Expenses 2020-2021	Change (Budget-Budget)	% Change
General Administration						
General Fund	\$ 10,548,209	8,662,671	8,483,056	12,256,688	3,594,017	41.5%
Library	216,364	212,985	212,985	253,764	40,779	19.1%
HURF	227,240	152,508	152,508	256,750	104,242	68.4%
Transportation	71,292	86,333	86,333	72,462	(13,871)	(16.1%)
FUTS	-	1,271	1,271	-	(1,271)	(100.0%)
Parking District	6,479	18,070	18,070	44,282	26,212	145.1%
Drinking Water	564,184	253,298	253,298	412,028	158,730	62.7%
Wastewater	303,113	246,462	138,396	241,162	(5,300)	(2.2%)
Reclaimed Water	19,966	21,696	14,151	28,900	7,204	33.2%
Stormwater	50,305	25,324	25,324	54,758	29,434	116.2%
Airport	90,262	60,258	60,258	109,853	49,595	82.3%
Solid Waste	383,047	284,179	284,179	376,772	92,593	32.6%
Sustainability and Environmental Mgmt	42,810	36,224	36,224	1,039,860	1,003,636	2,770.6%
	12,523,271	10,061,279	9,766,053	15,147,279	5,086,000	50.6%
Community Development						
General Fund	5,136,714	5,774,316	5,522,995	6,030,172	255,856	4.4%
HURF	1,833,996	22,282,940	8,129,512	14,744,813	(7,538,127)	(33.8%)
Transportation	2,089,326	14,511,437	1,742,103	24,756,222	10,244,785	70.6%
FUTS	234,272	4,355,034	1,517,448	3,042,599	(1,312,435)	(30.1%)
Housing and Community Services	1,006,327	2,991,581	2,033,906	2,886,877	(104,704)	(3.5%)
Metro Planning Organization	402,153	1,390,876	1,221,876	-	(1,390,876)	(100.0%)
Flagstaff Housing Authority	6,913,186	7,491,563	7,491,563	9,242,616	1,751,053	23.4%
	17,615,974	58,797,747	27,659,403	60,703,299	1,905,552	3.2%
Management Services						
General Fund	3,896,879	7,807,177	7,115,784	4,596,113	(3,211,064)	(41.1%)
Library	101,612	139,996	139,996	139,996	-	0.0%
HURF	62,612	184,020	184,020	83,032	(100,988)	(54.9%)
Transportation	320,742	255,780	255,780	188,863	(66,917)	(26.2%)
FUTS	-	11,306	11,306	-	(11,306)	(100.0%)
Parking District	3,978	24,445	24,445	6,603	(17,842)	(73.0%)
Drinking Water	850,995	1,154,806	1,154,806	1,031,554	(123,252)	(10.7%)
Wastewater	303,083	300,710	408,776	360,381	59,671	19.8%
Reclaimed Water	23,391	40,811	48,356	32,038	(8,773)	(21.5%)
Stormwater	57,912	91,772	91,772	88,129	(3,643)	(4.0%)
Airport	119,854	143,107	143,107	116,371	(26,736)	(18.7%)
Solid Waste	409,496	567,025	567,025	444,427	(122,598)	(21.6%)
Sustainability and Environmental Mgmt	62,627	91,588	91,588	82,015	(9,573)	(10.5%)
	6,213,181	10,812,543	10,236,761	7,169,522	(3,643,021)	(33.7%)
Fire						
General Fund	14,448,863	19,123,206	17,364,984	20,263,632	1,140,426	6.0%
Water Resource & Infrastructure Fund	-	-	-	1,038,121	1,038,121	100.0%
	14,448,863	19,123,206	17,364,984	21,301,753	2,178,547	11.4%
Police						
General Fund	21,918,669	25,165,928	24,325,219	25,630,337	464,409	1.8%
	21,918,669	25,165,928	24,325,219	25,630,337	464,409	1.8%

City of Flagstaff
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(With Actual for Fiscal Year 2019)

Division/Fund	Actual Expenditures/ Expenses 2018-2019	Adopted Budgeted Expenditures/ Expenses 2019-2020	Estimated Expenditures/ Expenses * 2019-2020	Proposed Budgeted Expenditures/ Expenses 2020-2021	Change (Budget-Budget)	% Change
Public Works						
General Fund	\$ 9,189,367	12,737,356	10,370,389	11,618,249	(1,119,107)	(8.8%)
Library	57,394	44,483	44,483	43,397	(1,086)	(2.4%)
HURF	9,554,675	14,753,482	7,334,901	15,256,833	503,351	3.4%
Transportation	4,266,634.00	4,838,084	3,955,046	1,184,126	(3,653,958)	(75.5%)
Recreation	1,038,309.00	476,764	249,702	7,500	(469,264)	(98.4%)
Parking District	-	1,112	1,112	567	(545)	(49.0%)
Drinking Water	42,175	69,641	69,641	105,173	35,532	51.0%
Wastewater	41,829	62,532	62,532	19,939	(42,593)	(68.1%)
Reclaimed Water	1,737	1,026	1,026	-	(1,026)	(100.0%)
Stormwater	11,897	9,241	9,241	108	(9,133)	(98.8%)
Airport	73,877	70,008	70,008	76,177	6,169	8.8%
Solid Waste	9,345,631	12,596,820	10,399,174	16,743,681	4,146,861	32.9%
Sustainability and Environmental Mgmt	822,139	1,219,362	888,862	174,081	(1,045,281)	(85.7%)
	34,445,664	46,879,911	33,456,117	45,229,831	(1,650,080)	(3.5%)
Economic Vitality						
General Fund	171,215	223,614	223,614	107,265	(116,349)	(52.0%)
Library	4,471,913	7,367,486	5,412,465	6,849,779	(517,707)	(7.0%)
HURF	4,391	3,901	3,901	2,706	(1,195)	(30.6%)
Transportation	1,513	1,395	1,395	748	(647)	(46.4%)
FUTS	-	100	100	-	(100)	(100.0%)
Beautification	407,604	4,295,454	460,045	4,722,707	427,253	9.9%
Economic Development	1,176,817	1,542,437	1,312,753	1,494,089	(48,348)	(3.1%)
Tourism	2,652,019	3,049,676	2,970,676	3,262,717	213,041	7.0%
Arts and Science	517,633	1,208,436	509,436	1,249,998	41,562	3.4%
Parking District	771,381	1,696,745	1,009,976	1,749,484	52,739	3.1%
Drinking Water	7,829	9,258	9,258	5,640	(3,618)	(39.1%)
Wastewater	4,164	3,896	3,896	2,383	(1,513)	(38.8%)
Reclaimed Water	307	499	499	240	(259)	(51.9%)
Stormwater	488	701	701	397	(304)	(43.4%)
Airport	2,523,393	10,314,003	4,835,023	16,168,180	5,854,177	56.8%
Solid Waste	8,627	8,512	8,512	5,332	(3,180)	(37.4%)
Sustainability and Environmental Mgmt	744	831	831	444	(387)	(46.6%)
	12,720,038	29,726,944	16,763,081	35,622,109	5,895,165	19.8%
Water Services						
Drinking Water	19,461,767	33,718,651	17,435,244	33,585,725	(132,926)	(0.4%)
Wastewater	8,839,434	14,211,736	11,374,703	13,658,719	(553,017)	(3.9%)
Reclaimed Water	449,220	842,709	442,709	1,904,108	1,061,399	126.0%
Stormwater	1,904,634	24,642,107	3,344,240	23,973,012	(669,095)	(2.7%)
	30,655,055	73,415,203	32,596,896	73,121,564	(293,639)	(0.4%)
Non-Departmental						
General Fund	(2,968,899)	(919,841)	(4,109,006)	(340,457)	579,384	(63.0%)
Library	54,829	75,872	75,872	71,752	(4,120)	(5.4%)
HURF	58,781	75,170	75,170	126,879	51,709	68.8%
Transportation	8,850,157	14,760,390	12,893,579	10,996,625	(3,763,765)	(25.5%)
FUTS	-	431	431	-	(431)	(100.0%)
Housing and Community Services	46,471	48,668	48,668	48,668	-	0.0%
Metro Planning Organization	26,658	43,000	43,000	-	(43,000)	(100.0%)
Parking District	386	7,479	7,479	10,367	2,888	38.6%
General Obligation Bonds	7,074,350	7,715,047	7,020,714	7,378,336	(336,711)	(4.4%)
Special Assessment Bonds	2,079,217	-	-	-	-	100.0%
GO Bond Funded Projects	3,500,562	9,080,532	4,521,114	2,500,988	(6,579,544)	(72.5%)
Pension Debt Service Fund	-	-	-	122,002,500	122,002,500	100.0%
Non GO Bond Funded Projects	2,117,798	27,173,377	12,537,403	17,845,193	(9,328,184)	(34.3%)

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2020 and 2021
(With Actual for Fiscal Year 2019)

Division/Fund	Actual Expenditures/ Expenses 2018-2019	Adopted Budgeted Expenditures/ Expenses 2019-2020	Estimated Expenditures/ Expenses * 2019-2020	Proposed Budgeted Expenditures/ Expenses 2020-2021	Change (Budget-Budget)	% Change
Non-Departmental - Continued						
Drinking Water	\$ 110,728	165,696	165,696	157,666	(8,030)	(4.8%)
Wastewater	63,847	72,894	72,894	65,901	(6,993)	(9.6%)
Reclaimed Water	4,552	10,571	10,571	8,161	(2,410)	(22.8%)
Stormwater	9,022	15,546	15,546	13,450	(2,096)	(13.5%)
Airport	22,164	27,622	27,622	29,338	1,716	6.2%
Solid Waste	130,720	163,753	163,753	177,790	14,037	8.6%
Sustainability and Environmental Mgmt	11,880	20,898	20,898	15,465	(5,433)	(26.0%)
	21,193,223	58,537,105	33,591,404	161,108,622	102,571,517	175.2%
Reserves/Contingencies						
General Fund	134,347	1,662,750	150,000	1,527,750	(135,000)	(8.1%)
Library	-	100,000	-	100,000	-	0.0%
HURF	-	100,000	-	100,000	-	0.0%
Beautification	-	10,000	-	10,000	-	0.0%
Economic Development	-	90,000	-	45,000	(45,000)	(50.0%)
Tourism	-	50,000	-	50,000	-	0.0%
Parking District	-	30,000	-	30,000	-	0.0%
Arts and Science	-	10,000	-	10,000	-	0.0%
Metro Planning Organization	-	500,000	-	-	(500,000)	(100.0%)
Drinking Water	28,123	1,000,000	-	1,000,000	-	0.0%
Wastewater	29,875	800,000	-	800,000	-	0.0%
Reclaimed Water	3,121	50,000	-	50,000	-	0.0%
Stormwater	-	300,000	-	300,000	-	0.0%
Airport	-	100,000	97,000	100,000	-	0.0%
Solid Waste	-	500,000	-	500,000	-	0.0%
Sustainability and Environmental Mgmt	-	30,000	-	30,000	-	0.0%
Flagstaff Housing Authority	-	1,001,250	-	1,001,250	-	0.0%
	195,466	6,334,000	247,000	5,654,000	(680,000)	(10.7%)
All Funds Total	\$ 171,929,404	338,853,866	206,006,918	450,688,316	111,834,450	33.0%

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Full-Time Employee and Personnel Compensation
Fiscal Year 2020-2021

Fund	Full-Time Equivalent (FTE) 2020-2021	Employee Salaries and Hourly Costs 2020-2021	Retirement Costs 2020-2021	Healthcare Costs 2020-2021	Other Benefit Costs 2020-2021	Total Estimated Personnel Compensation 2020-2021
General Fund	597.95	\$ 37,682,699	\$ 14,961,098	\$ 5,160,996	\$ 2,776,569	\$ 60,581,362
Special Revenue Funds						
Housing and Community Services	1.00	64,392	7,869	13,463	5,953	91,677
Library	55.32	2,560,676	279,203	506,643	196,556	3,543,078
HURF	32.27	1,769,080	194,420	281,612	389,292	2,634,404
Beautification	1.70	139,103	17,062	14,501	10,931	181,597
Economic Development	2.75	198,008	24,262	21,643	15,584	259,497
Tourism	17.50	987,422	114,703	159,764	74,745	1,336,634
Arts and Science	0.40	46,294	5,684	5,287	3,639	60,904
Parking District	6.00	232,597	34,663	56,483	26,916	350,659
Water Resource & Infrastructure Protection	4.00	601,889	240,956	42,430	18,196	903,471
Total Special Revenue Funds	120.94	6,599,461	918,822	1,101,826	741,812	9,361,921
Debt Service Funds						
Pension Debt	-	-	120,000,000	-	-	120,000,000
Total Debt Service Funds	-	-	120,000,000	-	-	120,000,000
Enterprise Funds						
Drinking Water	54.16	3,549,730	415,910	456,476	336,736	4,758,852
Wastewater	19.00	1,303,064	159,233	199,712	142,030	1,804,039
Reclaimed Water	3.00	123,758	15,123	17,573	11,132	167,586
Stormwater	7.00	528,679	63,742	75,600	45,987	714,008
Solid Waste	47.00	2,583,783	304,718	454,521	716,655	4,059,677
Sustainability and Environmental Mgmt	8.49	491,044	57,718	85,151	53,032	686,945
Airport	12.75	836,350	428,715	100,737	41,306	1,407,108
Flagstaff Housing Authority	21.80	1,310,773	160,102	235,339	114,597	1,820,811
Total Enterprise Funds	173.20	10,727,181	1,605,261	1,625,109	1,461,475	15,419,026
Total All Funds	892.09	\$ 55,009,341	\$ 137,485,181	\$ 7,887,931	\$ 4,979,856	\$ 205,362,309

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brandi Suda, Finance Director
Co-Submitter: Heidi Derryberry, Finance Manager
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-16: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2021. **(Primary and secondary property tax levies for FY 2020-2021)**

STAFF RECOMMENDED ACTION:

At the June 16, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-16 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-16 by title only (if approved above)

At the July 7, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-16 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-16 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-16

Executive Summary:

The City Council is required to fix and levy the amount to be raised from property taxation after the adoption of the final budget, per A.R.S. Section 42-17151. The final budget is anticipated to be adopted on June 16, 2020.

Financial Impact:

The City is proposing a flat primary property tax levy of \$6,892,022 on existing properties, plus levy of \$60,474 on new construction, for a total primary property tax levy in FY 2020-2021 of \$6,952,496.

The primary property tax rate to support this levy is \$0.7510 per \$100 of assessed valuation (less than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2020-2021, which is \$7,091,361.

The City is proposing a secondary property tax levy of \$7,341,701 on existing properties, plus levy of \$64,420 on new construction, for a total secondary property tax levy in FY2020-2021 of \$7,406,121. The proposed secondary property tax rate is \$0.8000 per \$100 of assessed valuation (less than the prior fiscal year).

Policy Impact:

Adoption of the proposed property tax levies will generate revenues to help fund the community needs as identified in the FY 2020-2021 Final Budget and policies reflected therein.

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

The Fiscal Year (FY) 2020-2021 budget is the guiding document for the financial plan of the City. The property tax adoption is part of the overall city budget adoption.

Has There Been Previous Council Decision on This:

Property tax information has been discussed or presented at the following public meetings:

- Council Retreat on December 5, 2019
- Budget Retreat on February 3, 2020, and February 4, 2020
- Council Budget Work Session on April 23, 2020, and April 24, 2020
- Tentative Budget Adoption on June 2, 2020

Options and Alternatives:

- 1) Adopt the primary and secondary property tax rates as proposed.
- 2) Adopt lower primary and secondary property tax rates than proposed.
- 3) Adopt higher tax rates than proposed, however, this action may be barred by Truth in Taxation Notice publication deadlines or other legal considerations.

Background/History:

Primary property tax revenues may be used for all purposes. Primary property tax levies are limited, per A.R.S. Section 42-17051. The City has the ability to increase the amount received from the primary property tax levy by a maximum of 2% each year excluding new construction. The maximum allowable increase for FY 2020-2021 is 2.0%. FY 2020-2021 proposed primary property tax levy is set at \$6,952,496, which is less than the maximum allowable levy of \$7,091,361.

Primary property tax levies are also subject to "Truth in Taxation" notice and hearing requirements, per A.R.S. Section 42-17107. On or before February 10 of each year, the county assessor must transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the city must follow the "Truth in Taxation" procedures. It is important to note that it is the levy amount and not the rate which triggers the "Truth in Taxation" procedures. The proposed FY2020-2021 primary tax levy amount does not trigger the "Truth in Taxation" procedures.

Secondary property tax revenues may only be used by cities and towns to retire the principal and interest or redemption charges on general obligation bonds issued to pay for capital projects. Secondary property tax levies are not limited.

The adoption of the property tax levy is the final step in the entire budget approval process.

Key Considerations:

The key dates for budget and property tax levy adoption have been determined and have been followed throughout this process. The County will adopt the property tax levy as approved by the City in August 2020.

Expanded Financial Considerations:

The City is budgeting primary property tax revenues of \$6,846,000 in its FY 2020-2021 Budget. This budgeted amount is less than the levy amount because the City is allowing for approximately 1.5% in bad debt (taxes not able to be collected). The City anticipates an overall .9% increase in primary property tax revenues in FY 2020-2021, due to the increase due to new construction (properties added to tax roll). Primary property tax revenues may be used for any general purpose use of the City government. Statutorily, the maximum allowable primary property levy for FY 2019-2020 is \$7,091,361.

The City has budgeted a total of \$7,406,121 in FY 2020-2021 secondary property tax, an approximate 2% increase over the FY 2019-2020 budget (\$7,268,436). The increase is directly related to the increased assessed valuation (increase in property values) and new construction offset by the reduction in the rate. Secondary property tax revenues are used to pay general obligation debt issued for City capital projects.

Five years of historical data is shown below:

Property Tax Rates	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021 Proposed
Primary	\$ 0.8121	0.8233	0.8334	0.7933	0.7510
Secondary	0.8366	0.8366	0.8366	0.8366	0.8000
Total	\$ 1.6487	1.6599	1.6700	1.6299	1.5510

Primary property taxes account for 10% of the General Fund revenues budgeted for FY 2020-2021.

Community Benefits and Considerations:

Primary property taxes help support a number of City services including public safety, parks and recreation, other public works services, and general administrative and management functions within the City.

Secondary property taxes support the debt service payment on numerous city capital projects including: Aquaplex, Fire Stations, Open Space, numerous street/utility projects, Forest Restoration, Core Services Facility and the Courthouse.

Community Involvement:

Inform & Involve: Budget legal schedules were published in the June 4, 2020, and June 11, 2020, Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, and on the official city website or by request. A public hearing on June 16, 2020, the final budget adoption and the property tax levy is open for public comment and allows citizens to provide input. The final opportunity for public input on the tax levy will be at the July 7, 2020, Council Meeting.

Attachments: Ord. 2020-16

ORDINANCE NO. 2020-16

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2020

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2020-2021 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.7510 for the fiscal year ending on the 30th day of June 2020. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8000 for the fiscal year ending June 30, 2020.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the

property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 6. Effective Date

The tax levies imposed by this Ordinance shall take effect August 6, 2020.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of July, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Rick Tadder, Management Services Director
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-35: A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-35 by title only
- 2) City Clerk reads Resolution No. 2020-35 by title only (if approved above)
- 3) Adopt Resolution No. 2020-35

Executive Summary:

The Flagstaff City Council is required to annually adopt a pension funding policy for its funding of the Public Safety Personnel Retirement System ("PSPRS") on or before July 1 pursuant to a new law, Arizona Revised Statutes Section 38-863.01. The policy will also need to be posted on the City website and updated annually.

Financial Impact:

Council will be adopting the Fiscal Year 2020-21 budget on June 16, 2020, which includes funding for the public safety pension plans as outlined in the pension funding policy. Details provided in the Expanded Financial Considerations section.

Policy Impact:

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees and the sound financial management of the City, and to comply with Arizona Revised Statutes Section 38-863.01.

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

City Council Goals:

Personnel: Attract and retain quality staff: Evaluate ways to pay down unfunded pension liabilities in a quicker manner.

Regional Plan:

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

On June 18, 2019, City Council adopted the PSPRS Pension Funding Policy for FY 2019-20.

Options and Alternatives:

- Adopt the Public Safety Personnel Retirement System Funding Policy as presented.
- Adopt the Public Safety Personnel Retirement System Funding Policy with amendments.

Background/History:

The City of Flagstaff has two separate pension plans for the City's public safety staff. While all the PSPRS plans are managed by the State, each plan within PSPRS stands alone by the City and employee group. The two plans for the City are the PSPRS-Fire and the PSPRS-Police. The City and its employees are responsible for the contributions and the City is solely responsible for liabilities of these plans.

The pension funding policy outlines several measures the City is taking to improve funding ratios in our PSPRS plans, including:

- Make the City's annual contributions based on the higher of the amount in the City budget or the actual required contribution calculations
- Make the City's annual estimated contribution based on the City budget near the beginning of each fiscal year to allow PSPRS to invest those contributions earlier for enhanced potential investment earnings
- Make City contributions for public safety employees participating in the Deferred Retirement Option Plan (DROP), even though the City is not required to do so
- In years when the minimum contribution rate decreases, maintain contributions at the prior year's amount plus projected wage growth
- Continue to pay additional annual contributions to the Police plan based on the decision to extend the amortization period to 30 years
- Utilize a portion of the annual Use Tax revenues for payments to the plan

During the April Council Budget Retreat, Council gave staff direction to pursue the issuance of a Certificate of Participation debt to address our unfunded pension liability.

Expanded Financial Considerations:

The FY 2020-21 budget includes the following pension contributions:

Plan	Annual Required Contribution	Additional Contributions	Total Contributions
PSPRS-Fire	\$ 5,992,735	\$ 1,029,000	\$ 7,021,735
PSPRS-Police	\$ 4,294,579	\$ 1,437,000	\$ 5,731,579
Total	\$ 10,287,314	\$ 2,466,000	\$ 12,753,314

Community Involvement:

Inform: The pension funding policy will inform our community of the policy decisions made by the Council to address the PSPRS unfunded pension liability.

Involve: The community was invited to the annual budget retreats and is able to provide comments.

Attachments: Res. 2020-35
 FY 2020-21 PSPSR Pension Funding Policy
 Presentation

RESOLUTION NO. 2020-35

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE CITY OF FLAGSTAFF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, beginning on or before July 1, 2019, pursuant to A.R.S. § 38-863.01 the City of Flagstaff shall annually adopt a pension funding policy for its Public Safety Personnel Retirement System ("PSPRS") plans; and

WHEREAS, the City desires to adopt a pension funding policy for the Flagstaff Fire Department and the Flagstaff Police Department pension plans ("PSPRS plans"); and

WHEREAS, the State of Arizona is responsible for investment and management of the PSPRS plans, and administration of pension benefits.

ENACTMENTS:

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

SECTION 1. In General.

The City of Flagstaff hereby adopts the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy, attached hereto ("Pension Funding Policy").

SECTION 2. Delegation of Authority.

The City Manager, Management Services Director, Finance Director are delegated authority to implement the Pension Policy, to make recommendations for any adjustments and to report on progress in reducing unfunded liability of the PSPRS plans as deemed necessary and appropriate.

The City Clerk is hereby directed to post a copy of the Pension Funding Policy on the City of Flagstaff website pursuant to A.R.S. § 38-863.01.B, and to provide a copy of the Pension Funding Policy to the Police Chief, Fire Chief, and to the local board for each of the PSPRS plans.

SECTION 3. Effective Date.

This resolution shall be effective July 1, 2020.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of June, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Pension Funding Policy

City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy As of July 1, 2020

Section 1: Introduction

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with Arizona Revised Statutes Section 38-863.01.

The City of Flagstaff is a member of the Public Safety Personnel Retirement System (PSPRS). The City has two PSPRS pension plans, one for police employees and one for fire employees. Each pension plan has its own funding to pay for current and future pension obligations. The plans represent only the City of Flagstaff's liability. Employee contributions that are used to help pay for the pension plans are managed by the PSPRS.

This policy will demonstrate how the City will meet its financial obligations for funding the police and fire pension plans, explain how and when funding requirements for the plans will be met, and define the funded ratio targets and timelines for reaching the ratio for the plans.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Section 2: Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple employer plan each agency participating in the plan has an individual trust fund reflecting each individual plan's assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Flagstaff has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2019 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Flagstaff Police	\$ 32,642,259	\$ 84,860,189	\$ 52,217,930	38.5%
Flagstaff Fire	\$ 34,260,196	\$ 93,870,030	\$ 59,609,834	36.5%
City of Flagstaff Totals	\$ 66,902,455	\$ 178,730,219	\$ 111,827,764	37.4%

Section 3: PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and employee intergenerational equity.

At a minimum, the Council will maintain minimum Annual Required Contribution (ARC) for PSPRS for both Flagstaff Police and Flagstaff Fire. Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from ongoing operating revenues. The estimated ARC for FY 2020-21 and fully funded goal:

- PSPRS-Police = \$3,964,855, June 30, 2047
- PSPRS-Fire = \$5,594,490, June 30, 2036

Council will take additional fiscal measures to reduce the UAAL:

- The City will make required contributions until the time that we make an annual payment for the City's share of PSRPS contributions no later than September 30, 2020. The payment will be based on the adopted budget for the City authorized operational personnel for both plans, less use tax contribution which will be based on tax receipts. During the fiscal year, if the ARC exceeds the prepayment amount, the City will pay additional ARC as required. If at June 30 the prepayment exceeds the

actual minimum ARC, the City will leave the overpayment with the pension plan, thus providing excess contributions.

- For public safety employees which are in the Deferred Retirement Option Plan (DROP), the City will budget for and pay the City's share of pension contributions. While the City is not required to make these contributions, this would be a contribution in excess of the ARC.
- In a year when the minimum contribution rate is calculated to be lower than prior year, the City will maintain contributions rates at least equal to the prior year's contribution rate. This would be a contribution in excess of the ARC.

Council will consider additional payment above the ARC to lower the UAAL:

- For FY 2018-19, Council adopted a maximum amortization period for the PSPRS-Police plan. While this reduced our ARC by \$975,000, the City continued to pay \$630,000 in excess contributions for FY 2018-19. For years forward we will maintain providing the excess contribution annually above the ARC.

Council will consider additional revenue sources to assist in paying down the UAAL:

- On July 2, 2019, Council adopted an ordinance to increase the Use Tax rate from 1% currently to 2.281% effective August 1, 2019. This rate aligns the Use Tax rate with the Retail Tax rate for the City. The amount collected above the 1% will be used to provide excess contributions to the police and fire pension plans. FY 2020-21 is estimated to provide \$800,000 toward the UAAL.

Based on these pension funding policy decisions by the Council, the City PSPRS plans are expected to achieve a goal of 100% funding by June 30, 2040.

Section 4: Additional Council Consideration

Council is considering the issuance of Certificates of Participation debt to pay down the UAAL with both PSPRS pension plans. The goal is to achieve at or near 100% funded PSPRS pension plans. We are working with Underwriters and Bond Counsel for this debt issuance. Staff is seeking Council approval of an ordinance authorizing the issuance of debt on June 16, 2020 and June 23, 2020. If this is passed, the City is considering issuing this debt by September 2020 based on current market conditions.

Adopted by Resolution on June 16, 2020

Public Safety Pension Funding Policy

June 16, 2020





PSPRS Pension Funding Policy

Section 1: Introduction

- Purpose
 - To comply with Arizona Revised Statute Title 38-863.01
- Key Terms
 - Unfunded Actuarial Accrued Liability (UAAL)
 - Annual Required Contribution (ARC)
 - Funded Ratio



PSPRS Pension Funding Policy

Section 2: Public Safety Personnel Retirement System

- Plan information
 - Multi-employer pension plan, managed by PSPRS
 - City of Flagstaff has two trust funds, one for police and one for fire employees
- Current status and funding ratios

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Flagstaff Police	\$ 32,642,259	\$ 84,860,189	\$ 52,217,930	38.5%
Flagstaff Fire	\$ 34,260,196	\$ 93,870,030	\$ 59,609,834	36.5%
City of Flagstaff Totals	\$ 66,902,455	\$ 178,730,219	\$ 111,827,764	37.4%



PSPRS Pension Funding Policy

Section 3: PSPRS Funding Goal

- Base Actuarial Plan
 - Committed to using ongoing resources to fund our annual contributions
 - At a minimum Annual Required Contribution Rate:
 - PSPRS – Police would be 100% funded by June 30, 2047 (27 years)
 - PSPRS – Fire would be 100% funded by June 30, 2036 (16 years)



PSPRS Pension Funding Policy

Section 3: PSPRS Funding Goal

- **Additional fiscal measures - \$936,000**
 - Make annual payments in by Sept 30 each year based on Budget
 - Provide contribution for Deferred Retirement Option Plan (DROP)
 - Maintain higher rate of contributions when rates go down
- **Additional payments - \$630,000**
 - Make additional contributions to the PSPRS-Police plan due to the change in amortization period in FY 2018
- **Additional revenue resources - \$900,000**
 - Increase Use Tax rate and use resources to make additional contributions



PSPRS Pension Funding Policy

Section 4: Additional Council Consideration

- Considering issuing Certificate of Participation debt to achieve at or near 100% funded plans
- Should Council approve the ordinance authorizing the issuance of Certificates of Participation debt, funding expected to occur by September base on market conditions



PSPRS Pension Funding Policy

Path Forward

- The FY 2020 Budget includes the funding options outlined in the pension funding policy
- Annually Council will review and adopt the pension funding policy as part of the budget process

Questions?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Katie Brandis, Dispatch Supervisor
Co-Submitter: Stacey Brechler-Knaggs
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Approval of Grant Agreement: Arizona 911 Grant Agreement between Arizona Department of Administration Office of Grants and Federal Resources and the City of Flagstaff acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of \$501,554.00 for the 911 budget for Coconino County FY2020-21.

Executive Summary:

Flagstaff Police Department acting as the 911 System Administrator for the Coconino County Public Safety Answering Points (PSAPs) was awarded \$501,554.00 in grant funds from the Arizona Department of Administration Office of Grants and Federal Resources. This grant funds all operational costs of the 911 telephone systems for the PSAPs in Coconino County which includes: Flagstaff Police Department, Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service.

Financial Impact:

The grant award is \$501,554.00 which will fund all of Coconino County's 911 telephone system operational costs 100%. This grant is budgeted in account 001-04-062-6246-2.

Policy Impact:

None

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

Yes. The Council approved the FY2019-20 911 budget grant in the amount of \$720,616.00 in June 2019.

Options and Alternatives:

Approve the acceptance of the grant or decline the acceptance of the grant.

Background/History:

Flagstaff Police Department has been designated the System Administrator for Coconino County by the State 911 Office. The System Administrator is responsible for submitting 911 operating bills to the State 911 Office and submitting call statistics and required reports for all the PSAPs in their county. Historically the 911 telephone bills would be mailed to the Flagstaff Police Department. The 911 Coordinator would make sure the charges on the bill were correct and send the bill and an authorization letter to the State 911 Office. In turn, they would pay the bills with the money collected through the Emergency Telecommunication Service Revolving Fund. In 2018, the Arizona 911 Office was moved under the direction of the Arizona Department of Administration of Grants and Federal Resources. With this change, the Arizona Department of Administration Grants and Federal Resources Office created a grant program for the yearly 911 budget. System Administrators have to apply yearly for the funds to pay the 911 system bills. This allows the PSAPs to be responsible for their bills and to be reimbursed through the grant award by the State. The process makes sure funds are distributed fairly across the state.

Key Considerations:

911 is known nationwide as the telephone number to call when a person needs emergency assistance. PSAPs field emergency telephone calls for all of Coconino County. Flagstaff Police Department was designated by the State 911 Office to be the System Administrator for the PSAPs within Coconino County. 911 systems in Arizona are funded from a tax on cell phones called the Emergency Telecommunication Service Revolving Fund.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

Having a 911 system allows citizens to dial three numbers to have access to emergency services instead of having to dial seven digits and go through an automated telephone system. This allows faster responses to emergencies for everyone. Payment of 911 services by the State 911 Office through tax allows the PSAPs in Coconino County to provide consistent emergency response.

Community Involvement:

To work directly with the public to ensure that Coconino County PSAPs have correct address information and provide quality customer service in emergency and non-emergency situations.

Expanded Options and Alternatives:

If approved the grant would allow for the acceptance of \$501,554.00 in State funds that will provide consistent access to the 911 emergency telephone system.

Attachments: AZ 911 Budget Grant

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-21-002

This Grant Agreement (“**Agreement**”) is between the City of Flagstaff, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2020 and terminate on June 30, 2021. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.
5. Termination:
 - 5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.
 - 5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
 - 6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
 - 6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

- 6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 6.5. The final request for reimbursement of grant funds must be received by ADOA no later than sixty (60) days after the last day of the award period.
- 6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
- 6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS			
Report Due: MIS Report for CY 2020 Level of Service (Traffic Busy Study Report) GIS Accuracy Report	Due Date: January 25, 2021 April 25, 2021 June 25, 2021		
FINANCIAL REPORTS			
Report Period: July 1 – July 31 August 1 – August 31 September 1 – September 30 October 1 – October 31 November 1 – November 30 December 1 – December 31	Due Date: August 25 September 25 October 25 November 25 December 25 January 25	Report Period: January 1 – January 31 February 1 – February 29 March 1 – March 31 April 1 – April 30 May 1 – May 31 June 1 – June 30	Due Date: February 25 March 25 April 25 May 25 June 25 July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

- 7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$501,554 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$495,739
Construction	\$0.00
Other Costs	\$5,815
Total	\$501,554

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration
10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - 10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
 - 10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
 - 10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Flagstaff – Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Katie Brandis

Arizona Department of Administration

Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

Attest:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to ADOA with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program

Date

Arizona Department of Administration

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Co-Submitter: Stacey Brechler-Knaggs

Date: 06/16/2020

Meeting Date: 06/17/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-32: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-32 by title only
- 2) City Clerk reads Resolution No. 2020-32 by title only (if approved above)
- 3) Adopt Resolution No. 2020-32

Executive Summary:

Flagstaff Police Department, acting as the 911 System Administrator for Coconino County PSAP's, was awarded \$501,554.00 in grant funds from the Arizona Department of Administration Office of Grants and Federal Resources State 911 Office. One of the grant requirements is for the System Administrator to enter into IGAs with the PSAP's they will be paying the 911 system bills for. For Coconino County, this includes Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service. The IGAs state that if the Arizona Department of Administration Grants and Federal Resources State 911 Office is unable to pay for the 911 system, each PSAP will be responsible for paying their portion of the 911 system operating costs.

Financial Impact:

The grant award is \$501,554.00 which will fund all of Coconino County PSAP's 911 system operational costs 100%. This grant and costs are budgeted in 001-04-062-6246-2.

Policy Impact:

None

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

Yes. The Council approved the IGA's for the FY2019-20 911 Budget in July 2019. In 2018, the State of Arizona 911 Office was combined with the Arizona Department of Administration Grants and Federal Resources Office. In previous years the State 911 Office paid the telephone companies directly for the costs to operate the state 911 system. For FY2020-21 the Arizona Department of Administration Grants and Federal Resources Office created a grant program for the 911 budget and awarded each county the funds to pay for their 911 services. One of the grant requirements is for the agency that is designated as the System Administrator to enter into IGAs with the PSAP's they are responsible for.

Options and Alternatives:

Approve the acceptance of the IGA's or decline the acceptance of the IGA's.

Background/History:

Flagstaff Police Department has been designated by the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office as the System Administrator for all PSAP's in Coconino County. The System Administrator is responsible for submitting 911 system operating bills to the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office and submitting call statistics and required reports to the State for all PSAP's within the county. Historically the 911 telephone bills for all the PSAP's in Coconino County would be mailed to the Flagstaff Police Department. The 911 Coordinator would audit the charges on the 911 bills and send them to the State 911 Office for payment. In turn, the State 911 Office would pay the bills with money from revenues collected through the Emergency Telecommunications Services Revolving Fund. In 2018, the State 911 Office was moved to the Arizona Department of Administration Office of Grants and Federal Resources Office. With this change, the Arizona Department of Administration Office of Grants and Federal Resources created a grant program for the FY2020-21 911 budget. System Administrators had to apply for the funds on behalf of the PSAP's in their county to pay the 911 bills. This allows the PSAP's and the System Administrators to be responsible for their bills and to be reimbursed through the grant award by the state. A requirement of the grant is to have agreements in place with the city that is designated System Administrator and the PSAP's they are responsible for.

Key Considerations:

Flagstaff Police Department was designated System Administrator for the PSAP's within Coconino County to include: Williams Police Department, Page Police Department, Grand Canyon National Park and Glen Canyon National Park. The IGA's assure that if the State is unable to pay the 911 System bills, each PSAP will be responsible for their portion of the cost.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Having a 911 system allows citizens to dial three numbers to have access to emergency services instead of having to dial seven digits and go through an automated telephone system. This allows for faster responses to emergencies for every citizen. The IGA's and the 911 budget grant will allow the PSAP's in Coconino County to have a consistent emergency response.

Community Involvement:

To work with the public to ensure that the Coconino County PSAP's have correct address information and provide exceptional emergency services Countywide.

Expanded Options and Alternatives:

If approved the IGA's would allow the City of Flagstaff, acting as 911 System Administrator to pay the 911 system operating bills on behalf of Coconino County PSAP's and be reimbursed from awards from the State 911 FY2020-21 Budget grants.

Attachments: Res. 2020-32
 Grand Canyon IGA
 Glen Canyon IGA
 Page IGA
 Williams IGA

RESOLUTION NO. 2020-32

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLIAMS, CITY OF PAGE, GRAND CANYON NATIONAL PARK, GLEN CANYON NATIONAL PARK SERVICE AND THE CITY OF FLAGSTAFF FOR THE ARIZONA 911 GRANT PROGRAM.

RECITALS:

WHEREAS, the PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, the Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective July 1, 2020 ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of June 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

IGA – Grand Canyon

IGA – Glen Canyon

IGA – Page

IGA – Williams

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between
the City of Flagstaff
and
Grand Canyon National Park**

This intergovernmental agreement ("Agreement") is entered into this ____ day of _____, 2020, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Grand Canyon National Park ("PARTIES").

RECITALS

- A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and
- B. The PARTIES recognize the importance of interagency cooperation; and
- C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

- A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2020-2021 ADOA-GFR Arizona 911 Grant Award.
- B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Grand Canyon National Park will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will

prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the Grand Canyon National Park. MIS Report information is due to the City of Flagstaff by January 25, 2021.

- C. The City of Flagstaff, as system administrator will pay the Grand Canyon National Park PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The Grand Canyon National Park has been budgeted fifty-one thousand three hundred and seventy-eight dollars and thirty-six cents (\$51,378.36) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the Grand Canyon National Park PSAPs' operating bills by the State, then the Grand Canyon National Park agrees to reimburse the City of Flagstaff for their operating bills.
- D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- E. The Grand Canyon National Park agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Grand Canyon National Park shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.
- F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public

agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2020 and terminate on June 30, 2021.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Name: _____

Title: _____

Attorney's Approval:

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Unit Cost	Extended Cost	Direct Cost
Contractual					
Wireless Phase 2					
	(Page)	AZ Telephone Co	\$4,931.04	\$4,931.04	\$4,931.04
	(Page)	AZ Telephone Co	\$7,758.48	\$7,758.48	\$7,758.48
	(Flagstaff)	Frontier	\$6,995.52	\$6,995.52	\$6,995.52
	(Page)	Comnet	\$14,181.72	\$14,181.72	\$14,181.72
Century Link Wireline Trunks					
	(Flagstaff)	Century Link	\$8,338.00	\$8,338.00	\$8,338.00
	(Flagstaff)	Century Link	\$1,440.24	\$1,440.24	\$1,440.24
	(Flagstaff)	Century Link	\$3,533.68	\$3,533.68	\$3,533.68
	(Flagstaff)	Century Link	\$13,628.52	\$13,628.52	\$13,628.52
NG911/Managed Services					
	Century Link	Grand Canyon	\$51,378.36	\$51,378.36	\$51,378.36
	Century Link	Flagstaff Police	\$264,288.36	\$264,288.36	\$264,288.36
	Century Link	Williams Police	\$52,857.72	\$52,857.72	\$52,857.72
	Century Link	Page Police	\$52,818.72	\$52,818.72	\$52,818.72
Legacy System					
Glen Canyon	Glen Canyon		\$4,964.52	\$4,964.52	\$4,964.52
Glen Canyon Maintenance			\$8,624.16	\$8,624.16	\$8,624.16
Contractual Total			\$495,739.04	\$495,739.04	\$495,739.04

Exhibit B

PSAP	Amount
Flagstaff	298,224.32
Williams	52,857.72
Page	79,689.96
Grand Canyon	51,378.36
Glen Canyon	13,588.68
Admin Fee	5,815.00
Total	501,554.04

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM**

between

the City of Flagstaff

and

Glen Canyon National Park Service

This intergovernmental agreement ("Agreement") is entered into this ____ day of _____, 2020, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Glen Canyon National Park Service ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

- A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2020-2021 ADOA-GFR Arizona 911 Grant Award.

- B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Glen Canyon National Park Service will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the Glen Canyon National Park Service. MIS Report information is due to the City of Flagstaff by January 25, 2021.
- C. The City of Flagstaff, as system administrator will pay the Glen Canyon National Park Service PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The Glen Canyon National Park Service has been budgeted thirteen thousand five hundred and eighty-eight dollars and sixty-eight cents (\$13,588.68) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the Glen Canyon National Park Service PSAPs' operating bills by the State, then the Glen Canyon National Park Service agrees to reimburse the City of Flagstaff for their operating bills.
- D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- E. The Glen Canyon National Park Service agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Glen Canyon National Park Service shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.
- F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

Claims for Damages to persons and property may be adjudicated according to applicable federal and state law.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency

pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

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Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

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Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration

laws”). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Name: _____

Title: _____

Attorney's Approval:

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Unit Cost	Extended Cost	Direct Cost
Contractual					
Wireless Phase 2					
	(Page)	AZ Telephone Co	\$4,931.04	\$4,931.04	\$4,931.04
	(Page)	AZ Telephone Co	\$7,758.48	\$7,758.48	\$7,758.48
	(Flagstaff)	Frontier	\$6,995.52	\$6,995.52	\$6,995.52
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	(Flagstaff)	Century Link	\$8,338.00	\$8,338.00	\$8,338.00
	(Flagstaff)	Century Link	\$1,440.24	\$1,440.24	\$1,440.24
	(Flagstaff)	Century Link	\$3,533.68	\$3,533.68	\$3,533.68
	(Flagstaff)	Century Link	\$13,628.52	\$13,628.52	\$13,628.52
NG911/Managed Services					
	Century Link	Grand Canyon	\$51,378.36	\$51,378.36	\$51,378.36
	Century Link	Flagstaff Police	\$264,288.36	\$264,288.36	\$264,288.36
	Century Link	Williams Police	\$52,857.72	\$52,857.72	\$52,857.72
	Century Link	Page Police	\$52,818.72	\$52,818.72	\$52,818.72
Legacy System					
Glen Canyon	Glen Canyon		\$4,964.52	\$4,964.52	\$4,964.52
Glen Canyon Maintenance			\$8,624.16	\$8,624.16	\$8,624.16
Contractual Total			\$495,739.04	\$495,739.04	\$495,739.04

Exhibit B

PSAP	Amount
Flagstaff	298,224.32
Williams	52,857.72
Page	79,689.96
Grand Canyon	51,378.36
Glen Canyon	13,588.68
Admin Fee	5,815.00
Total	501,554.04

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between
the City of Flagstaff
and
City of Page**

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, 2020, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Page, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona ("PARTIES").

RECITALS

- A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and
- B. The PARTIES recognize the importance of interagency cooperation; and
- C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

- A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2021-2021 ADOA-GFR Arizona 911 Grant Award.

- B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Page will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Page. MIS Report information is due to the City of Flagstaff by January 25, 2021.
- C. The City of Flagstaff, as system administrator will pay the City Of Page PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Page has been budgeted seventy-nine thousand six hundred eighty-nine dollars and ninety-six cents (\$79,689.96) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the City of Page PSAPs' operating bills by the State, then the City of Page agrees to reimburse the City of Flagstaff for their operating bills.
- D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- E. The City of Page agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City Of Page shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.
- F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent allowed under Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2020 and terminate on June 30, 2021.

B. This agreement may be renewed or amended by mutual agreement of the parties for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Name: _____

Title: _____

Attorney's Approval:

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Unit Cost	Extended Cost	Direct Cost
Contractual					
Wireless Phase 2					
	(Page)	AZ Telephone Co	\$4,931.04	\$4,931.04	\$4,931.04
	(Page)	AZ Telephone Co	\$7,758.48	\$7,758.48	\$7,758.48
	(Flagstaff)	Frontier	\$6,995.52	\$6,995.52	\$6,995.52
	(Page)	Comnet	\$14,181.72	\$14,181.72	\$14,181.72
Century Link Wireline Trunks					
	(Flagstaff)	Century Link	\$8,338.00	\$8,338.00	\$8,338.00
	(Flagstaff)	Century Link	\$1,440.24	\$1,440.24	\$1,440.24
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**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM**

**between
the City of Flagstaff
and
City of Williams**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2020, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Williams, an Arizona municipal corporation with offices at 113 S. 1st Street Williams, Arizona. The City of Flagstaff and the City of Williams are collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

- A. The Parties desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino County; and
- B. The Parties recognize the importance of interagency cooperation; and
- C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications systems.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The Parties agree to the following Procedures:

- A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administrator of the 2020-2021 ADOA-GFR Arizona 911 Grant Award.
- B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Williams will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Williams. MIS Report information is due to the City of Flagstaff by January 25, 2021.
- C. The City of Flagstaff, as system administrator will pay the City of Williams PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Williams has been budgeted fifty-two thousand eight hundred and fifty-seven dollars and seventy-two cents (\$52,857.72) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs). If the City of Flagstaff is not reimbursed for paying the City of Williams PSAPs' operating bills by the State, then the City of Williams agrees to reimburse the City of Flagstaff for the City of Williams' operating bills.
- D. During the term of this Agreement, participating agencies will be monitored periodically by City of Flagstaff staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- E. The City of Williams agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to ADOA-GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City of Williams shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.
- F. The participating agencies agree to promptly provide any additional documentation to the City of Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

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To the extent permitted by Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification

shall survive termination of this Agreement or the termination of the participation of any of its Parties.

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Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the parties indicated.

SIGNATURES ON FOLLOWING PAGES

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

CITY OF WILLIAMS, an Arizona municipal corporation

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Pamlea Galvan, City Clerk

City Attorney's Approval:

Brandon J. Kavanagh; Mangum Wall Stoops & Warden PLLC

Exhibit A

Category	GL Account	Title	Unit Cost	Extended Cost	Direct Cost
Contractual					
Wireless Phase 2					
	(Page)	AZ Telephone Co	\$4,931.04	\$4,931.04	\$4,931.04
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Contractual Total			\$495,739.04	\$495,739.04	\$495,739.04

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Glen Canyon	13,588.68
Admin Fee	5,815.00
Total	501,554.04

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Dan Folke, Community Development Director
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-39: A Resolution of the Flagstaff City Council, authorizing Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to proceed with environmental and other evaluation and planning for the Downtown transfer center on City property under the existing license.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-39 by title only
- 2) City Clerk reads Resolution No. 2020-39 by title only (if approved above)
- 3) Adopt Resolution No. 2020-39

Executive Summary:

The Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) commonly known as Mountain Line has identified the site of the existing transfer station on 100/200 block of West Phoenix Avenue as the best location to construct a new Downtown Connection Center (DCC). To comply with a requirement from the Federal Transit Authority, Mountain Line would like to proceed with a NEPA process that begins with environmental testing. Because this is City-owned property and Mountain Line would like to proceed with this due diligence work at their own risk, Mountain Line is requesting authorization from the City to do so through the adoption of this resolution and existing license agreement reference in resolution before you.

Financial Impact:

The Resolution states Mountain Line will bear any and all costs of the testing.

Policy Impact:

Deputy City Manager Shane Dille, Community Development Director Dan Folke, Senior Assistant City Attorney Anja Wendel and Development Engineer Gary Miller meet each month with the NAIPTA project team to review project updates and coordination.

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

Efficient and effective transit service is supported by the Regional Transportation Plan, Flagstaff Regional Plan and Climate Action and Adaptation Plan.

Has There Been Previous Council Decision on This:

City Council was provided an update on the Downtown Connection Center at the May 12, 2020 regular meeting. The update is attached to this item and provides information on funding, timing and next steps.

Attachments: DCC Update May 2020
 NAIPTA License Agreement - Transfer Center
 Res. 2020-39

Mountain Line DCC and BRT Updates

May 13, 2020



Getting you where you want to go



Mountain Line Downtown Connection Center (DCC)



Getting you where you want to go



DCC History

- Located on Phoenix Ave: City owned property
- At MAXIMUM capacity
- Challenging access for buses and patrons
- Lacks customer amenities

	2008	2019
Total Annual Riders	1,000,000	2,500,000
Routes	6	10
Buses	30'	40' and 60'
Buses per day	158	355



Getting you where you want to go



Programming

Identified Needs:

1. Bus Bays (15 bays)
 - 3 stalls 60-foot Articulated
 - 12 stalls 40-foot Standard
2. Operator Comforts: restrooms/breakroom
3. Patron Amenities:
 - Customer Service Counter
 - Public restrooms
 - Lost/Found storage
 - Security offices
 - Concessions/Vending
 - Waiting Area
4. Parking: Staff, Kiss-n-Ride, Ride Share
5. Bike Facilities

Desired:

1. Capacity for regional transit and multimodal opportunities
3. Revenue Generation:
 - Community Space
 - Commercial/Retail
4. Partner Services

























Getting you where you want to go



Alternatives Analysis

Table 12 Site Selection Ranking Summary

	Site 1	Site 2	Site 3
	Ranking by Category		
Category A - Contiguous Parcels			
Category B - Site Access			
Category C - Land Use & Zoning			
Category D - Railroad & Utility Conflicts			
Category E - Environmental Concerns			
Category F - Bus Route Efficiency			
Category G - Sensitive Adjacent Parcels/Owners			
Category H - Partnership Opportunities			
Category I - Site Characteristics			
Category J - Cost			
Total Weighted Score*	313	296	274

*Based on the points by metric, as shown in Table 11

Concept of Feasibility



NAIPTA Downtown Connection Center
Draft Concept
June 7, 2019

Demo of Phoenix Ave Warehouse

- Required to be out of the way of for Rio de Flag construction
 - Relocate Mountain Line Operator Comfort Station
 - Terminate lease with AA groups and assist with finding new location



Design Options

Single-Use Transit Facility



Getting you where you want to go



Design Options

Transit Facility with Office



Project Delivery

Schedule:

- Concept Design: 2020
 - Environmental Clearance, Public Engagement, & Concept Design (30% Plans)
- Final Design: 2021
- Construction: 2022

Budget: Two FTA Grants: \$6.7M and \$15.6M

- Joint Agency and Public Private Partnership funding strategies



Getting you where you want to go



Next Steps

Final Site Selection process:

- NEPA clearance
- FTA concurrence
- IGA

Concept Development:

- Public involvement in programming and design
- Consider partnerships



Getting you where you want to go



Questions



NAIPTA Downtown Connection Center
Draft Concept
June 7, 2019



Bizzy Collins, Transit Planner
Mountain Line

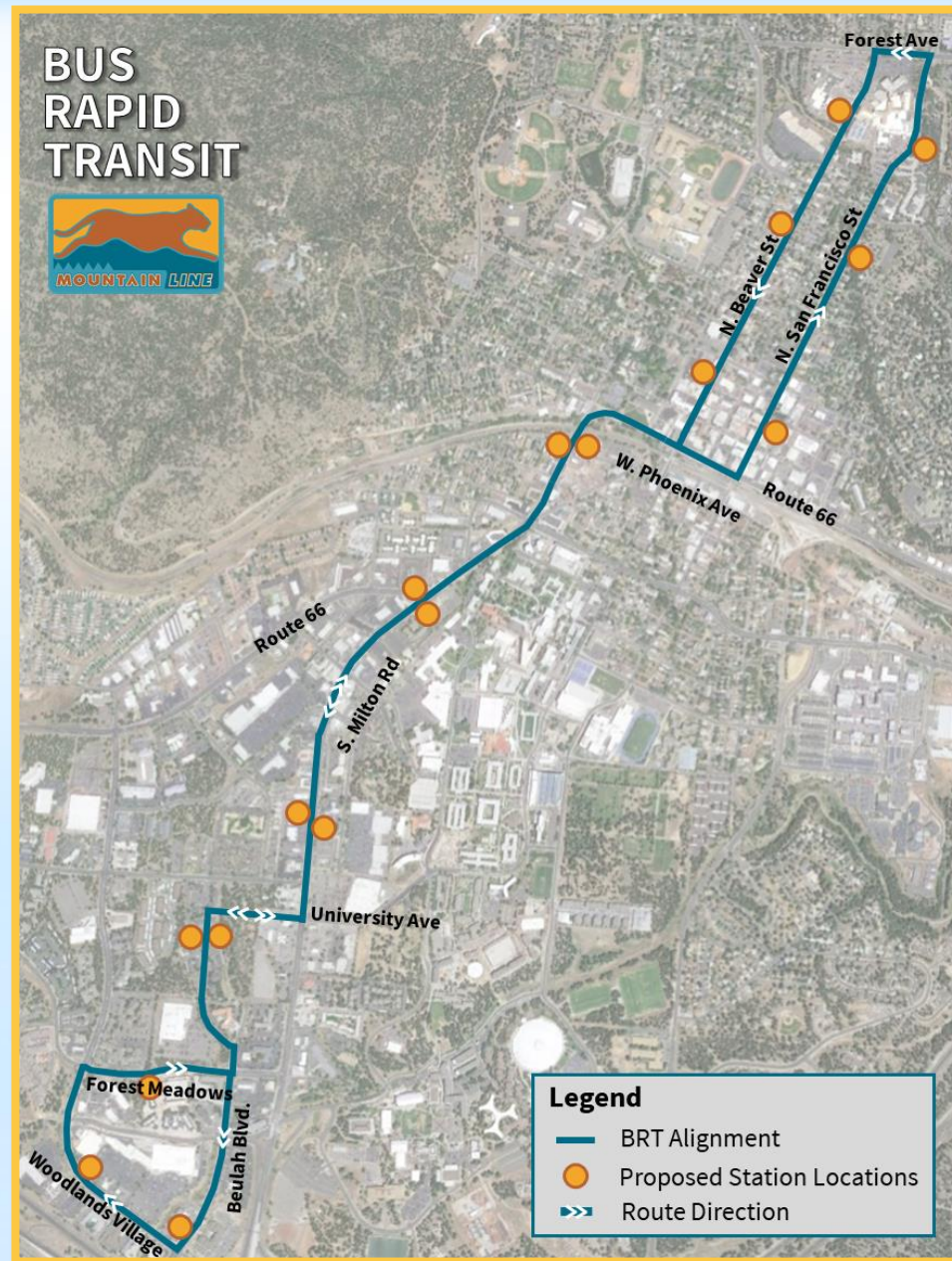


Getting you where you want to go

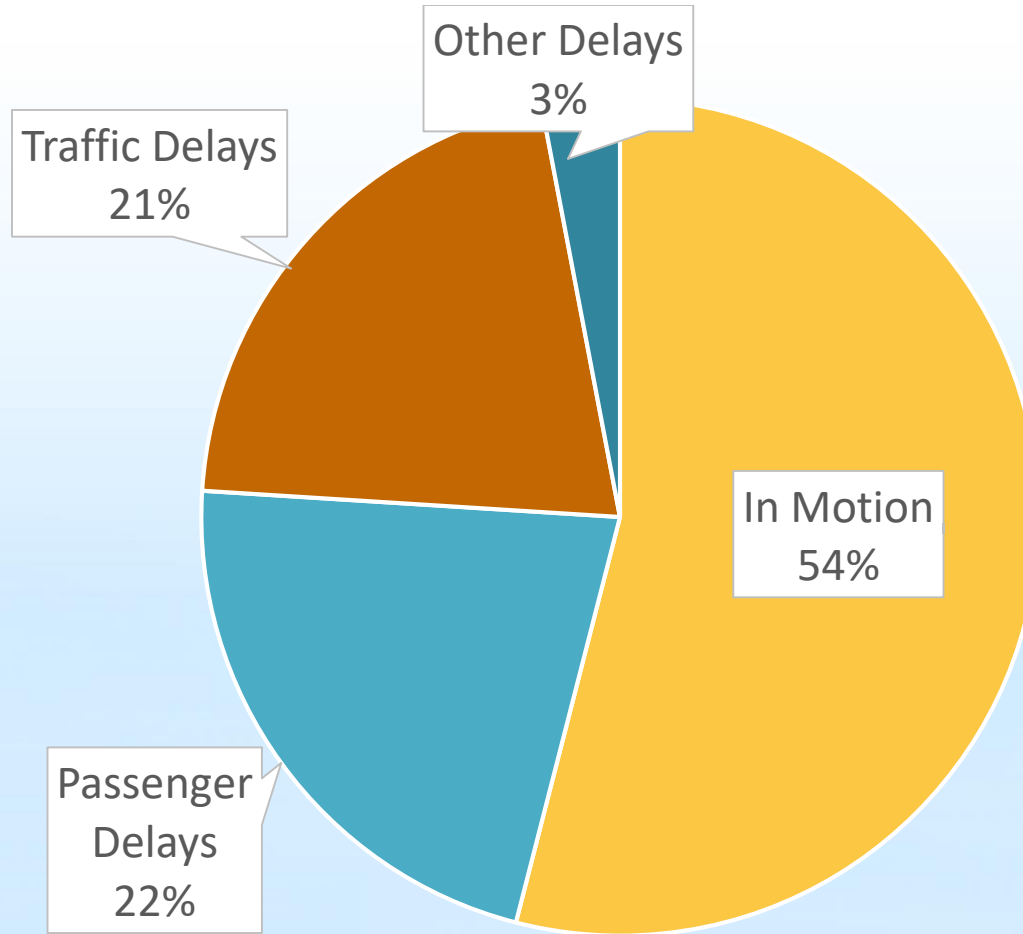


Flagstaff Medical Center to Woodlands Village

3.2 mile corridor



Bus Run Time Components



What is BRT?

BRT TOOLBOX

Operational Improvements

Dedicated Bus Lane and Bus Lane Enhancement

Technology

Transit Signal Priority and Queue Jumps

Wider Station Spacing

Off-Board Fare Collection

Multi-Door Boarding

Customer Amenities

Enhanced Stations

Real-Time Information

Multi-Door/Level Boarding

Rapid Transit Vehicles/Branding

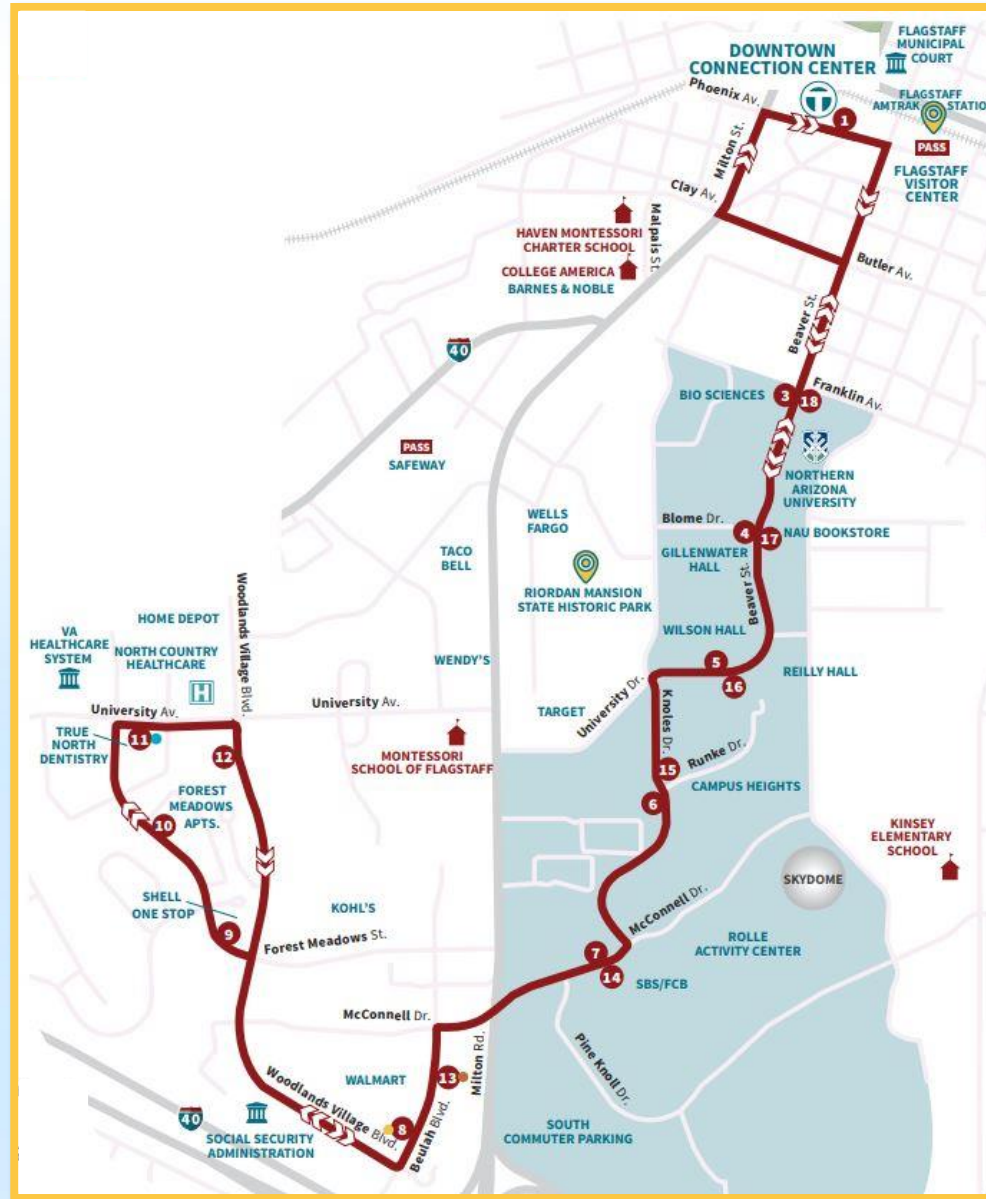
Bike and Pedestrian Connections



Getting you where you want to go



What is BRT?



Getting you where you want to go



BRT Project Goals

ENHANCE

Make transit and multimodal mobility in Flagstaff more compelling

CONNECT

Connect neighborhoods and activity centers and improve local mobility

DEVELOP

Support economic development goals

SUSTAIN

Create an environment that will sustain over the long term

THRIVE

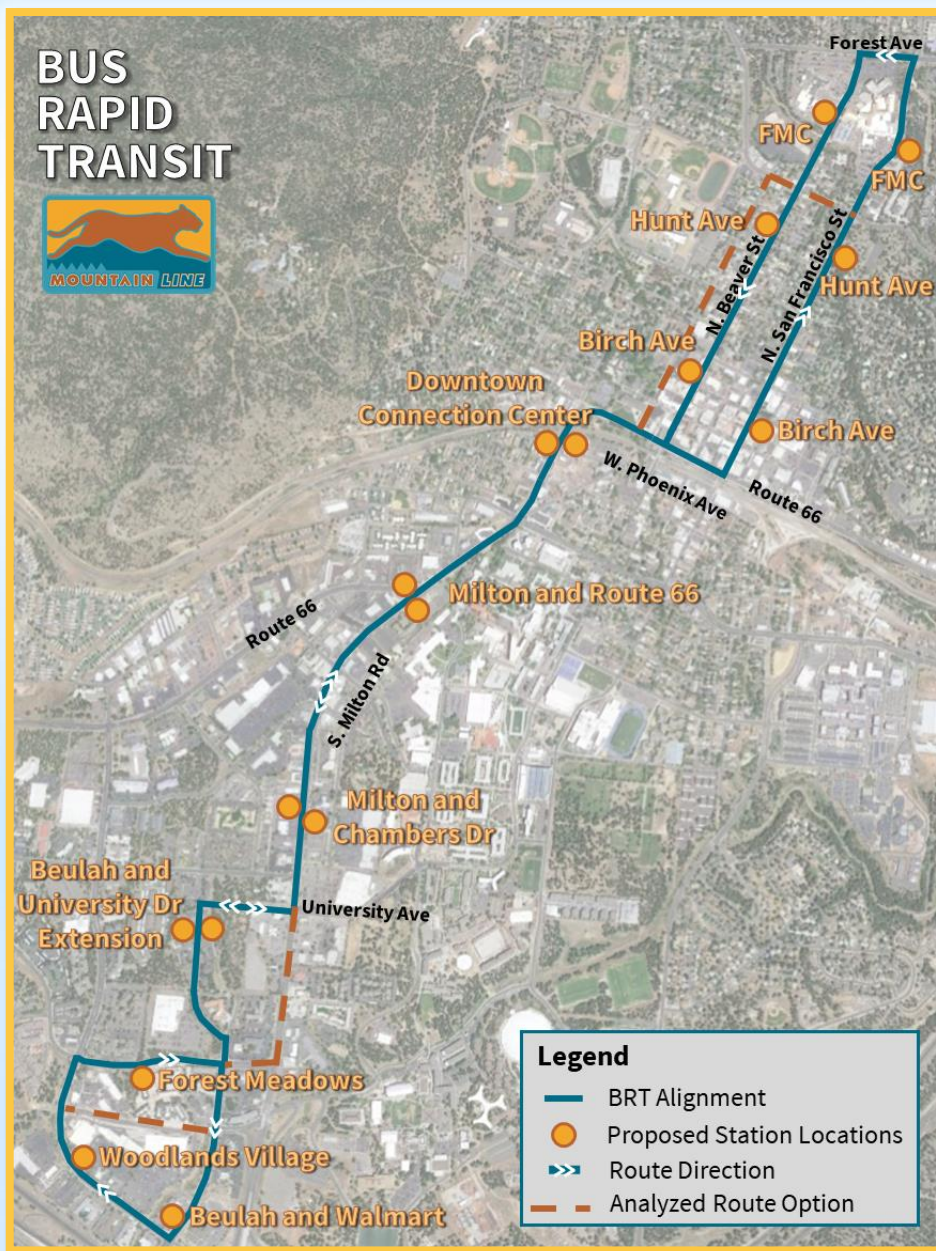
Strengthen the downtown core and connections to Woodlands Village, NAU & Flagstaff Medical Center



Getting you where you want to go



BUS RAPID TRANSIT



Project Stakeholders

- Arizona Department of Transportation (ADOT)
- City of Flagstaff
- Coconino County
- MetroPlan
- Mountain Line
- National Forest Service
- Northern Arizona University (NAU)

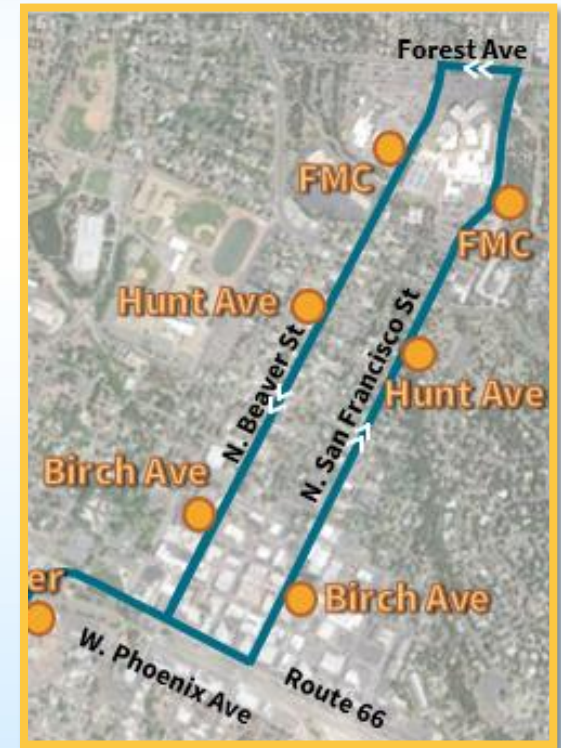
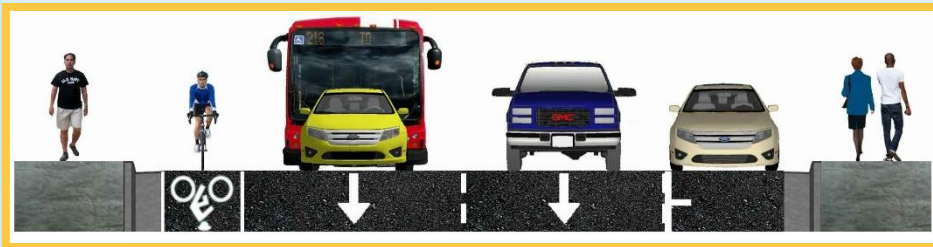


Getting you where you want to go



Top-Ranking Alternative Northern Section

N. Beaver Street

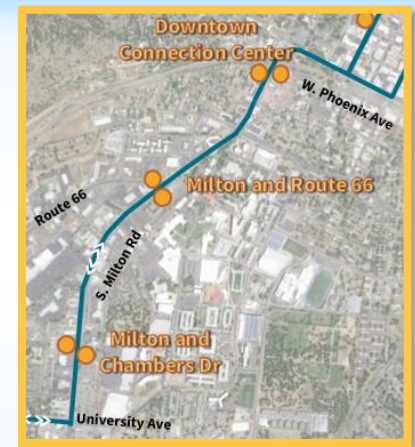


N. San Francisco Street



Top-Ranking Alternatives

Southern Section - Milton Road



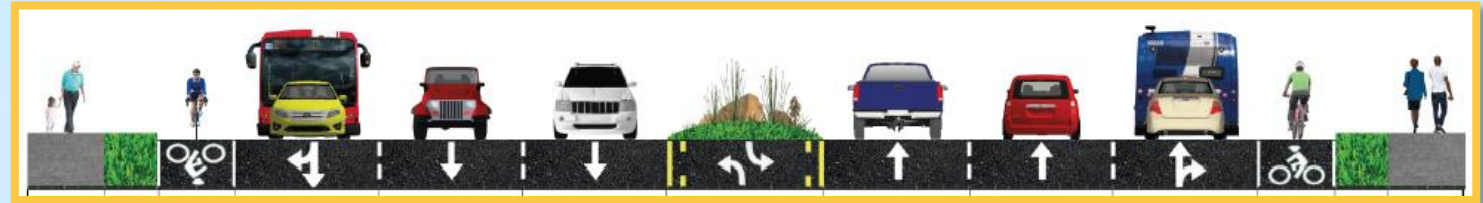
Center-Running



Side-Running



General Traffic



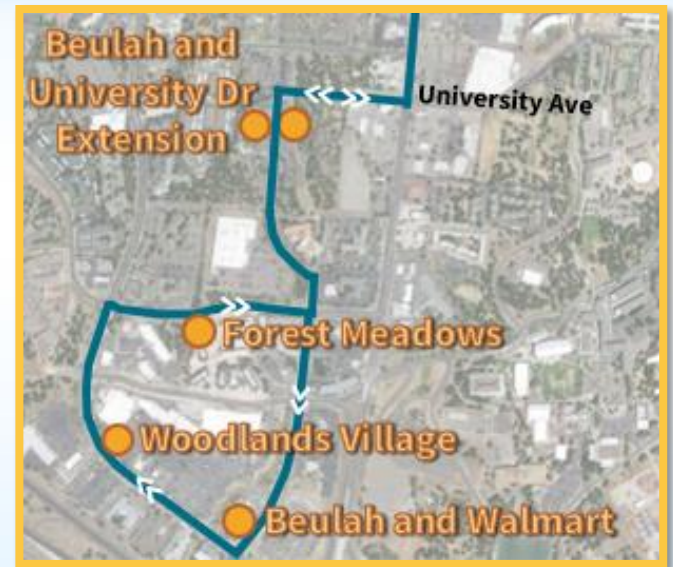
Side-Running



Getting you where you want to go



Southern Section – Beulah Boulevard



Next Steps:

Targeted Public Outreach

- Chamber of Commerce
- Airport Commission
- Pedestrian & Bicycle Advisory Committee
- Planning & Zoning Commission
- MetroPlan Management Committee
- Sustainability Commission
- NAU Transportation Action Team
- Commission on Inclusion and Adaptive Living
- Transportation Commission
- Coordinated Mobility Council
- Flagstaff Lodging, Restaurant & Tourism Association (FLRTA)
- Flagstaff Convention & Visitors Bureau
- Flagstaff City Council
- Coconino County Board of Supervisors
- Downtown Business Alliance
- MetroPlan Executive Board
- Northern Arizona Leadership Alliance (NALA)
- Economic Collaborative of Northern Arizona (ECoNA)
- Affordable Housing Commission
- NAU quarterly meeting
- NAU Graduate Student Government



Getting you where you want to go



Next Steps:

Coordination with ADOT CMP

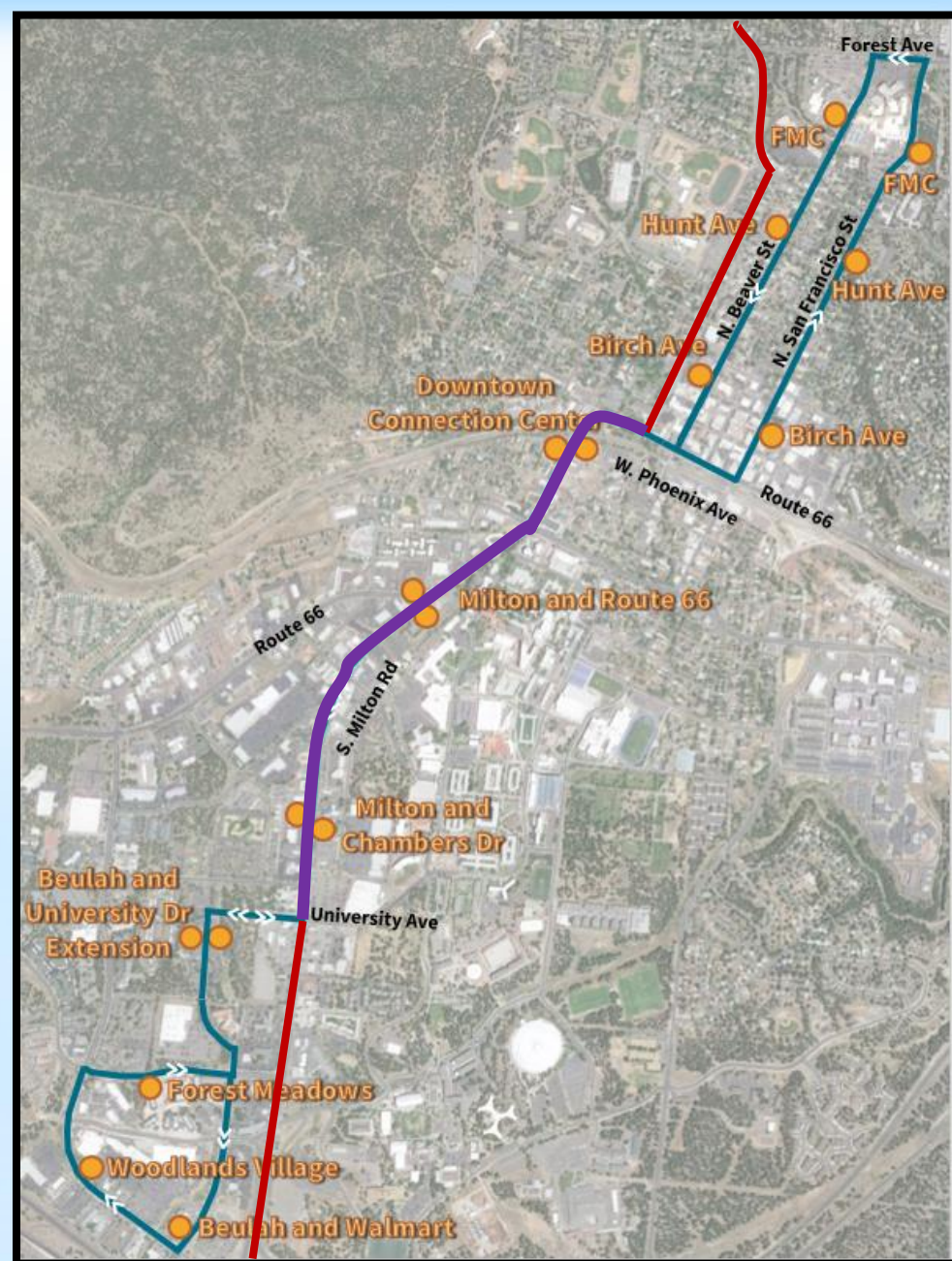


Milton and US180 Corridor Master Plans (CMP)

- Two unique projects with different boundaries
 - Overlap for 1.5 miles on Milton Rd.
- Joint stakeholder discussions and decision-making through shared evaluation criteria
- Result will be one recommended alternative



Bus Rapid Transit (BRT)



Getting you where you want to go



Next Steps:

Locally Preferred Alternative

Bus Station Locations

Environmental Analysis

Identify Local Funding

Apply for Federal Funding



Getting you where you want to go



LICENSE AGREEMENT FOR NAIPTA TRANSFER CENTER

THIS LICENSE is entered into this 1st day of MAY 2019, by and between Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA" or "Licensee"), and the City of Flagstaff, a municipal corporation ("City").

WHEREAS, the City owns real property located along West Phoenix Avenue near downtown Flagstaff ("the Property");

WHEREAS, NAIPTA and the City jointly constructed a parking lot and transfer center on the Property in 2009 using federal funds from the Federal Transit Administration ("FTA"), pursuant to the First Amendment to Transit Service Intergovernmental Agreement dated June 28, 2008 and recorded January 16, 2009 in the records of the Coconino County Recorder 3510880 ("the First Amendment");

WHEREAS, NAIPTA and the City agreed to use the improved area for transit purposes for 30 years and agreed to reimburse FTA for 80% of residual value if the Property is changed to non-transit use (Section 2.7.3 of the First Amendment);

WHEREAS, NAIPTA operates a transfer center for public busses on the Property pursuant to the First Amendment;

WHEREAS, the City and NAIPTA entered into a new Intergovernmental Agreement for Transportation dated July 1, 2016 ("New Service IGA") that replaced prior agreements, including the First Amendment, but the New Service IGA did not specifically memorialize their agreement for use of the Property, although use of the Property is necessarily included in the operation of the transfer center for public busses on the Property;

WHEREAS, the parties desire to enter into this License Agreement for use of the Property to memorialize the agreement under the New Service IGA for use of the Property to operate the Transfer Center.

NOW, THEREFORE, the Parties agree as follows:

1. Grant of License. City hereby grants to Licensee, its officials, employees, agents, contractors and subcontractors (hereafter collectively referred to as "Licensee") a non-exclusive license to use the Property for a Transfer Center and for parking as depicted in Exhibit A. The use is limited to public transportation. The Property may not be used for repairs or fueling.
2. Maintenance. City and Licensee agree to maintain the property as follows:

NAIPTA obligations:

- a. NAIPTA will provide snow removal, litter pick-up and graffiti removal in the bus parking and tracking area of the Property, as shown in the sketch attached as Exhibit A.

- b. NAIPTA will be responsible for cost of repairs to concrete and asphalt in the bus parking and tracking area of the Property. At the City's direction, NAIPTA will procure necessary repair services. NAIPTA will procure and oversee the installation of the parking space striping at the 216 W. Phoenix Avenue parking lot as shown on Exhibit B at their cost.
- c. NAIPTA will be responsible for the lighting fixtures in the bus parking and tracking area of the Property and agrees to keep the units in good working order.

City obligations:

- a. City will provide snow removal, litter pick-up and graffiti removal in the private vehicle parking lot area of the Property, as shown in the sketch attached as Exhibit A.
 - b. City shall maintain all landscaping on the Property, including but not limited to watering, fertilizing, pruning, protection as appropriate from the elements, and replacement of plantings when necessary, in City's reasonable discretion.
 - c. City will grant and sign a minimum of three bus parking stalls in the City parking lot for NAIPTA's designated use.
 - d. City will be responsible for all lighting fixtures in the vehicle parking lot, except as located in the bus parking and tracking area.
 - e. City will designate an additional bus parking stall at 216 W Phoenix Ave for NAIPTA's use, as depicted on Exhibit B. City agrees that NAIPTA may block up to six (6) parking stalls at 116 W Phoenix Ave, as shown on Exhibit A, for auxiliary parking when the designated spot at 216 W Phoenix is temporarily blocked or not accessible because of City Streets operations.
3. **Safe Operations.** Licensee is responsible for safe operations of all its vehicles and in compliance with traffic regulations. Licensee shall use the Property with care, so as not to create any inconvenience to City operations, and to residents and visitors. Any accident involving Licensee on the Property shall be immediately reported to the City Risk Manager, at (928) 213-2082.
 4. **Assumption of Risk.** Licensee may use the City parking lot at Licensee's sole cost and risk. The licensed area is accepted by Licensee AS IS WITH ALL FAULTS basis and City hereby disclaims any and all representations and warranties with respect to the suitability and/or condition of the Property.
 5. **Hazardous Materials.** Licensee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Property by Licensee, its agents, employees, contractors or invitees, without the prior written consent of City, which consent may be withheld for any reason or for no reason.
 6. **Compliance with Laws.** Both parties will comply with all applicable laws in performance of this License.
 7. **License Term.** This License is for two (2) years, and is renewable by the City Manager, unless sooner terminated.

8. **Federal Repayment.** In the event that the Phoenix Avenue Property is used for non-transit purposes (as defined by the FTA) within 30 years after the completion of the Center, City shall, within 60 days of the change in use, reimburse NAIPTA 80% of the Residual (the "City Reimbursement"). The Residual Value shall be calculated as provided by federal regulations.
9. **Termination.** This License may be terminated by either party upon at least one year's prior notice for convenience. The License may be terminated for cause after written notice to the other party of the violation and reasonable opportunity to cure.
10. **Encumbrances.** The License is subject to all easements, reservations, and restrictions of record and all other utility services currently in place. City may install, construct, repair and maintain improvements, including, without limitation, parking areas, roads, and drainage and utility lines over, under and across the City parking lot, and may grant easements and other rights to third parties.
11. **Insurance.** NAIPTA shall maintain insurance as required by the 16.1 of the NAIPTA Master IGA, as well as any other insurance required by law, including but not limited to Workers Compensation insurance. NAIPTA shall provide City with a copy of the certificate of insurance naming City as an additional insured and specifically referencing this License.
12. **Indemnification.** Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
13. **Notices.** Any notice permitted or required under this License must be given in writing and delivered personally (including by any nationally recognized overnight service):

To Licensee: NAIPTA
 3773 N Kaspar Dr.
 Flagstaff, AZ 86004
 Attn: CEO and General Manager

With a copy to: NAIPTA
 3773 N Kaspar Dr.
 Flagstaff, AZ 86004
 Attn: Administrative Director

To City: City of Flagstaff
 Real Estate Manager
 211 W. Aspen Avenue
 Flagstaff, AZ 86001

Attn: Real Estate Manager

With a copy to:
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
Attn: Public Works Director

Notice of any change in a Party's address will be given as stated above.

14. Entire Agreement. This License, including all Exhibits, constitutes the parties' final and complete agreement and terminates all the prior oral and written agreements regarding this subject. Each party's obligations will survive the Term's end and be fully enforceable thereafter to the full extent necessary to protect the other Party.
15. General Provisions. If any term of this Agreement is held invalid, illegal, or unenforceable by a tribunal of competent jurisdiction, this Agreement will be deemed severable and the rest of the Agreement will remain enforceable and valid.
16. No Waiver. No single or multiple failure or delay in exercising any right or remedy under this License will waive that party's subsequent right to require strict performance.
17. Assignment. This Agreement is binding on each party and their successors and assigns. This License may not be assigned or transferred without the prior written approval of the other party.
18. Governing Laws. This Agreement shall be governed by the laws of the State of Arizona.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this License.

CITY OF FLAGSTAFF

By: Barbara Goodrich
Barbara Goodrich, City Manager

Attest:
Stacy Salzburg
Stacy Salzburg, City Clerk

Approved as to form:

for
City Attorney's Office

LICENSEE

By: Erika Mazza
Name: Erika Mazza

Title: CEO and General Manager

Approved as to form:

/s/ Scott A. Holcomb/

NAIPTA General Counsel

EXHIBIT A

Downtown Connection Center (DCC) License Agreement Map

EXHIBIT B

Parking Plan
216 W. Phoenix Avenue



11/8/2018

Coconino Parcel Viewer

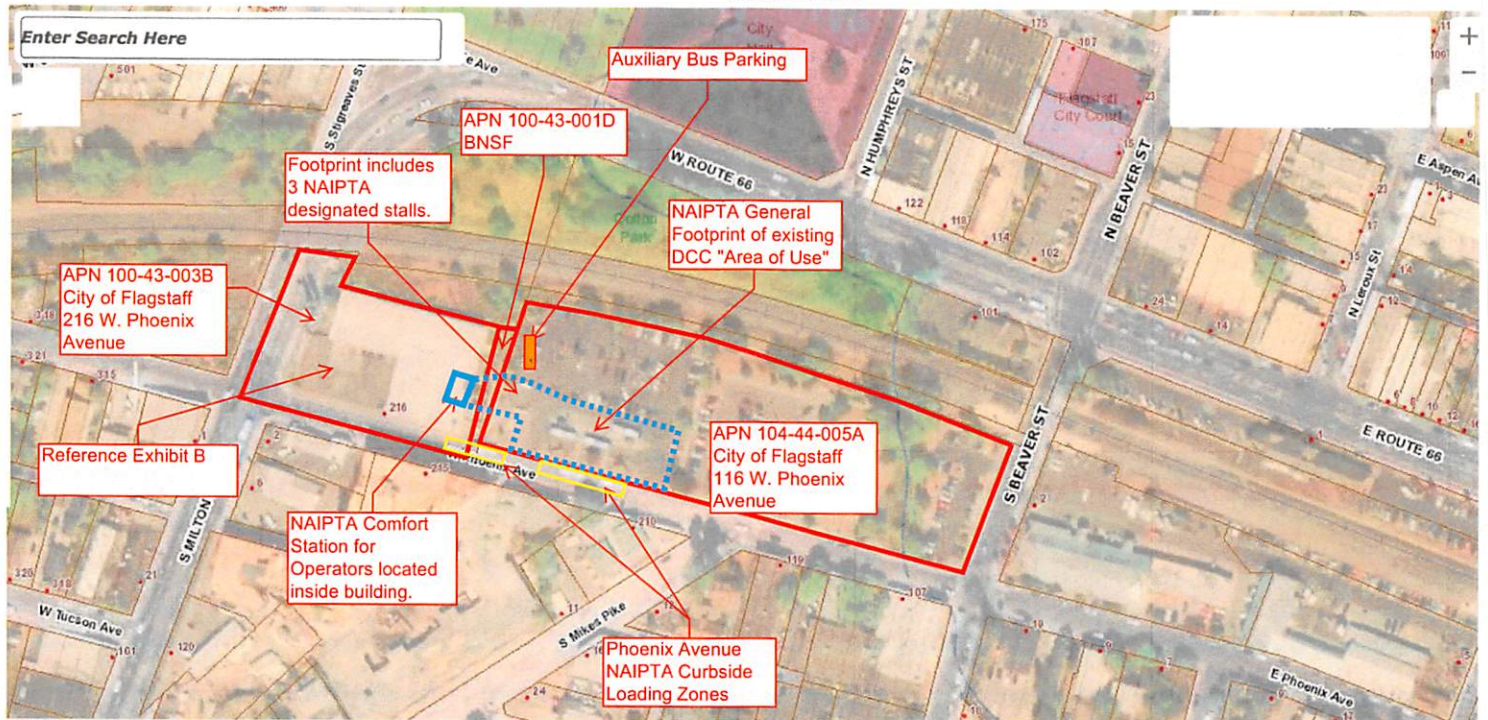


EXHIBIT A:
Downtown Connection Center (DCC)
License Agreement Map

Lat/Long: 35.1985/-111.6547
40m

200ft

<https://gismaps.coconino.az.gov/parcelviewer/>

9/28/2018

Google Maps

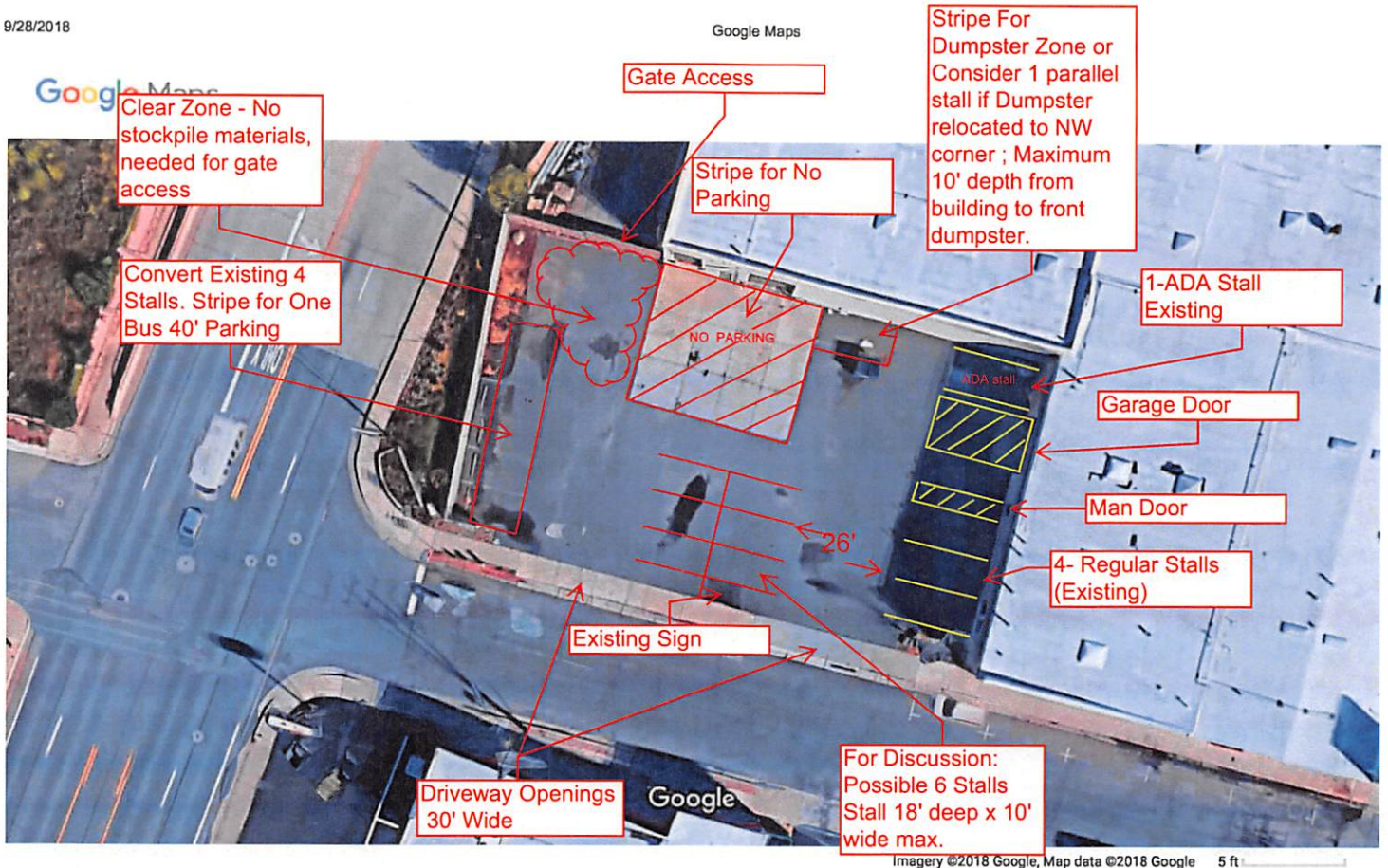


EXHIBIT B

216 W. Phoenix Avenue



Set a home address



Set a work address

Updated just now



<https://www.google.com/maps/@35.1976019,-111.6537086,20m/data=!3m1!1e3>

RESOLUTION NO. 2020-39

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION TO PROCEED WITH ENVIRONMENTAL AND OTHER EVALUATION AND PLANNING FOR THE TRANSFER CENTER ON CITY PROPERTY UNDER EXISTING LICENSE

RECITALS:

WHEREAS, the Northern Arizona Intergovernmental Public Transportation Authority ("Mountain Line") and City of Flagstaff ("City") desire that Mountain Line proceed with the necessary environmental and other evaluation and planning for the transportation center for public transportation on City owned real property located along West Phoenix Avenue near downtown Flagstaff ("the Property");

WHEREAS, Mountain Line and the City have entered into various agreements related to the construction and operation of a parking lot and transfer center on the Property, the most recent of which is a License Agreement for NAIPTA Transfer Center dated May 1, 2019 ("License"), attached hereto;

WHEREAS, Mountain Line needs to conduct certain environmental and other testing, evaluation, planning, and reporting (including to the Federal Transit Administration and other government entities) for the continued operation and potential expansion of the transportation facilities on the Property (collectively the "Evaluation"); and

WHEREAS, Mountain Line and the City desire to clarify Mountain Line's right to, and to the extent necessary authorize Mountain Line to, proceed with the Evaluation.

ENACTMENTS:

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

SECTION 1. Clarification and Authorization under License.

The Flagstaff City Council hereby clarifies that under the License Mountain Line has the authority and permission to, and to the extent necessary authorizes Mountain Line to, conduct, document and report any and all Evaluation on or related to the Property as Mountain Line deems necessary. The City Manager is authorized to execute any documents and/or approve any actions necessary to carry-out the intent of this resolution.

SECTION 2. Coordination with the City.

Mountain Line shall coordinate with the City, and provide notice to the City as provided in the License of, the Evaluation activities.

SECTION 3. Cost of Evaluation.

Mountain Line shall bear any and all costs of the Evaluation.

SECTION 4. License Remains in Effect.

The License, as clarified herein, shall remain in full force and effect.

SECTION 5. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of June, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

License Agreement for NAIPTA Transfer Center dated May 1, 2019

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Dean Coughenour, Director of Risk Management
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-34: A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona authorizing City of Flagstaff to become a member of the Arizona municipal Risk Retention Pool, an Arizona nonprofit corporation.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-34 by title only
- 2) City Clerk reads Resolution No. 2020-34 by title only (if approved above)
- 3) Adopt Resolution No. 2020-34

Executive Summary:

City Council unanimously approved the acceptance of the Arizona Municipal Risk Retention Pool's proposal for the City of Flagstaff's insurance needs during the May 19th Council meeting.

Financial Impact:

Funds associated with our insurance renewal are budgeted annually and paid through the City's Self Insured Trust.

Policy Impact:

None

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

None

Has There Been Previous Council Decision on This:

City Council received a work session presentation on May 12, 2020 and approved the proposal for the Arizona Municipal Risk Retention Pool during the May 19, 2020 Council meeting.

Attachments: Res. 2020-XX
Membership Agreement

RESOLUTION NO. 2020-XX

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING CITY
OF FLAGSTAFF TO BECOME A MEMBER OF THE ARIZONA MUNICIPAL
RISK RETENTION POOL, AN ARIZONA NONPROFIT CORPORATION**

RECITALS:

WHEREAS, the Flagstaff City Council has determined that in order to facilitate efficient operations of the City, the City of Flagstaff needs to obtain property, liability, and workers' compensation insurance from a new insurer; and

WHEREAS, on May 19, 2020 the Flagstaff City Council awarded the proposal for the City's property, liability and workers' compensation insurance to the Arizona Municipal Risk Retention Pool.

ENACTMENTS:

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

SECTION 1. The Flagstaff City Council hereby authorizes the City of Flagstaff to become a member of the Arizona Municipal Risk Retention Pool ("AMRRP").

SECTION 2. The Flagstaff City Council authorizes the City Manager to sign the AMRRP Fourth Amended and Restated Membership Agreement for property, liability, and workers' compensation insurance and any other documents as may be necessary to carry out the intent of the AMRRP Fourth Amended and Restated Membership Agreement

SECTION 3. Effective Date.

This resolution shall be effective immediately.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of June, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**ARIZONA MUNICIPAL RISK RETENTION POOL
FOURTH AMENDED AND RESTATED MEMBERSHIP AGREEMENT**

1. Parties. The parties to this Fourth Amended and Restated Membership Agreement (the “**Agreement**”) are the Arizona Municipal Risk Retention Pool, an Arizona nonprofit corporation (the “**Pool**”), and The City of Flagstaff (the “**Member**”), a political subdivision of the State of Arizona.

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain objectives:

2.1. WHEREAS, A.R.S. § 11-952.01 permits two or more public agencies (as defined in A.R.S. § 11-951) to enter into contracts or agreements to purchase insurance jointly or to pool retention of such public agencies' property, liability and workers' compensation risks, and to jointly form a nonprofit corporation to carry out such purposes on behalf of the public agency members of the nonprofit corporation directly or by contract with a private party; and

2.2. WHEREAS, the Pool is administered by an administrator (the “**Administrator**”) designated by the Board of Trustees of the Pool (the “**Board**”); and

2.3. WHEREAS, the Member desires to enter into this agreement to:

2.3.1 pool retention of the Member's risk for property, liability and casualty losses with that of other cities, towns or other political subdivisions of the State of Arizona that are members of the Pool and to provide for the payment of such losses or claims; and/or

2.3.2 provide for the payment of workers' compensation claims made against other cities, towns or other public agencies of the State of Arizona that are members of the Pool and to provide for the payment of such claims;

NOW, THEREFORE, the Pool and Member agree as follows:

3. Coverage and Participation.

3.1. The Pool shall offer coverages for property, liability and workers' compensation. The procedure for making claims for such losses against the Pool, the means and procedures for defending against such claims, the persons or entities to be indemnified by the Pool, the limitations and exclusions on coverage, and various other matters necessary or appropriate to the functioning of the Pool in connection with property and liability losses are more particularly described in a coverage agreement to be negotiated between the Member and the Pool and attached hereto as Appendix A, and incorporated by this reference (the “**Property and Liability Coverage Agreement**”). The effective date of the Property and Liability Coverage Agreement (the “**Property and Liability Coverage Effective Date**”) shall be set forth in the Property and Liability Coverage Agreement. The procedure for making claims in connection with coverage for employees of the Member as required for a self-insured employer pursuant to A.R.S. § 23-961 (as may be amended), the means and procedures for defending

against such claims, the persons or entities to be compensated by the Pool, the limitations and exclusions on coverage, and various other matters necessary or appropriate to the functioning of the Pool are more particularly described in the coverage agreement to be negotiated between the Member and the Pool and attached hereto as Appendix B and incorporated by this reference (the “**Workers’ Compensation Coverage Agreement**”). The effective date of the Workers’ Compensation Coverage Agreement (the “**Workers’ Compensation Coverage Effective Date**”) shall be set forth in the Workers’ Compensation Coverage Agreement. The Property and Liability Coverage Agreement and the Workers’ Compensation Coverage Agreement shall be referred to collectively as the “**Coverage Agreements**.” The Property and Liability Coverage Effective Date and the Workers’ Compensation Coverage Effective Date shall be referred to collectively as the “**Coverage Effective Dates**.”

3.2. The terms of this Agreement, the Property and Liability Coverage Agreement and the Workers’ Compensation Coverage Agreement may be amended by majority vote of the Board, provided that any amendment to this Agreement, the Property and Liability Coverage Agreement and the Workers’ Compensation Coverage Agreement shall become effective upon a date designated by the Board after first giving the Member at least thirty (30) days’ prior written notice thereof. Notwithstanding the foregoing, the Board may, without prior notice to the Member, amend the Property and Liability Coverage Agreement and the Workers’ Compensation Coverage Agreement if the amendment does not decrease or materially change the insurance coverage available to the Member including, but not limited to, incidental or grammatical amendments that do not decrease insurance coverage available to the Member.

4. Term and Renewal. Insurance coverage under this Agreement shall be effective as set forth in each Coverage Agreement and shall be automatically renewed (for each Coverage Agreement) unless terminated pursuant to Section 5 of this Agreement.

5. Termination of Agreement.

5.1. With Cause. The Board may at any time during the term of this Agreement or any extensions thereof suspend or terminate coverage for (i) nonpayment of the Membership Fees or any other breach by the Member of the terms of this Agreement; or (ii) the failure to satisfy underwriting requirements established by the Pool. In such case, coverage shall be suspended or terminated, and membership shall be terminated pursuant to Section 8 of this Agreement.

5.2. Without Cause. Insurance coverage under this Agreement may be terminated by the Pool or the Member by written notice of termination given at least ninety (90) days prior to the anniversary of the Property and Liability Coverage Effective Date (in the case of the Property and Liability Coverage Agreement) or at least ninety (90) days prior to the anniversary of the Workers’ Compensation Coverage Effective Date (in the case of the Workers’ Compensation Coverage Agreement). For example, if the Member has entered into both a Property and Liability Coverage Agreement and a Workers’ Compensation Coverage Agreement, coverage under either Coverage Agreement may be terminated by either party without cause by written notice of termination given at least ninety (90) days prior to the anniversary of the applicable Coverage Effective Date. Terminating coverage under one Coverage Agreement without cause pursuant to this Section 5.2 does not necessarily terminate

coverage under the other Coverage Agreement. The Board may in its sole and absolute discretion, and only in the event of extraordinary circumstances demonstrated by the Member, grant the Member a thirty (30) day extension of coverage under the Property and Liability Coverage Agreement or the Workers' Compensation Coverage Agreement on such renewal terms and conditions that are submitted to the Member by the Administrator for the next succeeding renewal year, prorated by the Administrator for the thirty (30) day extension period. Any extension granted pursuant to this Section 5.2 shall not change the Coverage Effective Date for the applicable Coverage Agreement or the term of this Agreement and any renewals thereof.

5.3. Termination of Coverage. This Agreement shall terminate and the Member shall cease being a member of the Pool upon the termination of all coverage under the Coverage Agreements. Upon such termination, the terminated Member may not apply to rejoin the Pool for a period of three (3) years after the date of termination.

5.4. Distribution of Assets On Termination. In the event the Member shall terminate this Agreement for any reason, or in the event the Board shall terminate this Agreement pursuant to Section 5.1 and Section 8 of this Agreement, the Member shall thereupon forfeit any and all rights to the return of any surplus, unearned contributions, or other legally permitted distributions from the Pool.

5.5. Effect of Termination. Notwithstanding the termination of this Agreement, following the date of termination a Member shall (i) cooperate fully with the Administrator in connection with the resolution of covered claims; and (ii) cooperate and assist the Administrator and any claims adjuster or legal counsel retained by the Pool.

6. Termination of the Pool. Notwithstanding any other provision hereof, the Pool may be terminated at such time as the Board determines (by a vote of at least two-thirds of the number of Board members then serving on the Board at a duly called meeting of the Board at which a quorum is present) that the number of members of the Pool or the size of the Pool is too small to provide coverage against the risks specified in the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement. Any termination pursuant to this Section 6 shall not be effective until the Board shall have given each member of the Pool at least twelve (12) months' written notice.

7. Membership Fees. The Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement shall each set forth the fees for the coverages selected by the Member (collectively, the "**Membership Fees**"). The Membership Fees shall be based on sound underwriting criteria as recommended by the Pool's actuary and the Administrator. The Member agrees to furnish the Administrator all available data regarding exposures and loss experience of the Member necessary to calculate Membership Fees. The Member shall pay its total Membership Fees to the Pool in cash pursuant to a payment plan established by the Board.

8. Suspension. In the event the Member (i) fails to pay its Membership Fees as specified herein; (ii) fails to comply with any of the other terms of this Agreement; or (iii) fails to satisfy underwriting requirements established by the Pool, the Board may, if such failure is not cured after ten (10) days' written notice, terminate the Member's coverage under the applicable

Coverage Agreement. The date of such termination shall be referred to as the “**Coverage Termination Date.**” Notwithstanding such termination of coverage, the Member shall retain its rights to the return of any surplus or other distributions from or assets of the Pool for a ninety (90) day period (the “**Ninety Day Reinstatement Period**”) following such notice by the Pool. To retain this right, the Member must notify the Pool in writing during the Ninety Day Reinstatement Period of the Member’s election (the “**Reinstatement Election**”) to reinstate coverage by delivering to the Pool a payment in an amount equal to any outstanding Membership Fees and otherwise curing the failure giving rise to the termination of coverage. Upon the Pool’s receipt of such payment and evidence documenting that the Member has cured the failure giving rise to the termination of coverage, together with such underwriting data and other information as the Pool may reasonably request, and provided that the Administrator determines (in the exercise of the Administrator’s sole and absolute discretion) that the reinstatement of coverage is appropriate based on sound business judgment, loss control and underwriting criteria, and loss experience during the Ninety Day Reinstatement Period (or applicable portion thereof), coverage under the applicable Coverage Agreement will be reinstated, effective as of the Coverage Termination Date. If the Member fails to provide the Pool the Reinstatement Election (together with such documentation, data and other information as required pursuant to this Section 8) during the Ninety Day Reinstatement Period, or if the Member provides the Reinstatement Election (together with such documentation, data and other information as required pursuant to this Section 8) during the Ninety Day Reinstatement Period and the Member’s coverage reinstatement is denied pursuant to this Section 8, upon the expiration of the Ninety Day Reinstatement Period, and if the Member no longer has coverage under both Coverage Agreements, the Member shall cease to be a member of the Pool and shall lose all rights as a member of the Pool including (without limitation) the right to return of any surplus or other distributions from or assets of the Pool and coverage under any Coverage Agreement. In the event of such termination, the Member shall be relieved of any liability for ordinary Membership Fees under Section 7 for fiscal years after the year of the Member’s termination. The Member’s liability for additional assessments shall continue to the extent provided in Section 9 below.

9. Assessment. The Member shall be subject to assessment pursuant to A.R.S. § 11-952.01(M), as may be amended, and the terms of such statute are incorporated by reference. The amount of such assessment may not exceed the amount of the Member's annual Membership Fees to the Pool for the year in which the assessment is made or (if the Member has withdrawn from the Pool) for the last year that the Member was a member of the Pool. The amount of each assessment and a description of the manner of calculating the same shall be provided to the Member in writing (the “**Assessment Notice**”), and the Member shall pay such assessment pursuant to the terms and conditions of the Assessment Notice. The Member shall remain liable for assessments for liabilities of the Pool incurred during the Member's period of membership in the Pool, notwithstanding the Member's withdrawal from participation in the Pool or the termination of this Agreement.

10. Inspection and Audit. The Administrator or any other designee of the Pool shall be permitted, but shall not be obligated, to inspect the Member's properties and operations at any time. Neither the Administrator's right nor any such designee's right to make inspections nor the making thereof shall constitute an undertaking on behalf of or for the benefit of the Member or others to determine or warrant that such properties or operations are safe or are in compliance with any law or rule.

10.1. The Administrator or any other designee of the Pool may examine and audit the Member's financial and administrative records that relate to the subject matter of this Agreement at any time during the period of this Agreement is in effect and within five (5) years after the termination of this Agreement.

10.2. The Pool shall be audited annually at the expense of the Pool by a certified public accountant, and a copy of the report shall be submitted to the Board, the Member, and the Arizona Department of Insurance. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of the Pool including, an estimate of the incurred but not reported claims and shall maintain claim reserves equal to known incurred losses and an estimate of incurred but not reported claims, as determined by the Board.

11. **Risk Management.** The Member shall maintain a program of risk management in substantial conformance with the Risk Management Program for Members, a copy of which is attached hereto as Appendix C and incorporated by this reference (the “**Risk Management Program**”). The Member acknowledges, understands and agrees (i) that the Risk Management Program is simply recommendations concerning the minimum standards that should be adopted by each member of the Pool, (ii) that to be effective, a risk management program must be tailored to the specific requirements of each member of the Pool, (iii) that the Pool makes no representation or warranty that the Risk Management Program is sufficient or adequate to meet the specific requirements of the Member, and (iv) that it is the Member's sole responsibility to modify the Risk Management Program to meet the specific requirements of the Member.

12. Subrogation. In the event a recovery is obtained against a third party pursuant to the right of subrogation set forth in the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement, such recovery shall first be applied to the costs of recovery, and the balance, if any, shall be apportioned between the Pool and the Member in proportion to their respective losses from the occurrence giving rise to such recovery.

13. Conformity with Law. In the event any term or provision of this Agreement shall be in conflict with the laws and statutes of the State of Arizona as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

14. Authorized Representatives; Prompt Reply. The Pool and the Member shall each designate a representative authorized to act on each of the respective parties' behalf in all matters pertaining to this Agreement.

For the Pool:

Name

Title

Address

City, State, Zip Code

Telephone

Email Address

For the Member:

Name

City Manager

Title

211 West Aspen Avenue

Address

Flagstaff Arizona 86001

City

State

Zip Code

Telephone

Email Address

Such representatives and/or addresses may be changed by either party from time to time by written or electronic notice to the other. The Member (through its Authorized Representative listed above) shall reply promptly to all correspondence or inquiries from the Pool.

15. **Prior Acts of Parties.** All covenants, promises, agreements, conditions and understandings between the Pool and the Member, and any other acts of the parties undertaken pursuant to A.R.S. § 11-952.01 are superseded by and merge into this Agreement, and this Agreement and any Appendices hereto set forth all covenants, promises, agreements, conditions and understandings between the Pool and the Member as of the date hereof. There are no covenants, promises, agreements, conditions or understandings either oral or written between the Pool and the Member other than set forth herein and in the Appendices hereto.

16. Liability. The Pool, the Board and the Administrator shall have no obligation to pay or defend claims except from the funds in the Pool, and no liability pursuant to this Agreement and any Appendix hereto except to disburse funds in the Pool in accordance with the terms of this Agreement. In the event that after collecting all assessments or Membership Fees from the members of the Pool as provided for herein, there are insufficient funds in the Pool to pay the expenses and to discharge the obligations of the Pool, neither the Pool, the Board nor the Administrator shall have any further obligation to defend or pay claims.

16.1. No member of the Pool has any liability for claims brought by third parties against any other member of the Pool, other than the obligation to contribute certain funds to the Pool as expressly required by this Agreement. The liability for any claim against the Member shall remain the sole and exclusive liability of the Member. The obligation of the Pool is to indemnify the Member against such liability as required by the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement, and only to the extent there are funds in the Pool for such indemnification.

16.2. The Member is not relieved of its liability incurred during the Member's period of membership in the Pool except through the payment of losses by the Pool (as required by the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement) or by the Member.

17. Invalidity of a Term. The parties agree that in the event any term, covenant or condition herein contained should be held to be invalid or void by a court of competent jurisdiction, the invalidity of any term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

18. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 75-5, entitled "Prohibition of Discrimination in State Contracts - Non-Discrimination in Employment by Government Contractors and Subcontractors," and any subsequent similar Executive Order.

19. Governing Law And Venue. This Agreement shall be construed under the laws of the State of Arizona. Any action arising out of this Agreement, whether for the enforcement thereof or otherwise, shall be brought in Maricopa County.

20. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of such counterparts shall be deemed an original hereof.

21. Conflict of Interest and Israel Provision. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. 38-511, the provisions of which are incorporated herein. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

22. In addition to Appendices A, B and C previously referred to herein, the following Appendices are attached hereto and incorporated by this reference as if set forth in full, and such Appendices are subject to amendment pursuant to each of their respective terms:

Appendix D – Bylaws of the Pool

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _day
of _____, 20¹

POOL:

ARIZONA MUNICIPAL RISK RETENTION
POOL, an Arizona nonprofit corporation

By: _____
Its: _____

THE MEMBER:

By: _____
Its: _____

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elaine Averitt, Planning Development Manager
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Approval of Preliminary Plat Request by AZ North Realty for Preliminary Plat (replat) approval for Rio Homes Unit 4, a 5.1-acre site located at 1221 East Emma Drive. The site is in the Medium Density Residential (MR) zone and has a Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission recommends (by 6-0 vote on 5/27/20) the City Council approve the Preliminary Plat.

Executive Summary:

The Preliminary Plat for Rio Homes Unit 4 dated 4/28/2020 is an amendment of the original final plat created for Rio Homes, recorded 6/27/2005. The subdivision was intended to be a cohousing type of community and included a larger parcel intended for a common house. A variety of detached and attached residential building types were proposed. The subdivision is now intended to be a conventional multi-family development. There are currently 6 (six) units constructed on the parcel and this project proposes to add another 40 for a total of 46 units. The original final plat included 21 lots and 9 tracts. The preliminary plat modifies the original final plat to create 12 lots and 3 tracts. Lots that have already been developed will be maintained. All other existing lots will be removed for the purpose of developing apartments. See the attached Planning and Zoning Commission staff report for the preliminary plat analysis. A vicinity map is located on Sheet 1 of the Preliminary Plat.

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

Council Goals

Economic Development - Grow and strengthen a more equitable and resilient economy.

Team Flagstaff Goals

Strategic Priority #4 - Work in partnership to enhance a safe and livable community.

Regional Plan

Policy LU.13.4. Plan suburban development to include a variety of housing options.

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Has There Been Previous Council Decision on This:

2002: Ordinance No. 2002-03, An Ordinance Authorizing the Sale of City Owned Real Property for Affordable Housing in the Rio Homes Development

2005: City Council approved Rio Homes Final Plat

Options and Alternatives:

1. Approve the preliminary plat with no conditions, as recommended by the Planning and Zoning Commission.
2. Approve the preliminary plat with conditions.
3. Deny the preliminary plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Standards and Specifications for New Infrastructure.

Background/History:

The subject site is located on the north side of East Pine Knoll Drive, a minor collector, east of Lone Tree Road. On March 26, 2020, the Inter-Division Staff (IDS) approved a Site Plan for the proposed development of 40 new and 6 (six) existing detached and attached apartment buildings and associated parking. On March 27, 2020, IDS approved the associated preliminary plat which amends the Unit 4 portion of the original Rio Homes final plat. If the developer wishes to convert the apartments to condominiums in the future, a condominium plat will need to be processed through city staff, Planning and Zoning Commission and City Council.

Key Considerations:

The City Council shall find the proposed preliminary plat meets the requirements of City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications as specifically addressed in the "Findings" section (pages 2-4) of the attached Planning and Development Services report to the Planning and Zoning Commission.

Community Benefits and Considerations:

The proposed plat amendment facilitates the addition of 40 new units to the existing 6 units on Rio Homes Unit 4 property. The new housing will be a mix of one-bedroom and two-bedroom apartments. The buildings will not exceed two stories. The Flagstaff Regional Plan land use designation for the site is Existing Suburban seeking a range of 2 to 13 units per acre. The proposal of 46 units on 5.1 acres results in an overall density of 9 units per acre and conforms to the Existing Suburban land use designation.

Community Involvement:

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of a preliminary plat subdivision review process.

Attachments: P&Z Commission Report 5/27/20
 Preliminary Plat
 Presentation

PLANNING & DEVELOPMENT SERVICES REPORT PRELIMINARY PLAT

PZ-19-00019-03

DATE:

May 7, 2020

MEETING DATE:

May 27, 2020

REPORT BY:

Elaine Averitt, AICP

REQUEST:

A request by AZ North Realty for Preliminary Plat approval for Rio Homes Unit 4, a 46-unit multi-family residential subdivision. The 5.1-acre site is located at 1221 East Emma Drive in the MR, Medium Density Residential Zone and has a Resource Protection Overlay (RPO) zone. The developer is proposing to modify (replat) the existing final plat to provide more housing to the Rio Homes community.

STAFF RECOMMENDATION:

In accordance with the findings, staff recommends the Planning and Zoning Commission forward the preliminary plat to the City Council with a recommendation for approval.

PRESENT LAND USE:

The present land use is partially developed residential property with six (6) dwelling units.

PROPOSED LAND USE:

Rio Homes Unit 4 multi-family residential subdivision development, consisting of 46 attached and detached dwelling units.

NEIGHBORHOOD DEVELOPMENT:

North: Pine Knoll Village subdivision; MR, Medium Density Residential Zone;

South: E. Pine Knoll Drive; then open space zoned MR, Medium Density Residential Zone;

East: Rio Homes subdivision; MR, Medium Density Residential Zone;

West: Arroyo Park; PF, Public Facility Zone.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed preliminary plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications. These findings are addressed in the next sections of this report.

STAFF REVIEW:

Introduction

The Preliminary Plat for Rio Homes Unit 4 dated 4/28/2020 is an amendment of the original final plat created for Rio Homes, recorded 6/27/2005. The original final plat included 21 lots and 9 tracts. The subdivision was intended to be a cohousing type of community and included a larger parcel intended for a common house.

May 27, 2020

Several different detached and attached residential building types were proposed. Small garage units (i.e., G1, G1, etc.) were associated with corresponding residential units and are noted on the original final plat and the preliminary plat. The subdivision is now intended to be a conventional multi-family development rather than for cohousing.

There are currently 6 (six) units on the parcel and this project proposes to add another 40, for a total of 46 units. The new housing will be a mix of one-bedroom and two-bedroom apartments. The existing uses on the parcel are two single-family residences, four attached townhomes, and a building containing 6 (six) 2-car garages. Two of the garages have accessory dwelling units (ADUs) above.

The preliminary plat modifies the original final plat to create 12 lots and 3 tracts. Lots that have already been developed will be maintained. The existing streets will be updated based on new City standards and proposed improvements. All other existing lots will be removed for the purpose of developing apartments. If the developer wishes to convert the apartments to condominiums in the future, a condominium plat will need to be processed through city staff, Planning & Zoning Commission and City Council.

On March 26, 2020, the Inter-Division Staff approved a Site Plan for the proposed development of 40 new and 6 (six) existing detached and attached apartment buildings and associated parking. A vicinity map is located on Sheet 1 of the Preliminary Plat. A detailed summary of the proposed amendments for Rio Homes Unit 4 is provided in the email from SWI dated 5/5/20 (attached).

Flagstaff Regional Plan (FRP 2030)

The current land use designation for the site is Existing Suburban seeking a range of 2 to 13 units per acre. The proposal of 46 units on 5.1 acres results in an overall density of 9 units per acre and conforms to the Existing Suburban land use designation.

FLAGSTAFF ZONING CODE, SUBDIVISION CODE, ENGINEERING STANDARDS FINDINGS

City Code Title 10, Flagstaff Zoning Code

Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. The subject property is zoned MR, Medium Density Residential and has a Resource Protection Overlay (RPO) zone. The MR zone requires a minimum density of 6 dwelling units per acre (DU/AC) and a maximum of 9 DU/AC if subject to the Resource Protection Overlay. The proposed density for the MR zone is 9 dwelling units per acre (46 units divided by 5.1 acres), which complies with the density standard. Maximum permitted lot coverage on the MR zone is 40 percent; the proposed coverage is approximately 12 percent. The approved Site Plan is attached as part of this packet. Sheet SP dated 3/17/20 describes the project data and compliance with MR standards.

The required setbacks for the MR zone are:

Front 10' min.; Side 5' min.; Rear 15' min. The proposed development complies with these setbacks.

Maximum permitted height in the MR zone is 35 feet. The height of the multi-family dwellings will range from 26'-8" to 34'-9".

Parking

Parking area access is from E. Jen Drive and E. Emma Drive, both off E. Pine Knoll Drive. The minimum required parking for 46 units is 89 spaces. A bike parking reduction of 5 percent (4 spaces) brings the requirement down to 85 spaces. A total of 87 vehicle parking spaces will be provided. Ten bike parking spaces will be provided, five (5) in each loop. Detailed parking calculations are provided on Sheet SP of the attached Site Plan. The lower loop adds additional parking spaces. The existing island in the upper loop will be redeveloped into paved surface parking with landscaping added per zoning code standards. New paver crosswalks will be installed to provide pedestrian access in the parking areas.

Landscaping

A landscaping plan was submitted and approved in conjunction with the site plan for the Rio Homes Unit 4 residential development. Existing and new vegetation will be utilized to meet the requirements for street buffer, building foundation, parking lot and peripheral (rear) buffer landscaping.

Natural Resources

The subject property is located within a Resource Protection Overlay (RPO) Zone. Based on the approved Rio Homes Natural Resource Protection Plan (NRPP) for Unit 4, dated March 24, 2004, and the proposed development, there are resources that require preservation. The original NRPP was provided by the applicant for staff to review and staff believes the proposed preliminary plat and site plan will comply.

Due to reconfiguration of buildings on the upper loop, a small amount of 17-24.99% slope resource will be disturbed. Currently there is excess slope resource. The proposed disturbance will bring the excess slope area down from 8,911 square feet to 6,267 square feet. No forest resources (pine trees) will be removed for this development. Forest resources on Unit 4 were originally calculated as meeting resource protection standards by banking resources from Unit 3, an undeveloped area of Rio Homes south of E. Pine Knoll Drive. This area will not be developed due to steep slopes per the original agreement for the Rio Homes subdivision. The Natural Resource Protection Plan for this preliminary plat, Sheet NRPP, is attached.

City Code Title 10, General Plans and Subdivisions Code

Preliminary plats require submittal and staff review of traffic, preliminary stormwater, and water and/or sewer analyses. A summary of these analyses is provided later in this report. The subdivider is also required to inform public utility, cable and communication companies, school district, Soil Conservation Service, County Health Department, ADOT (if site abuts a state highway); Flood Control District; and, County Community Development Department (if site is adjacent to an unincorporated area). The applicant sent the required letters and has provided copies of any responses by the review agencies.

The information required to be shown as part of the preliminary plat submittal is extensive and includes, for example, existing and proposed rights-of-way and easements within the subdivision; adjacent street dedications and lot lines; size of each lot; location and description of proposed and existing utilities; and lot and tract dimensions.

Approval of a preliminary plat is valid for a period of two years from the date of City Council approval. Preliminary plat approval may, upon written request to the Planning Director, be extended for an additional year if, in the opinion of the Director, there is no change in conditions within or adjoining the preliminary plat

which could warrant a revision of the original plat. A preliminary plat may not be recorded and does not constitute approval to clear, grade, remove trees, or perform other construction activity until a final plat is recorded and a grading permit is issued.

City Code Title 13, Engineering Design Standards and Specifications

The developer of the proposed modified subdivision completed a site plan review in March 2020 which includes zoning code and engineering standards compliance findings. Engineering-related standards including utility easements, both new and proposed abandoned, have been reviewed and approved by staff.

SYSTEMS ANALYSIS:

Access and Traffic

The subject property is located on the north side of East Pine Knoll, a minor collector, east of Lone Tree Road. Rio Homes Unit 4 has two development loops: East Emma Drive, the “Upper Loop”, and East Jen Drive, the “Lower Loop.” Access to the site is provided by two driveways on East Pine Knoll (Sheet PP01). For this project, the existing rights-of-way will be expanded to accommodate fire and trash vehicles, including space for a 45’ turning radius, backing up, and fire department access points for the required 150’ hose reach. Fire department access requires that streets have a minimum 26’ width. Onsite there are pedestrian walkways from all residential units which are connected to pathways and/or the internal driveway throughout the development. An existing foot path connects the two development areas through the large open space area in the middle of the project.

Water and Wastewater

The completion of Water & Sewer Impact Analysis was waived by the City of Flagstaff on 8/6/19. The COF Utilities Department is of the opinion that the proposed project will have no significant impact to either water or sewer infrastructure off-site as a result of this development. Water and sewer lines are shown on Sheets PP02 and PP03 of the preliminary plat. Sewer will be provided by existing 8” sewer services through E. Jen Drive and E. Emma Drive. Water service will be provided by existing 8” water mains also through E. Jen and E. Emma Drives. An existing public sewer segment and the associated PUE (public utility easement) south of the upper loop parking lot will be abandoned per City of Flagstaff Engineering standards. The Home Owners Association will own and maintain the proposed private sewer main within the upper loop. A letter from SWI dated 5/5/20 regarding Existing and Proposed Sewer Facilities is attached to this report.

Stormwater

As part of the site plan application a drainage letter by the developer’s engineer was reviewed and approved by Stormwater. The drainage letter discussed the analysis of the proposed changes from the prior design as well as requirements for Low Impact Development. Stormwater required the applicant to provide a statement of intent to comply with the LID requirements including retention and water quality components. As a condition of site plan approval, future submittal requirements will be to:

1. Provide expanded drainage letter or final drainage report on Civil submittal.
2. Provide LID O&M Manual with Civil submittal.

RECOMMENDATION:

In accordance with the findings, staff recommends the Planning and Zoning Commission forward the Preliminary Plat to the City Council with a recommendation for approval.

ATTACHMENTS:

- Application
- Preliminary Plat
- Site Plan
- Waiver of Water and Sewer Impact Analysis
- Email from SWI dated 5/5/20 regarding Amended Lot/Tract Configuration
- Letter from SWI dated 5/5/20 regarding Existing and Proposed Sewer Facilities

PRELIMINARY PLAT

FOR

RIO HOMES UNIT 4 MULTI-FAMILY

FLAGSTAFF, ARIZONA

LOCATED IN SOUTH 1/2 OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

LEGAL DESCRIPTION

RIO HOMES UNIT 4, ACCORDING TO THE CITY OF FLAGSTAFF FINAL PLAT FOR RIO HOMES, CASE 9, MAP 44 OFFICIAL RECORDS OF COCONINO COUNTY, LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC, BOUNDARY, EASEMENTS, AND EXISTING IMPROVEMENTS WERE PROVIDED BY THE CITY OF FLAGSTAFF AND ARE FROM A RECORD OF SURVEY, RECORDED IN BOOK 18, PAGES 3 AND 3A, PREPARED BY WFM, INC. ENGINEERS AND SURVEYORS AND SEALED BY JAMES A. FOLKERS ON 9-7-2001. A SUPPLEMENTAL TOPOGRAPHIC SURVEY WAS PERFORMED BY SHEPHARD-WESNITZER, INC., DATED 8-13-2019.

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (CONUS)
VERTICAL DATUM: NAVD 88, REFERENCED FROM NGS CORS STATION 'AZFL'
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (1992)

PROJECTION:

TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 31.000000000 N
LONGITUDE OF CENTRAL MERIDIAN: 111.916666667 W
NORTHING AT GRID ORIGIN: -48563.550 FT
EASTING AT CENTRAL MERIDIAN: -1475125.575 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.0003162016

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH; NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT "AZFL" USING GPS WITH NGS GEOID MODEL "GEOID03". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON A LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT #3003 = 2" ALUMINUM CAP IN CENTERLINE OF PINE KNOLL DRIVE
LATITUDE = N 35.181316209 NORTHING = 46905.651 FT
LONGITUDE = W 111.643120982 EASTING = 33208.715 FT
ELLIPSOID HEIGHT = 6864.461 FT ELEVATION = 6940.464 FT

POINT #3004 = 2" ALUMINUM CAP IN CENTERLINE OF PINE KNOLL DRIVE
LATITUDE = N 35.181528385 NORTHING = 46983.232 FT
LONGITUDE = W 111.642723891 EASTING = 33327.207 FT
ELLIPSOID HEIGHT = 6865.395 FT ELEVATION = 6941.398 FT

POINT #3005 = 2" ALUMINUM CAP IN CENTERLINE OF PINE KNOLL DRIVE
LATITUDE = N 35.182232027 NORTHING = 47241.044 FT
LONGITUDE = W 111.640773788 EASTING = 33909.449 FT
ELLIPSOID HEIGHT = 6891.863 FT ELEVATION = 6967.871 FT

RESOURCE PROTECTION

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. BASED ON THE APPROVED RIO HOMES NATURAL RESOURCE PROTECTION PLAN FOR UNIT 4, DATED MARCH 24, 2004, AND THE PROPOSED DEVELOPMENT, THERE ARE RESOURCES THAT REQUIRE PRESERVATION.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X (UNSHADED) OF FEMA FIRM MAP #04005C6817G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X (UNSHADED) IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

WATER AND SEWER IMPACT ANALYSIS

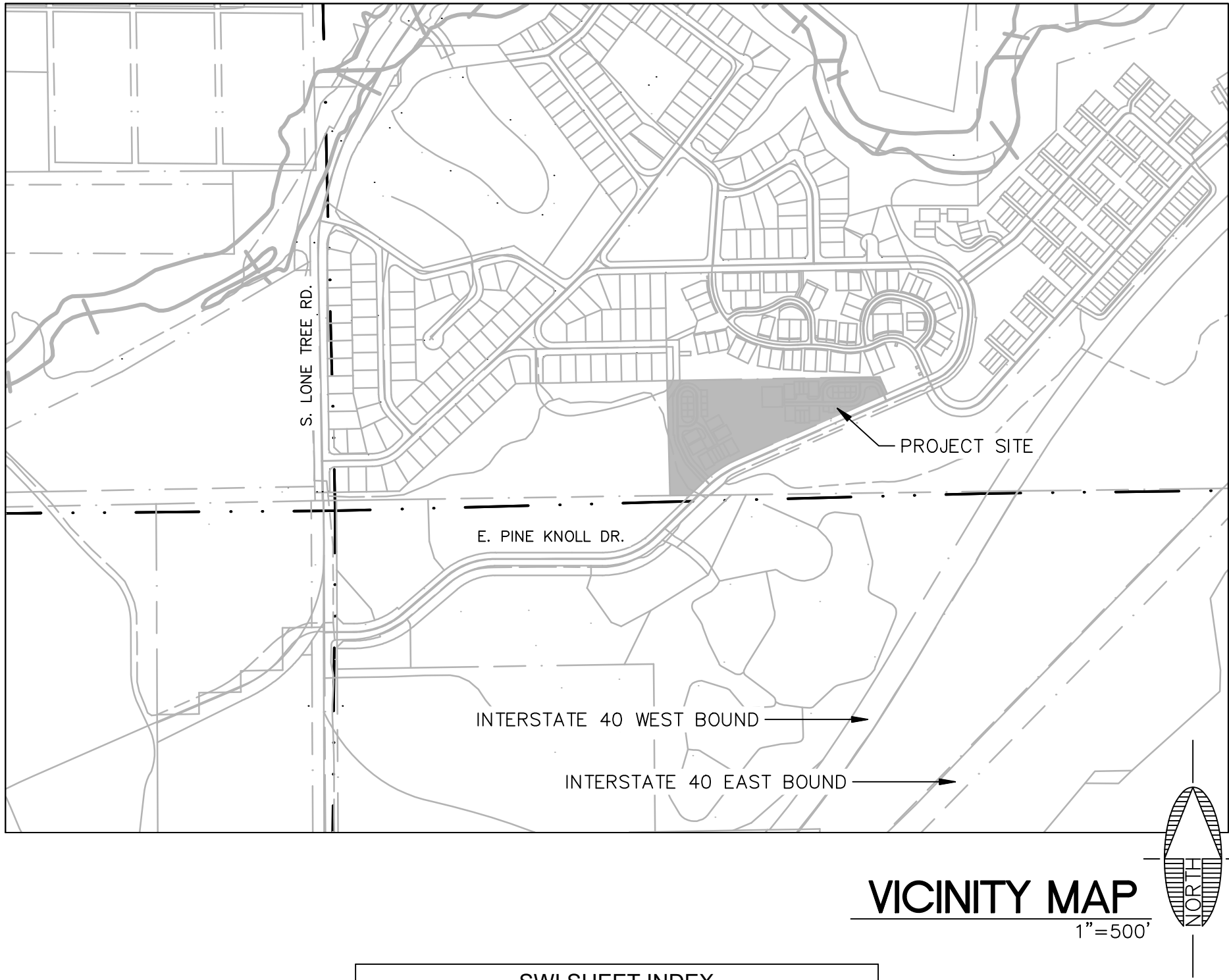
THE PRELIMINARY PLAT DOES NOT HAVE SIGNIFICANT IMPACT TO THE EXISTING OFF-SITE WATER OR SEWER INFRASTRUCTURE. THE W.S.I.A. WAS WAIVED BY THE BY THE CITY OF FLAGSTAFF UTILITIES DEPARTMENT, DATED AUGUST 6, 2019.

ADEQUATE WATER SUPPLY NOTE:

THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-900002.0002.

PRELIMINARY EARTHWORK SUMMARY

EXCAVATION: 1,260 CY
EMBANKMENT: 2,875 CY



SWI SHEET INDEX		
SHT NO.	DWG. NO.	DESCRIPTION
1	CVR	COVER SHEET
2	EX01	EXISTING BOUNDARIES & EASEMENTS
3	PP01	PRELIMINARY PLAT
4	PP02	CIVIL SITE PLAN - LOWER SECTION
5	PP03	CIVIL SITE PLAN - UPPER SECTION
6	NRPP	PRELIM. NATURAL RESOURCE PROTECTION PLAN

LEGEND

	PARCEL BOUNDARY		ROAD CENTERLINE
	EX. ROW		LOT LINE
	EX. EASEMENT		ROW
	EX. INTERMEDIATE CONTOUR		EASEMENT
	EX. INDEX CONTOUR		SUBDIVISION BOUNDARY
	EX. WATER LINE		SECTION LINE
	EX. SEWER LINE		EX. LOT LINE
	EX. PRESSURE SEWER LINE		EX. EASEMENT
	EX. STORM DRAIN		FOUND MONUMENTS
	EX. WATER VALVE		SECTION CORNER AS NOTED
	EX. FIRE HYDRANT		CALCULATED POINT
	EX. SIGNAGE		
	EX. DRAINAGE FLOW		
	EX. CATCH BASIN		
	PROPOSED SEWER SERVICE		
	PROPOSED WATER SERVICE		
	PROPOSED WATER METER		
	PROPOSED LID/DETENTION AREA		
	PROPOSED BUILDING		
	EXISTING BUILDING		

PROJECT OWNER/DEVELOPER:

RP4V, LLC & RP4O, LLC
THOMAS BREWSTER, MANAGER
2410 E. ROUTE 66
FLAGSTAFF, AZ 86004
(928) 774-6637

PROPERTY INFORMATION:

APNS: 104-17-154 THROUGH 104-17-187
ZONING: MR
5.1 ACRES
EMMA DRIVE & JEN DRIVE
FLAGSTAFF, AZ 86001

PLAT PREPARER

SHEPHARD WESNITZER INC.
GUILLERMO CORTES, PE
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

UPDESIGN STUDIO ARCHITECTURE
ANNE SOPER, RA
304 S. ELDEN RD, SUITE 3
FLAGSTAFF, AZ 86001
(520) 780-8746

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE: _____

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____

CITY WATER SERVICES DIRECTOR

BY: _____ DATE: _____

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773-6440

UNISOURCE ENERGY SERVICES

CONTACT: MARTIN CONBOY
2901 W SHAMRENE BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

CENTURYLINK

CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779-4935

ALTICE USA

CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

UTILITY CONFLICT NOTE

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

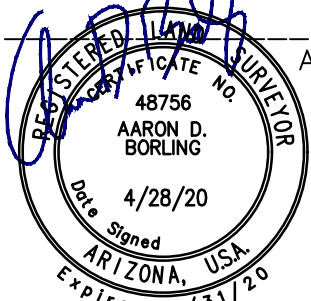
THERE ARE NO APPARENT CONFLICTS. REFER TO THE RESPONSE LETTERS FROM EACH REVIEW AGENCY.

DEDICATION

THE OWNER DOES HEREBY DEDICATE UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY UNS GAS, INC., ITS SUCCESSORS AND ASSIGNS ALL AREAS ON THIS PLAT MARKED PUE OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS, WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITHIN THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Aaron D. Borling, RLS 48756



C.O.F. #PZ-19-00019

FLAGSTAFF
ARIZONA

RIO HOMES UNIT 4

JOB NO:	19025
DATE:	APR 20
SCALE:	N/A
DRAWN:	EGT/KMF
DESIGN:	KMF
CHECKED:	AUG/BD

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com



Shephard Wesnitzer, Inc.

REVISIONS	BY	DATE	DESCRIPTION
NO.			

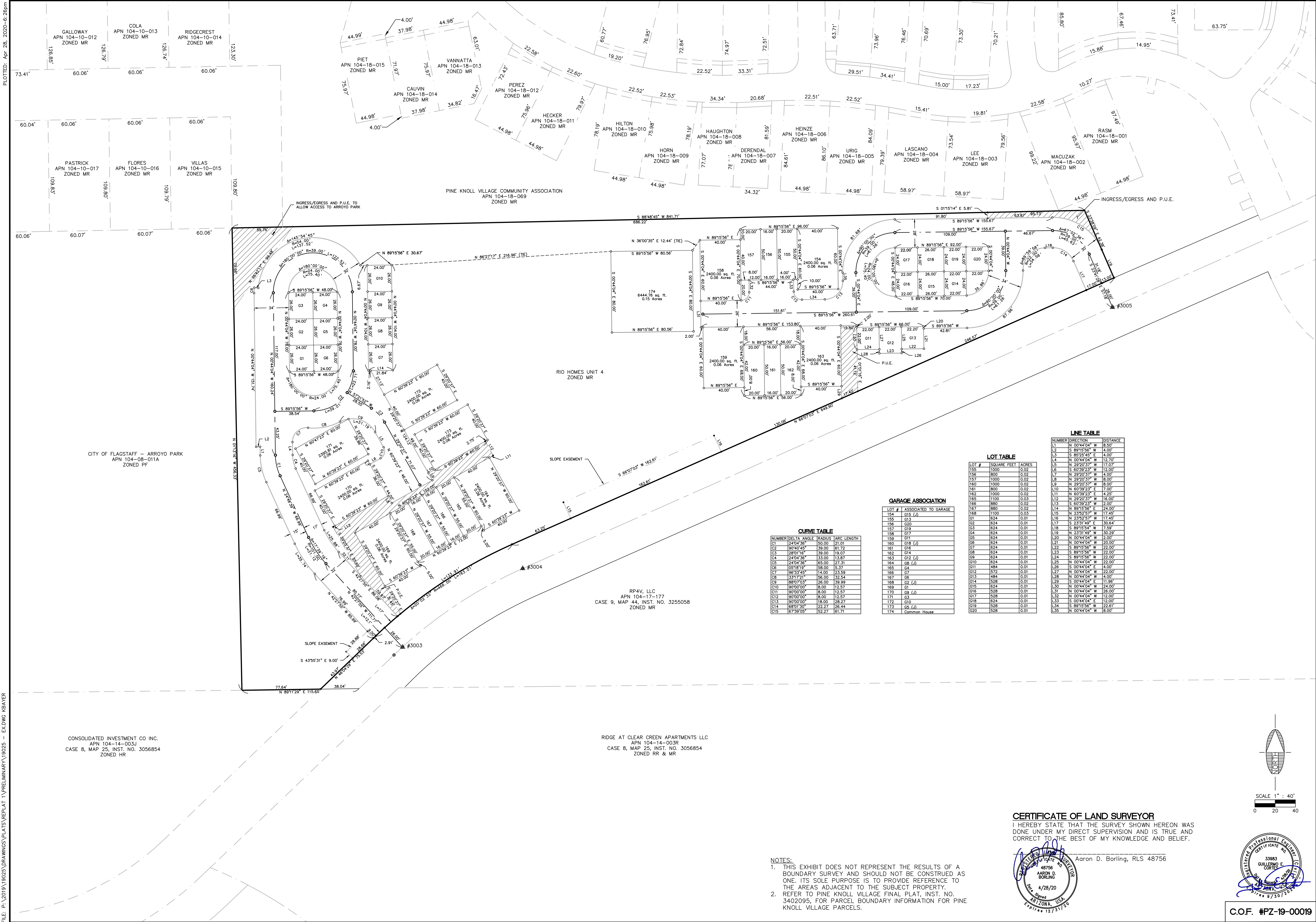
Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
One 8-1-1 or 1-800-514E-11 (728-5348)

DRAWING NO.

CVR

SHT NO.	OF
1	8

FILE: P:\2019\19025\DRAWINGS\PLATS\REFLAT 1\PRELIMINARY\19025 - EX.DWG KBAYER
PLOTTED: Apr 28, 2020-6:26pm



FLAGSTAFF
ARIZONA

RIO HOMES UNIT 4

JOB NO: 19025
DATE: APR 20
SCALE: AS SHOWN
DRAWN: EGT/KMF
DESIGN: KMF
CHECKED: AUB/BD

110 W. Dele Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swigaz.com

Shephard Wesnitzer, Inc.

REVISIONS

BY

DATE

DESCRIPTION

NO.

NO.

DESCRIPTION

DATE

BY

ARIZONA 811
Arizona Blue Stakes, Inc.
Call at least two full working days
before you begin excavation.
One 8-1-1 or 1-800-514WE-11 (732-5348)

ARIZONA 811
Arizona Blue Stakes, Inc.
Call at least two full working days
before you begin excavation.
One 8-1-1 or 1-800-514WE-11 (732-5348)

DRAWING NO.
EX01

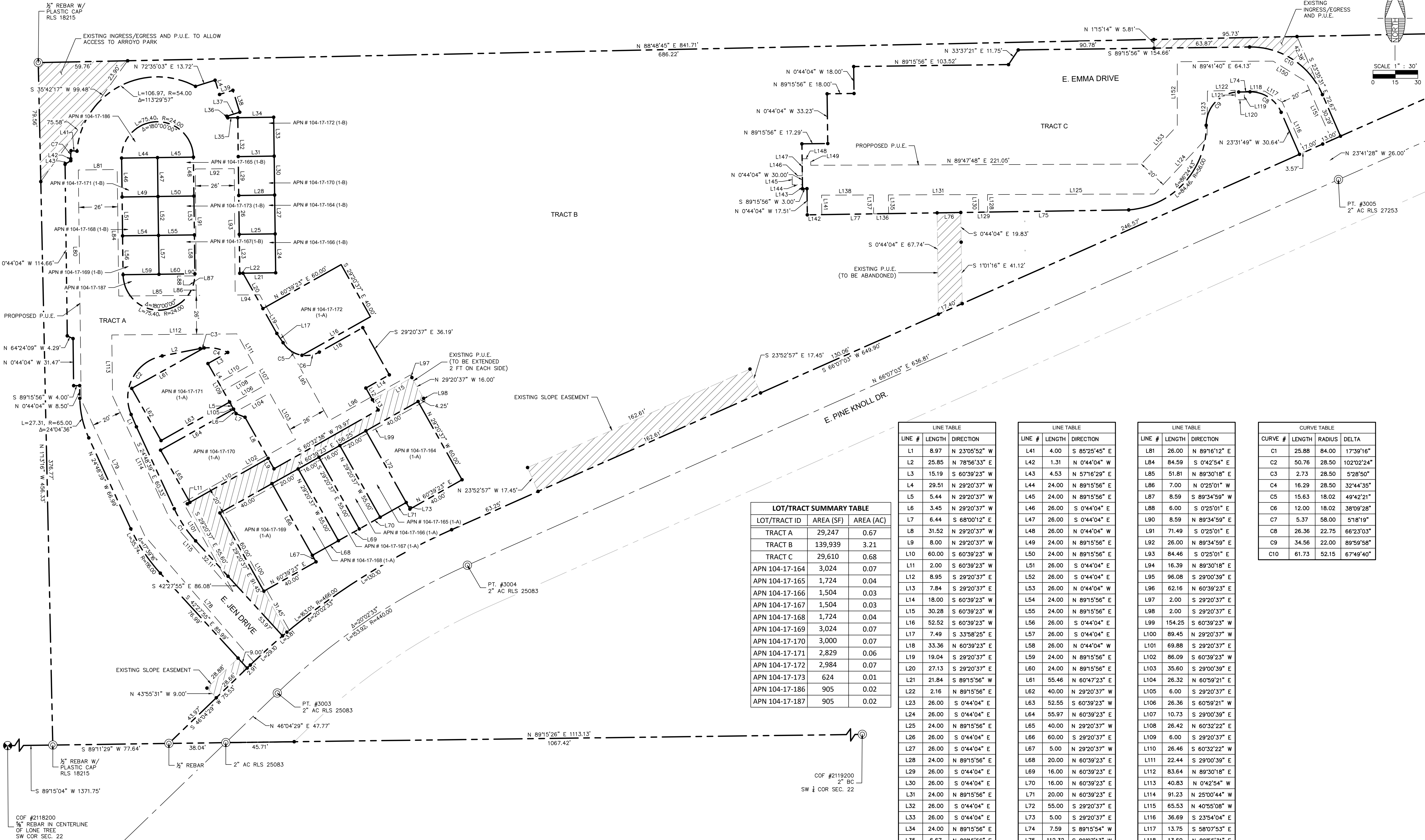
SHT NO. 2 OF 8

CERTIFICATE OF LAND SURVEYOR
I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS
DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756
4/28/20
ARIZONA, USA
Expires 12/31/20



- NOTES:
- THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO PROVIDE REFERENCE TO THE AREAS ADJACENT TO THE SUBJECT PROPERTY.
 - REFER TO PINE KNOLL VILLAGE FINAL PLAT, INST. NO. 3402095, FOR PARCEL BOUNDARY INFORMATION FOR PINE KNOLL VILLAGE PARCELS.



LOT/TRACT SUMMARY TABLE			
LOT/TRACT ID	AREA (SF)	AREA (AC)	
TRACT A	29,247	0.67	
TRACT B	139,939	3.21	
TRACT C	29,610	0.68	
APN 104-17-164	3,024	0.07	
APN 104-17-165	1,724	0.04	
APN 104-17-166	1,504	0.03	
APN 104-17-167	1,504	0.03	
APN 104-17-168	1,724	0.04	
APN 104-17-169	3,024	0.07	
APN 104-17-170	3,000	0.07	
APN 104-17-171	2,829	0.06	
APN 104-17-172	2,984	0.07	
APN 104-17-173	624	0.01	
APN 104-17-186	905	0.02	
APN 104-17-187	905	0.02	

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	8.97	N 23°05'52" W
L2	25.85	N 78°56'33" E
L3	15.19	S 60°39'23" W
L4	29.51	N 29°20'37" W
L5	5.44	N 29°20'37" W
L6	3.45	N 29°20'37" W
L7	6.44	S 68°00'12" E
L8	31.52	N 29°20'37" W
L9	8.00	N 29°20'37" W
L10	60.00	S 60°39'23" W
L11	2.00	S 60°39'23" W
L12	8.95	S 29°20'37" E
L13	7.84	S 29°20'37" E
L14	18.00	S 60°39'23" W
L15	30.28	S 60°39'23" W
L16	52.52	S 60°39'23" W
L17	7.49	S 33°58'25" E
L18	33.36	N 60°39'23" E
L19	19.04	S 29°20'37" E
L20	27.13	S 29°20'37" E
L21	21.84	S 89°15'56" W
L22	2.16	N 89°15'56" E
L23	26.00	S 0°44'04" E
L24	26.00	S 0°44'04" E
L25	24.00	N 89°15'56" E
L26	26.00	S 0°44'04" E
L27	26.00	S 0°44'04" E
L28	24.00	N 89°15'56" E
L29	26.00	S 0°44'04" E
L30	26.00	S 0°44'04" E
L31	24.00	N 89°15'56" E
L32	26.00	S 0°44'04" E
L33	26.00	S 0°44'04" E
L34	24.00	N 89°15'56" E
L35	6.67	N 89°15'56" E
L36	1.24	S 30°10'20" E
L37	9.03	S 72°35'03" W
L38	15.33	S 17°24'57" E
L39	9.33	N 72°35'03" E
L40	10.00	S 17°24'57" E

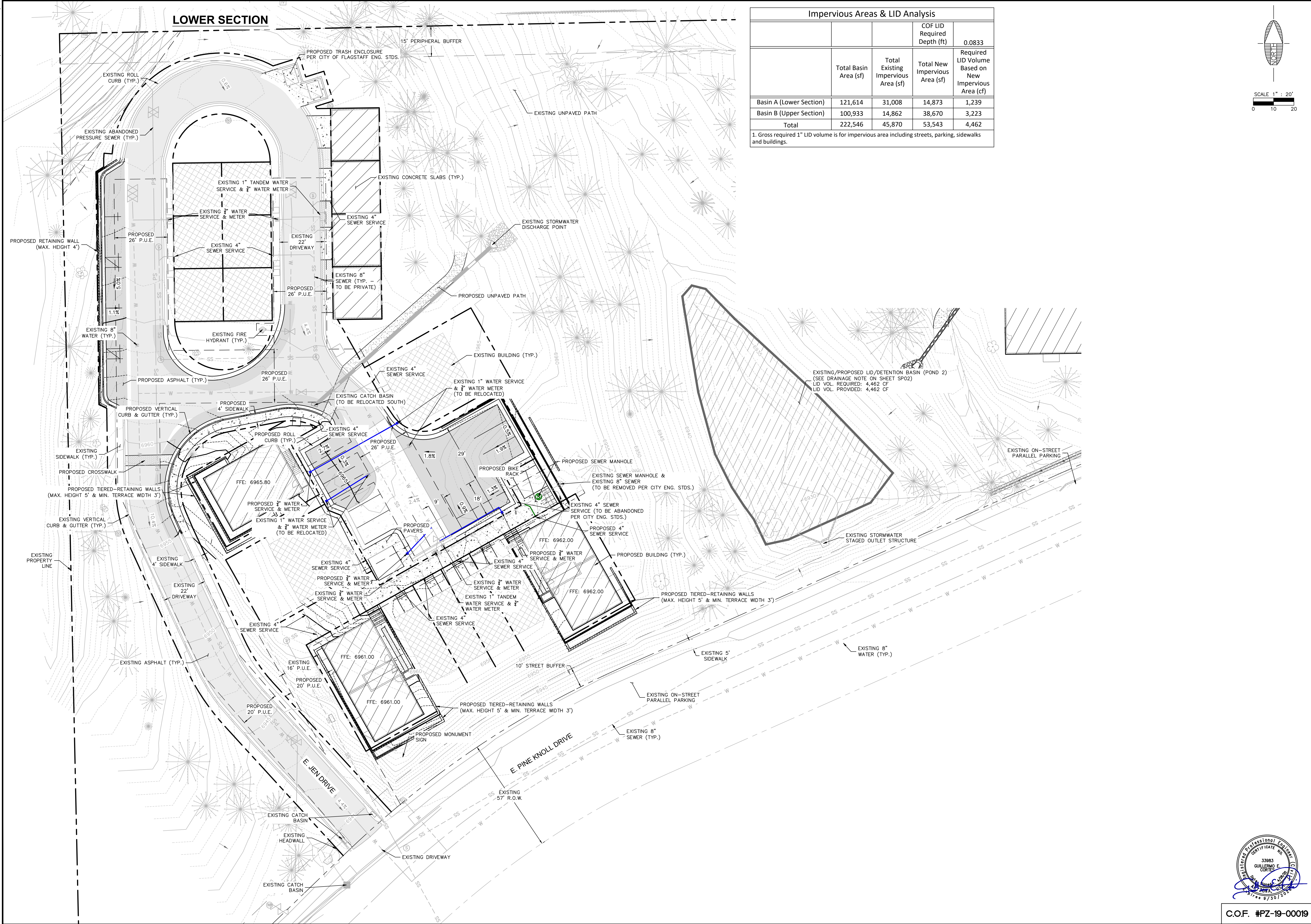
LINE TABLE		
LINE #	LENGTH	DIRECTION
L41	4.00	S 85°25'45" E
L42	1.31	N 0°44'04" W
L43	4.53	N 57°16'29" E
L44	24.00	N 89°15'56" E
L45	24.00	N 89°15'56" E
L46	26.00	S 0°44'04" E
L47	26.00	S 0°44'04" E
L48	26.00	N 0°44'04" W
L49	24.00	N 89°15'56" E
L50	24.00	N 89°15'56" E
L51	26.00	S 0°44'04" E
L52	26.00	S 0°44'04" E
L53	26.00	N 0°44'04" W
L54	24.00	N 89°15'56" E
L55	24.00	N 89°15'56" E
L56	26.00	S 0°44'04" E
L57	26.00	S 0°44'04" E
L58	26.00	N 0°44'04" W
L59	24.00	N 89°15'56" E
L60	24.00	N 89°15'56" E
L61	55.46	N 60°47'23" E
L62	40.00	N 29°20'37" W
L63	52.55	S 60°39'23" W
L64	55.97	N 60°39'23" E
L65	40.00	N 29°20'37" W
L66	60.00	S 29°20'37" E
L67	5.00	N 29°20'37" W
L68	20.00	N 60°39'23" E
L69	16.00	N 60°39'23" E
L70	16.00	N 60°39'23" E
L71	20.00	N 60°39'23" E
L72	55.00	S 29°20'37" E
L73	5.00	S 29°20'37" E
L74	7.59	S 89°15'54" W
L75	112.32	S 89°07'13" W
L76	15.80	S 89°07'13" W
L77	86.81	S 89°07'13" W
L78	111.10	N 40°55'08" W
L79	100.76	N 25°00'44" W
L80	153.49	N 0°42'54" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L81	26.00	N 89°16'12" E
L84	84.59	S 0°42'54" W
L85	51.81	N 89°30'18" E
L86	7.00	N 0°25'01" W
L87	8.59	S 89°34'59" W
L88	6.00	S 0°25'01" E
L90	8.59	N 89°34'59" E
L91	71.49	S 0°25'01" E
L92	26.00	N 89°34'59" E
L93	84.46	S 0°25'01" E
L94	16.39	N 89°30'18" E
L95	96.08	S 29°00'39" E
L96	62.16	N 60°39'23" E
L97	2.00	S 29°20'37" E
L98	2.00	S 29°20'37" E
L99	154.25	S 60°39'23" W
L100	89.45	N 29°20'37" W
L101	69.88	S 29°20'37" E
L102	86.09	S 60°39'23" W
L103	35.60	S 29°00'39" E
L104	26.32	N 60°59'21" E
L105	6.00	S 29°20'37" E
L106	26.36	S 60°59'21" W
L107	10.73	S 29°00'39" E
L108	26.42	N 60°32'22" E
L109	6.00	S 29°20'37" E
L110	26.46	S 60°32'22" W
L111	22.44	S 29°00'39" E
L112	83.64	N 89°30'18" E
L113	40.83	N 0°42'54" W
L114	91.23	N 25°00'44" W
L115	65.53	N 40°55'08" W
L116	36.69	S 23°54'04" E
L117	13.75	S 58°07'53" E
L118	13.69	N 89°55'31" E
L119	5.76	N 1°21'35" W
L120	6.00	N 90°00'00" E
L121	6.28	S 1°21'35" E
L122	18.58	N 88°38'25" E
L123	31.12	N 0°21'46" E

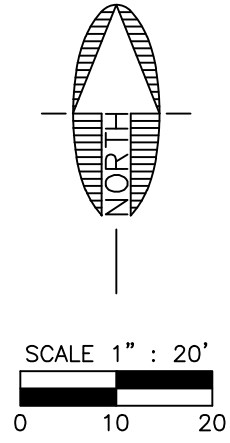
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	25.88	84.00	17°39'16"
C2	50.76	28.50	102°02'24"
C3	2.73	28.50	5°28'50"
C4	16.29	28.50	32°44'35"
C5	15.63	18.02	49°42'21"
C6	12.00	18.02	38°09'28"
C7	5.37	58.00	5°18'19"
C8	26.36	22.75	66°23'03"
C9	34.56	22.00	89°59'58"
C10	61.73	52.15	67°49'40"

FILE: P:\2019\19025\DRAWINGS\PLATS\RELAT 1\PRELIMINARY\19025 - SITE PLANDWG KBAYER

PLOTTED: Apr 28, 2020-6:27pm



Impervious Areas & LID Analysis				
			COF LID Required Depth (ft)	0.0833
	Total Basin Area (sf)	Total Existing Impervious Area (sf)	Total New Impervious Area (sf)	Required LID Volume Based on New Impervious Area (cf)
Basin A (Lower Section)	121,614	31,008	14,873	1,239
Basin B (Upper Section)	100,933	14,862	38,670	3,223
Total	222,546	45,870	53,543	4,462
1. Gross required 1" LID volume is for impervious area including streets, parking, sidewalks and buildings.				



FLAGSTAFF
ARIZONA

RIO HOMES UNIT 4

CIVIL SITE PLAN - LOWER SECTION

JOB NO: 19025

DATE: APR 20

SCALE: AS SHOWN

DRAWN: KMF

CHECKED: GEC/BD

110 W. Dele Avenue
Flagstaff, AZ 86001
928.774.8934
928.774.8934 fax
www.swgaz.com

Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.

Arizona 811
Arizona Blue Stakes, Inc.
One 8-1-1 or 1-800-541-1111 (722-5348)

33983
GUILLERMO E. CORTES
Professional Engineer
Arizona
9/30/2019

DRAWING NO.
PP02

SHT NO. 4 OF 8


C.O.F. #PZ-19-00019

FLAGSTAFF
ARIZONA

RIO HOMES UNIT 4

UOB NO:	19025
DATE:	APR 2005
SCALE:	AS SHOWN
DRAWN:	KMF
DESIGN:	KMF
CHECKED:	GEC/BI

1110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com



Shephard & Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

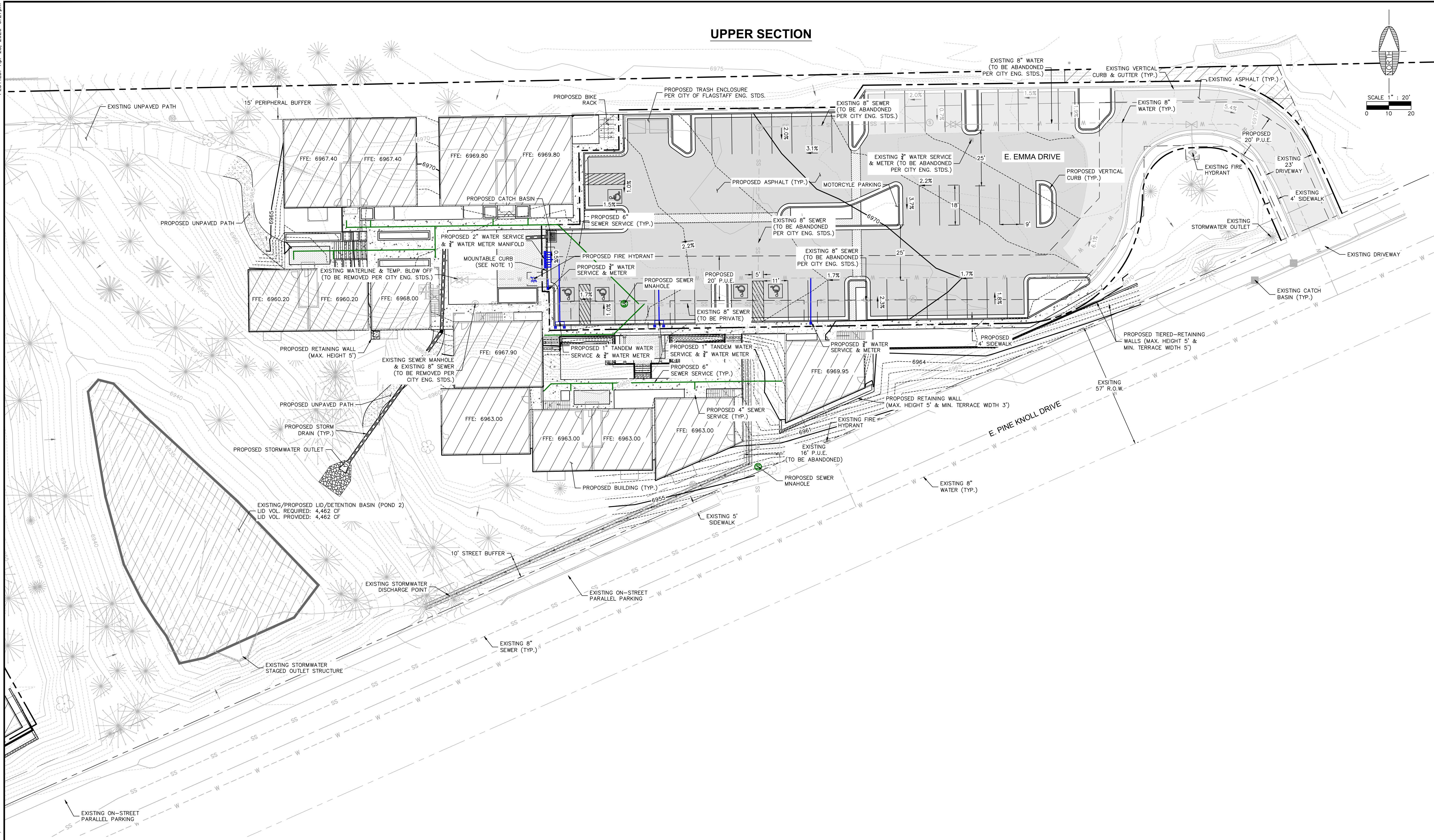
Call at least two full working days before you begin excavation.

ARIZONA 811
 Arizona Blue Stake, Inc.

1-800-STAKE-IT (782-5348)

DRAWING NO.
PP03

SHT NO.	OF
5	8



LID IS REQUIRED FOR THE PROPOSED DEVELOPMENT. THE CITY OF FLAGSTAFF STORMWATER SECTION HAS DETERMINED THAT FOR ALL SITES FOR WHICH LID IS REQUIRED, THE REQUIREMENT TO RETAIN, INFILTRATE, OR REUSE 1-INCH OF RAINFALL WILL BE FOR NEW/ADDITIONAL IMPERVIOUS AREA ONLY. THE EXISTING LID/RETENTION POND ("POND 2," ACCORDING TO THE APPROVED RIO HOMES CONSTRUCTION PLANS, DATED MARCH 24, 2004) WILL BE MODIFIED TO PROVIDE THE ADDITIONAL LID/RETENTION VOLUME REQUIRED BY THE PROPOSED DEVELOPMENT. ULTIMATELY, THE POST-DEVELOPMENT PEAK FLOW RATE FOR THE SITE WILL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPMENT FLOW RATE NOTED IN THE APPROVED ANNUAL FLOW RATE REPORT FOR RIO HOMES, DATED MARCH 24, 2004, FOR THE 2-, 10-, AND 100-YEAR STORM EVENTS.

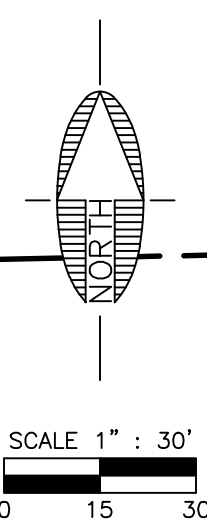
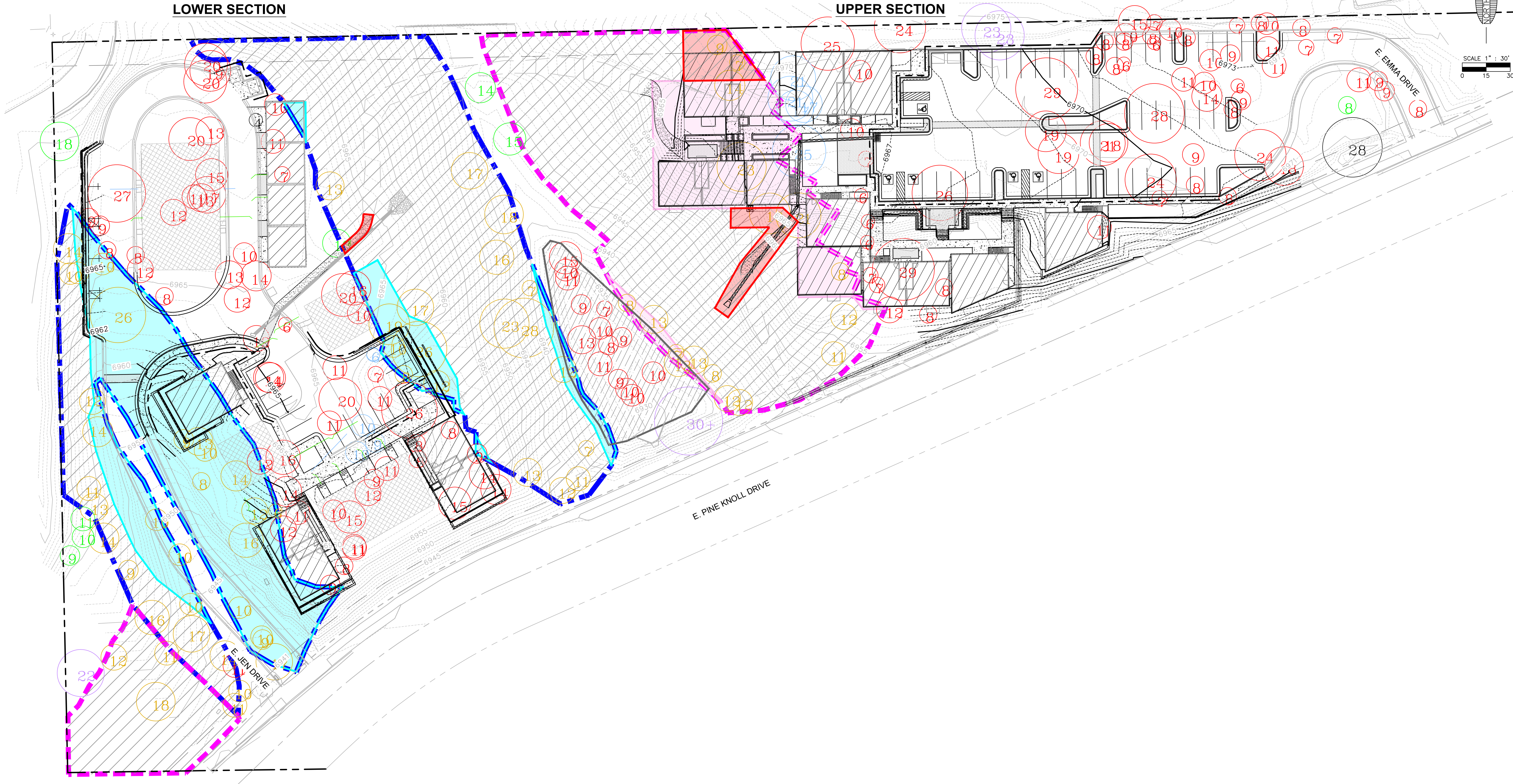
THE PROPOSED DEVELOPMENT WILL FOLLOW THE EXISTING DRAINAGE PATTERNS. REFER TO THE SITE PLAN DRAINAGE LETTER, DATED DECEMBER 10, 2019, FOR MORE INFORMATION.

NOTES:

1. MOUNTABLE CURB WILL BE PROVIDED FOR FIRE DEPARTMENT ACCESS TO PROVIDE HOSE LAY TO BACKSIDE OF BUILDINGS IN UPPER LOOP. PAVERS AND CONCRETE SECTIONS WILL BE DESIGNED TO HOLD THE 80,000 LBS REQUIRED FOR THE FIRE TRUCK.



C.O.F. #PZ-19-00019



19025
APR 20
AS SHOWN
KMF
GEC/BD

110 W. Dele Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS
NO. DESCRIPTION
DATE BY

Call at least two full working days before you begin excavation.

Arizona Blue Stakes, Inc.
One 8-1-1 or 1-800-5WAKE-11 (732-5348)

DRAWING NO.
NRPP

SHT NO. OF
6 8

C.O.F. #PZ-19-00019

LEGEND

- 17-24.9% SLOPE
- DISTURBED AREA AND SLOPE
- ADDED DISTURBED AREA AND SLOPE (BASED ON PROPOSED IMPROVEMENTS)
- 25% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE
- DISCRETIONARY TREE
- SAVE TREE
- REMOVE TREE
- FLEX TREE
- SLOPE TREE
- BURNT/BEEBLE TREE

UNIT 4 (SEE SHEET RS02 OF ORIGINAL NRPP FOR UNIT 2 AND 3 CALCULATIONS)

EXISTING TREE CANOPY=36,163 S.F.
REQUIRED TREE CANOPY PRESERVATION (40%)=14,465 S.F.
PRESERVED TREE CANOPY=3,912 S.F.
FLEXIBLE MEASURE TREE CANOPY=2,101 S.F.
USEABLE FLEXIBLE TREE CANOPY=723 S.F.
TOTAL PRESERVED TREE CANOPY (WITH FLEX TREES)=4,635 S.F.
TREE CANOPY DEFICIT=9,830 S.F.

EXISTING 17-24.9% SLOPE=41,172 S.F.
REQUIRED 17-24.9% SLOPE PRESERVATION (56%)=23,056 S.F.
PRESERVED 17-24.9% SLOPE=31,967 S.F. 29,323 S.F.
17-24.9% SLOPE EXCESS=8,911 S.F. 6,267 S.F.

EXISTING 25% & GREATER SLOPE=54,004 S.F.
REQUIRED 25% & GREATER SLOPE PRESERVATION (64%)=34,563 S.F.
PRESERVED 25% & GREATER SLOPE=33,580 S.F.
25% & GREATER SLOPE DEFICIT=983 S.F.

UNIT 4 RESOURCE BANKING SUMMARY
UNIT 3 RESOURCE EXCESS=+7,406 S.F.
UNIT 4 TREE DEFICIT=-9,830 S.F.
UNIT 4 17-24.9% SLOPE EXCESS=+8,911 S.F. +6,267 S.F.
UNIT 4 25% & GREATER SLOPE DEFICIT=-983 S.F.
2,860 S.F.
UNIT 4 EXCESS=-9,564 S.F. (TOTAL FOR THE PROJECT)

NOTES:
1. THIS PRELIMINARY NATURAL RESOURCE PROTECTION PLAN (NRPP) PROVIDED HEREON IS BASED ON THE ORIGINALLY APPROVED NRPP & ASSOCIATED CALCULATIONS FOR THE RIO HOMES SUBDIVISION. SEE SHEET RS01 AND RS02 FOR THE ORIGINAL NRPP. THIS PRELIMINARY NRPP IS A RE-REPRESENTATION OF THE ORIGINAL NRPP WITH THE PROPOSED DEVELOPMENT AND ASSOCIATED RESOURCE REVISIONS.



City of Flagstaff

Flagstaff City Council

June 16, 2020

Remote MS Teams Presentation

Preliminary Plat for Rio Homes Unit 4



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



Rio Homes Unit 4 Preliminary Plat

- A request by AZ North Realty for Preliminary Plat approval, project # PZ-19-00019-03
- Amendment (replat) of original Rio Homes Unit 4 final plat
- Creating 12 lots and 3 tracts
- 5.1 gross acres
- Medium Density (MR) Residential Zone and within a Resource Protection Overlay
- The amendment is to facilitate a Conventional Multi-Family Development



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Location – 1221 East Emma Drive



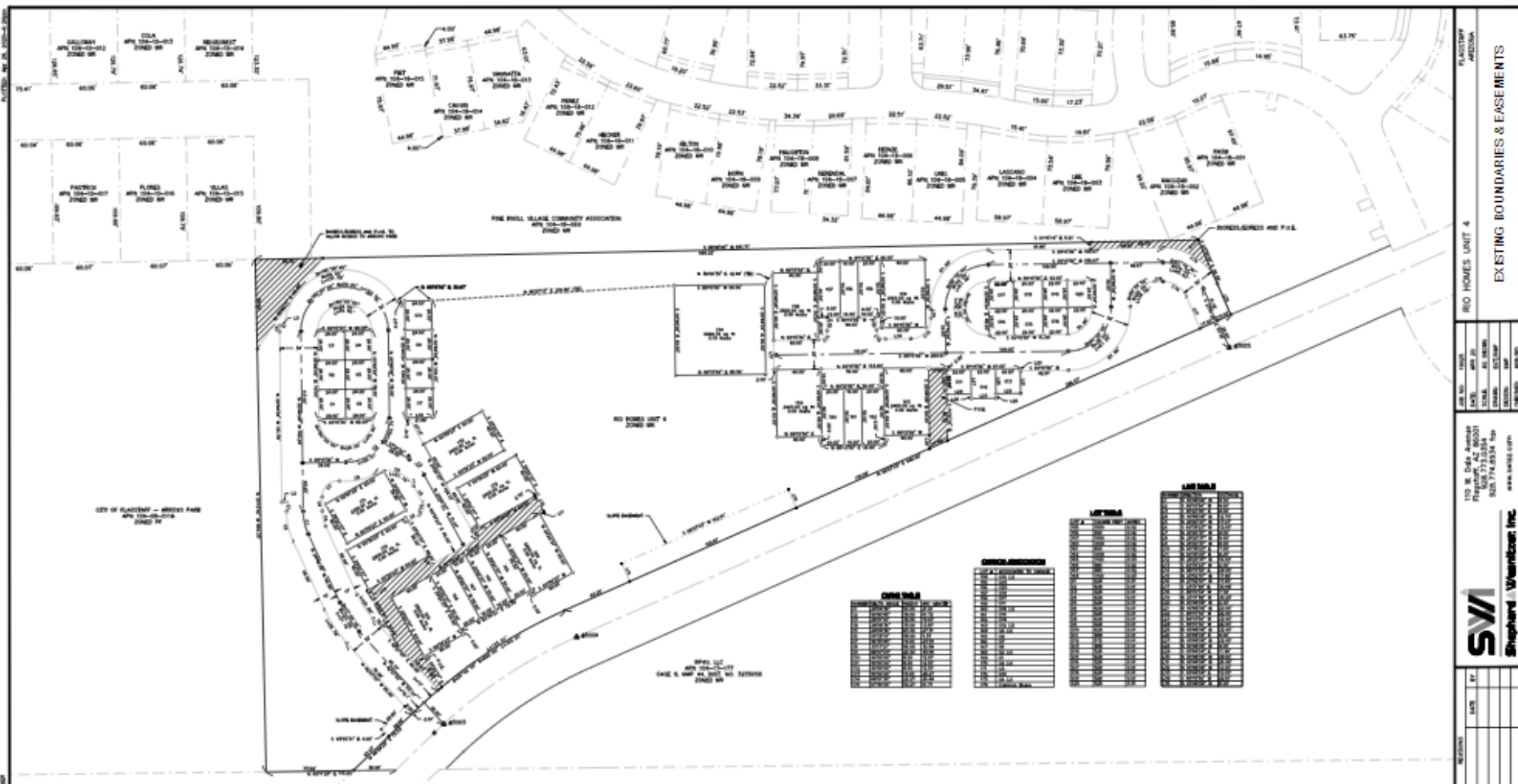
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

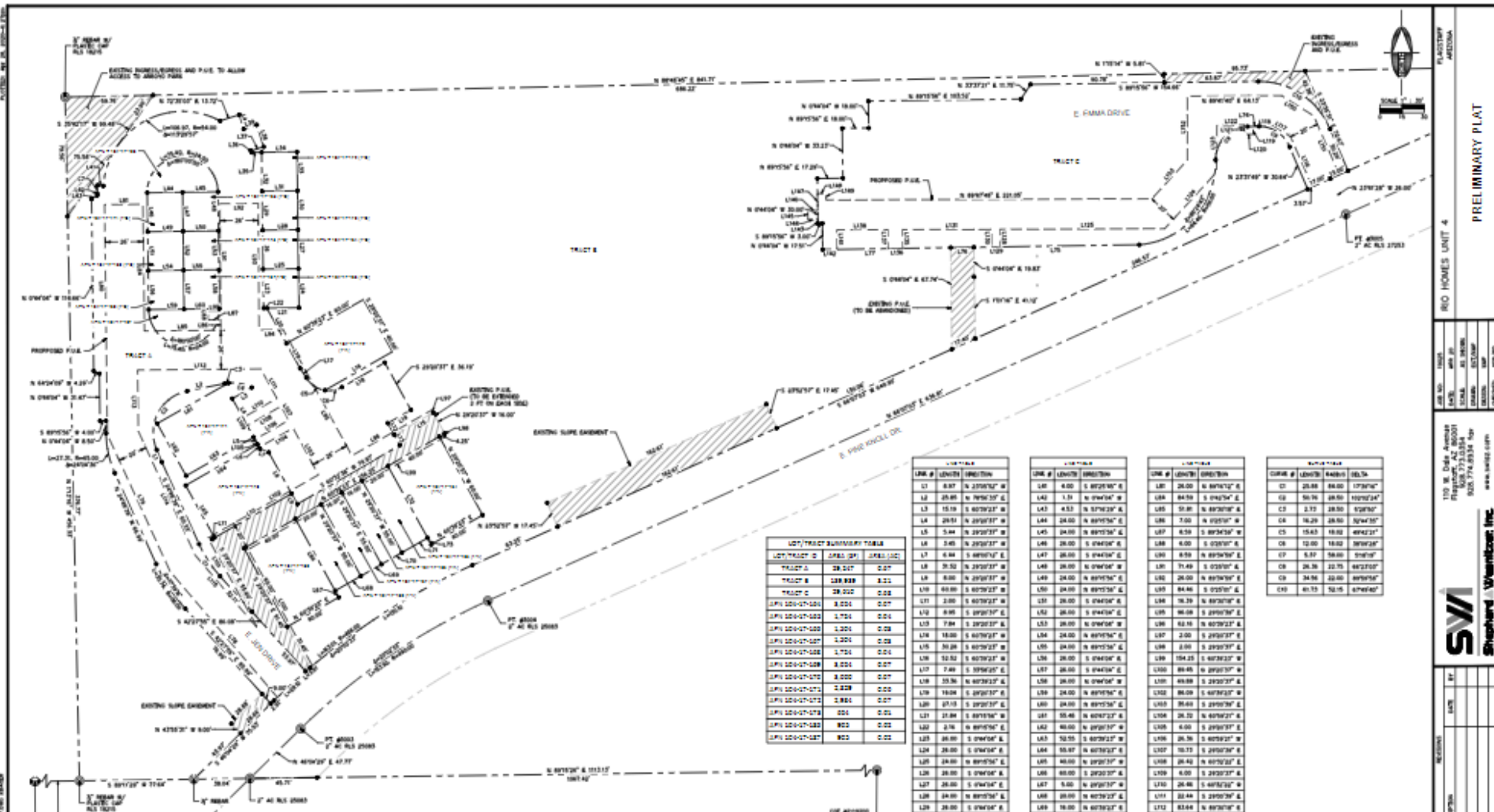


The seal of the City of Flagstaff, Arizona, is a circular emblem. It features a central landscape with a mountain range, a winding river, and a deer. An American flag is positioned on the right side of the seal. The text "CITY OF FLAGSTAFF" is written along the top arc, "ARIZONA" along the right arc, and "ESTABLISHED 1882" along the bottom arc.

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Proposed Preliminary Plat - 2020

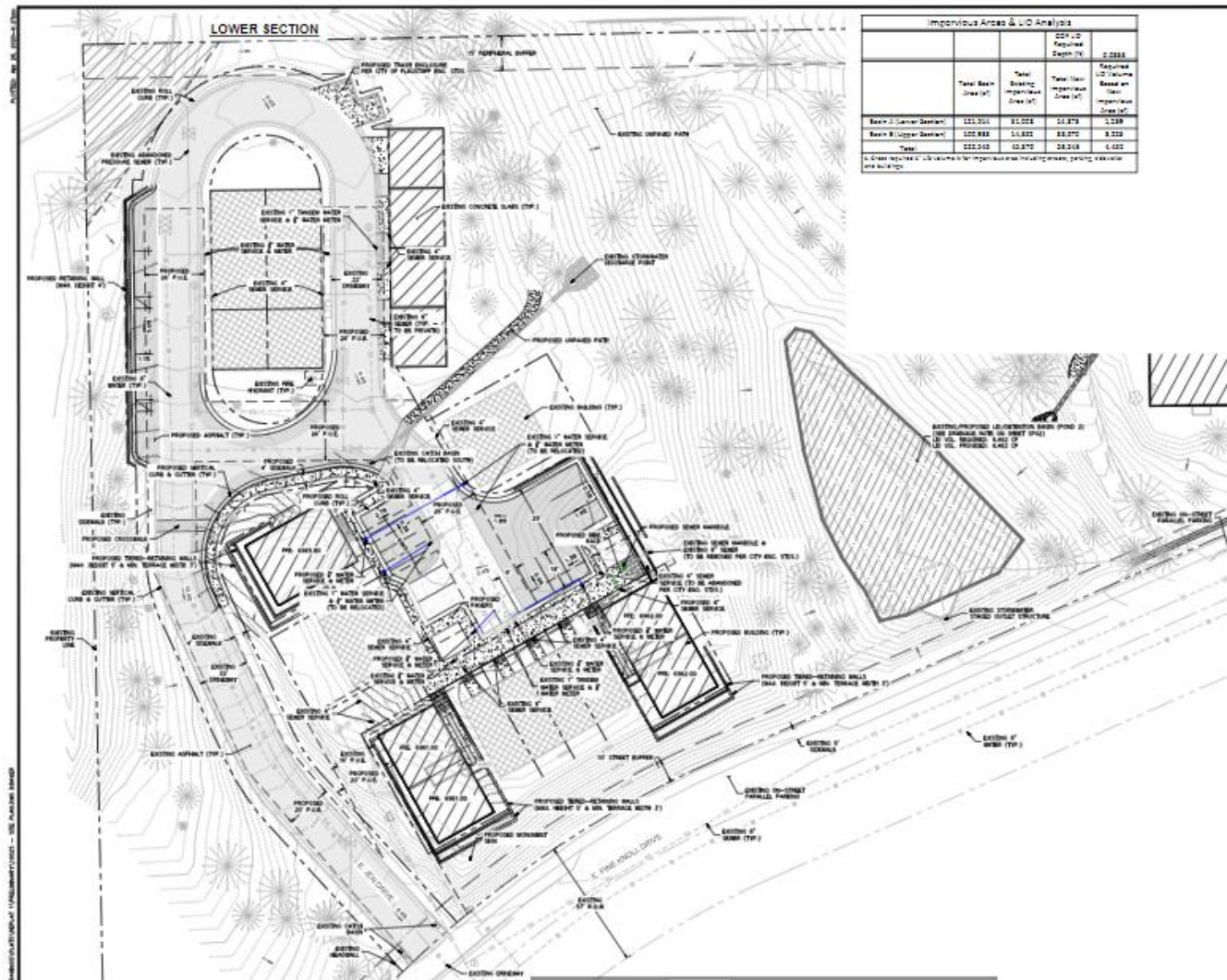


TEAM FLAGSTAFF

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Civil Site Plan – Lower Loop (west)



TEAM FLAGSTAFF

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Flagstaff Zoning Code

Medium Density (MR) Resid. Zone

Required Density: Min. 6 du/ac; Max. 9 du/ac

Proposed Density: 9 du/ac (46 units/5.1 ac)

Max. Permitted Lot Coverage: 40%

Proposed Lot Coverage: 12%

Setbacks (minimum):

Front: 10 feet; Side 5 feet; Rear 15 feet

Maximum Permitted Height: 35 feet

Proposed Heights range between 26'-8" to 34'-9"



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Flagstaff Zoning Code

Parking

Min. Required Parking for 46 units is 89 spaces

Bike parking reduction of 5% (4 vehicle spaces)

$89 - 4 = 85$ vehicle spaces required

Proposed: 87 vehicle spaces

Proposed: 10 bicycle spaces (5 in each loop)

Landscaping:

A landscaping plan was submitted and approved by IDS during the Site Plan review.

Existing and new vegetation will be used to meet requirements for street buffer, building foundation, parking lot & peripheral (rear) buffer landscaping.

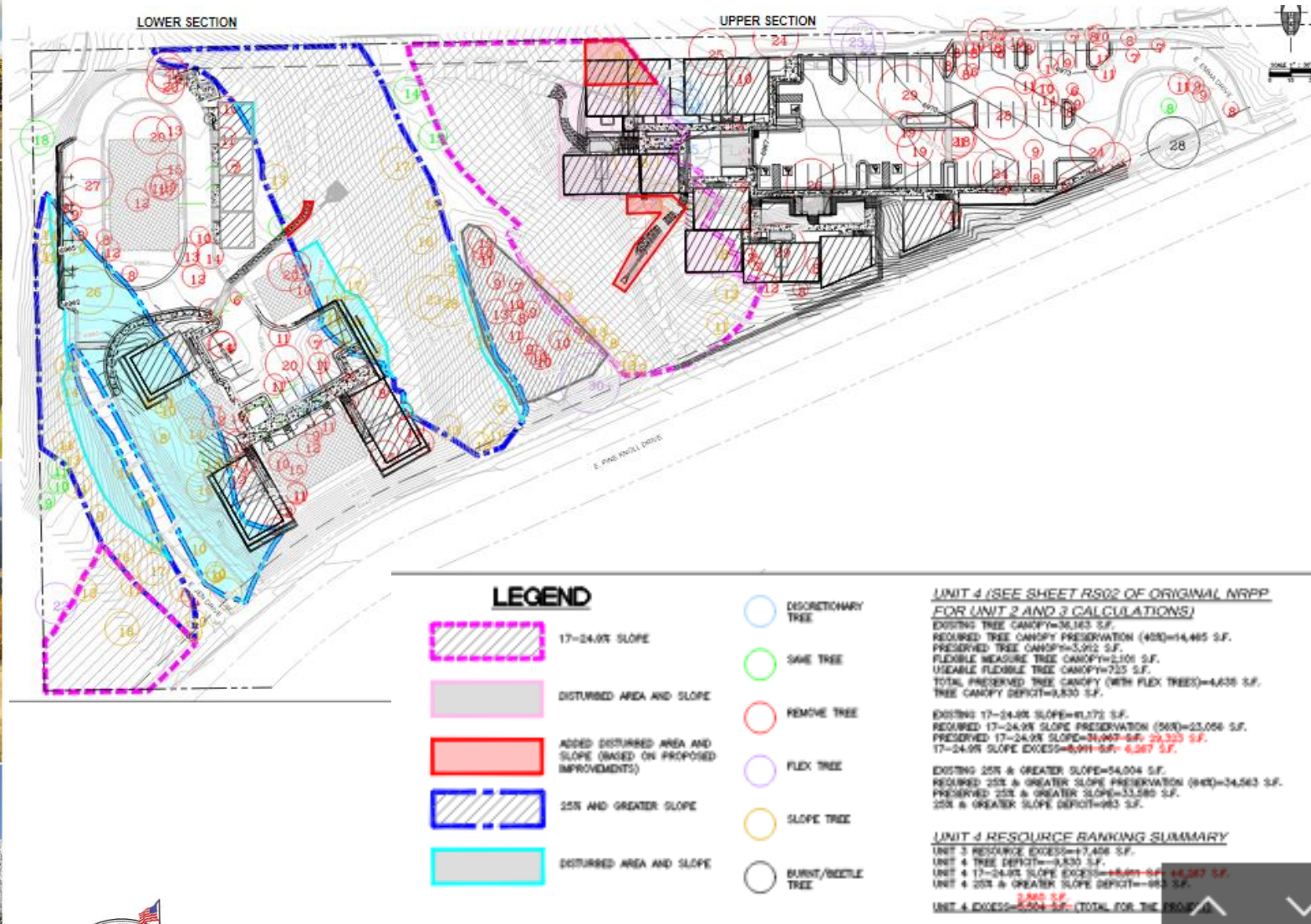


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Resource Protection Plan



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Site Plan Building Elevations (examples, for information only)



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Site Plan Building Elevations (examples, for information only)



BUILDING #1 WEST ELEVATION
SCALE 1/4" = 1'-0"



UPDESIGN studio
ARCHITECTS
500 PINE ST. SUITE 200
FLAGSTAFF, ARIZONA 86001
PHONE: 928.779.1111
WWW.UPDESIGNSTUDIO.COM

RIO UNIT 4
MULTI-FAMILY
HOMES HOUSING
E. EMMA DR. / E. JEN DR.
FLAGSTAFF, ARIZONA 86004



DATE PREPARED BY	DAVID J. SMITH
DATE PLANNING BY	DAVID J. SMITH
DATE DESIGN BY	DAVID J. SMITH
DATE CONSTRUCTION BY	DAVID J. SMITH
DATE	01/18

SHEET TITLE
**ELEVATIONS
BLDG 1**

PROJECT NO: 18_023



TEAM FLAGSTAFF

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Rio Homes Unit 4 - Systems Analysis

Access and Traffic: Access into the subdivision will be from existing E. Emma Drive and E. Jen Drive which are connected to E. Pine Knoll Drive, a minor collector. These existing internal streets will be expanded to 26-feet wide to meet Fire Department access requirements. A TIA was conducted for original Rio Homes subdivision; no update was required.

Water: Water service will be provided by existing 8-inch water mains. One new on-site fire hydrant is req'd on upper loop.

Wastewater: Existing 8-inch sewer services in both the upper and lower loops will be utilized. A segment of an existing public sewer and the associated public utility easement south of the upper loop parking lot will be abandoned. The HOA will own and maintain this private sewer main.

Stormwater: An on-site stormwater detention/LID (low-impact development) basin will be modified to provide additional volume for the added impervious area.



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RECOMMENDATION:

The Inter-Division Staff approved the Preliminary Plat on 3/27/20. Minor conditions of IDS approval have been corrected with the current Preliminary Plat or will be satisfied with the submittal of building permits for the proposed structures.

In accordance with the findings, the Planning & Zoning Commission recommends (by 6-0 vote on 5/27/20) the City Council approve the preliminary plat with no conditions.



TEAM FLAGSTAFF

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Questions?



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-37: A resolution of the City Council of the City of Flagstaff, Arizona, calling a Special Election to be held on November 3, 2020, in conjunction with the City's General Election, to submit to the registered voters of Flagstaff a question to approve the continuation of a 1% City transaction privilege (sales) tax, excluding the tax on food, through June 30, 2035

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-37 by title only
- 2) City Clerk reads Resolution No. 2020-37 by title only (if approved above)
- 3) Adopt Resolution No. 2020-37

Executive Summary:

The City currently has a combined Transaction Privilege (Sales) Tax rate of 2.281%, excluding a tax on food. The sales tax is imposed on the gross proceeds received from engaging in taxable business activities in the City, as set forth in the Model City Tax Code (Chapter 3-05 of the City Code) and state law. The combined sales tax rate includes a 1% sales tax rate that was first adopted in 1964. This tax has been renewed by the voters six times, and is currently set to expire in November 2024.

The City is dependent on revenue from the 1% sales tax as it represents 33% of all General Fund revenues. The sales tax revenues are used to fund the day-to-day operations of the City. Public Safety is the single largest user with the Fiscal Year 2019-20 budgeted expenditures accounting for 55.2% (\$26.9 million) of the total General Fund expenditures. Flagstaff is the only City in the state whose privilege tax contains an expiration date. The City is not required to adopt sales tax rates with an expiration period, but has traditionally done so.

Staff is recommending a slightly longer expiration period to bring the expiration date in line with the City's fiscal year. Instead of an expiration date of November 2034, staff is recommending an expiration date of June 30, 2035. This will move the expiration to a non-election year which is similar to other city sales taxes.

Although the tax does not expire until 2024, staff is recommending that it be placed on the November 2020 ballot so that there will be an additional opportunity to bring it forward again should it not be passed by the voters in 2020. The City would have the opportunity to take this tax back to the voters in November 2022 if needed.

Revenues received from the balance of the combined sales tax rate (1.281% rate) must be used for

specific purposes approved by the voters (such as roads, public transportation, and certain capital projects).

Financial Impact:

The sales tax represents 33% or \$22.8 million of all General Fund revenues budgeted for FY2019-2020. It is imperative to continue the sales tax as there is no alternate revenue sources available to make up this resource.

Policy Impact:

None.

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

The City sales tax provides funding for numerous City operations and programs that further the goals of the City.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

Adopt resolution calling a special election for November 2020.

Not adopt resolution calling a special election for November 2020.

Attachments: [Res. 2020-37](#)

RESOLUTION NO. 2020-37

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, IN CONJUNCTION WITH THE CITY'S GENERAL ELECTION, TO SUBMIT TO THE REGISTERED VOTERS OF FLAGSTAFF A QUESTION TO APPROVE THE CONTINUATION OF A 1% CITY TRANSACTION PRIVILEGE (SALES) TAX, EXCLUDING THE TAX ON FOOD, THROUGH JUNE 30, 2035

RECITALS:

WHEREAS, the Flagstaff City Charter Article VI, Section 2(b) provides that the Council shall have the power to levy a transaction privilege (sales) tax subject to approval by a majority of the registered voters voting in the regularly scheduled general election; and

WHEREAS, over the years Flagstaff voters have approved several tax rates imposed on the gross revenues received from the privilege of engaging in certain taxable business activities in the City, all as set forth in the Model City Tax Code (Chapter 3-05 of the City Code) and state laws; and

WHEREAS, the 1% sales tax rate generates revenues for local government operations (unrestricted); and

WHEREAS, the 1% sales tax rate will expire on November 4, 2024, unless a majority of the Flagstaff registered voters voting in a regularly scheduled general election approve a continuation of the sales tax rate; and

WHEREAS, the City Council desires to call a Special Election on November 3, 2020 in conjunction with the City's General Election to provide the Flagstaff voters with the opportunity to approve continuation of the 1% sales tax, excluding food items, for a period commencing November 5, 2024 and continuing through June 30, 2035; and

ENACTMENTS:

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

SECTION 1: That the City Council hereby calls a Special Election of the City to be held on November 3, 2020, for the purpose of submitting to the qualified electors of the City the question substantially in the form set forth in Exhibit "A" attached hereto (the "Official Ballot").

SECTION 2: That

- (A) notice of the Special Election of November 3, 2020, shall be given by mailing an Informational Pamphlet to each household that contains a registered voter within the City not less than thirty-five (35) days before the date of the Election.
- (B) the Clerk of the City is hereby authorized and directed to cause the Informational Pamphlet to be prepared and so mailed according to law and the provisions of this resolution under the circumstances described herein.

SECTION 3: That the Informational Pamphlet shall contain the information required by Section 35-454, Arizona Revised Statutes, as amended, and a sample of the Official Ballot shall be in a form the Clerk of the City deems acceptable.

SECTION 4: That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

SECTION 5: That the Clerk of the City is hereby authorized to request arguments for and against the appropriate subject matter of the Election for inclusion in the Informational Pamphlet by providing the notice in substantially the form attached hereto as marked Exhibit "B" (hereinafter referred to as the "Notice for Arguments") by posting the Notice of Arguments at all places at which notices of meetings of the City Council are posted and publishing the Notice of Arguments in the *Arizona Daily Sun*. The deadline to submit arguments shall be 4:00 p.m. MST on August 5, 2020.

SECTION 6: That the polling places and the time the polls will be opened and closed shall be as provided in the Informational Pamphlet. The City Council hereby:

- (A) establishes the election precincts for the General Election as those with the same boundaries as the election precincts as provided in Section 16-411, Arizona Revised Statutes, as amended, except as otherwise provided hereby;
- (B) designates each polling place in each precinct as so designated for such precinct;
- (C) approves the consolidation of any precincts as determined to be necessary by the Clerk of the City and by such indication deems such consolidation as necessary for purposes of the Election; and
- (D) with respect to any polling place for a precinct designated within an adjacent precinct, finds that no suitable polling place is available within such precinct.

SECTION 7: That

- (A) the Clerk of the City is hereby authorized and directed to coordinate with the County to have printed and, if appropriate, delivered to the election officers at said polling places, to be by them furnished to the qualified electors of the City offering to vote at the Election, the appropriate version of the Official Ballot.
- (B) in order to comply with the Voting Rights Act of 1965, as amended, the following items pertaining to the Election shall be translated into Spanish as required, to-wit: Informational Pamphlet, Official Ballot, Notice for Arguments, early voting materials and instructions at the polling places.

SECTION 8: That

- (A) the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

- (B) early voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.
- (C) the Clerk of the City is authorized and directed, if necessary, to enter into a contract with the County Recorder of the County, to obtain precinct registers for the Election and, if necessary, to enter into an agreement with the Elections Department of the County to conduct the Election for the City.
- (D) all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.
- (E) the Clerk of the City is hereby further authorized to take all other necessary action to facilitate the Election.

SECTION 9: That

- (A) the Election shall be canvassed and the results thereof certified by the City Council within twenty (20) days of the Election, as provided by law.
- (B) the City Council shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of June, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A – Official Ballot

B – Notice for Arguments

EXHIBIT A
OFFICIAL BALLOT

PROPOSITION NO. XXX

OFFICIAL TITLE: A MEASURE REFERRED TO THE PEOPLE BY THE FLAGSTAFF CITY COUNCIL SEEKING AUTHORIZATION TO CONTINUE A CITY TRANSACTION PRIVILEGE TAX (SALES TAX), EXCLUDING THE TAX ON FOOD, AT THE PRESENT RATE OF ONE PERCENT (1%) THROUGH JUNE 30, 2035.

DESCRIPTIVE TITLE: Consideration of an extension of a Transaction Privilege (Sales) Tax at the existing rate of 1% (\$0.01) commencing November 5, 2024 through June 30, 2035, in order to fund local government operations.

Proposition XXX

A “yes” vote shall have the effect of continuing a Transaction Privilege Tax (Sales Tax), excluding the tax on food, through June 30, 2035 at the existing 1% rate. Yes

A “no” vote shall have the effect of not approving the continuation a Transaction Privilege Tax (Sales Tax), excluding the tax on food, at the existing 1% rate and allowing this existing Transaction Privilege Tax (Sales Tax) to expire on November 4, 2024. No

EXHIBIT "B"

FORM OF NOTICE FOR ARGUMENTS

REQUEST FOR ARGUMENTS FOR AND AGAINST ISSUES TO
BE PLACED ON THE BALLOT OF THE CITY'S GENERAL
ELECTION TO BE HELD ON NOVEMBER 3, 2020

Pursuant to resolutions adopted by the Council of the City of Flagstaff, Arizona (the "City"), on July 7, 2020, (the "Resolutions"), the following question to be considered by the qualified electors of the City were ordered to be placed on the ballot at the City's General Election to be held on November 3, 2020 (the "Election").

Notice of the Election will be given by mailing an informational pamphlet to include arguments for and against the questions to be considered at the Election. (The full text of the questions to be considered at the Election are included in the respective resolutions which are available at the Office of the Clerk, 211 West Aspen Avenue, Flagstaff, Arizona 86001, and will be available on the City's website under City Clerk/Elections). Any person interested in providing any such argument(s) is hereby requested to provide the same to the City Clerk, before 4:00 p.m., Arizona time on Wednesday, August 5, 2020.

In accordance with Arizona Revised Statutes, each argument filed shall not exceed 300 words and shall contain the sworn statement of each person sponsoring it; if the argument is sponsored by an organization, it shall contain the sworn statement of two executive officers of the organization or if sponsored by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. Each argument filed shall also be submitted in electronic format to the City Clerk's Office at stacy.saltzburg@flagstaffaz.gov. The person or persons signing the argument shall identify themselves by giving their residence or post office address and a telephone number, which information shall not appear in the pamphlet.

PROPOSITION NO. XXX Transaction Privilege Tax (Sales Tax) Renewal. (Resolution No. 2020-16)

If you have any questions about the foregoing, please contact Stacy Saltzburg, City Clerk, at 928-213-2076.

/s/ Stacy Saltzburg

Stacy Saltzburg, Flagstaff City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Sterling Solomon, City Attorney
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-18: An ordinance amending Flagstaff City Code Title 9, Traffic, Chapter 9-05, Bicycles.

STAFF RECOMMENDED ACTION:

At the June 16, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-18 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-18 by title only (if approved above)

At the July 7, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-18 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-18 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-18

Executive Summary:

On June 4, 2019 and June 18, 2019, the City Council (Council) discussed extensively many facets of electric bikes and use of the same in the City of Flagstaff. On June 18, 2019, Council adopted Ordinance 2019-19 revising portions of the Flagstaff City Code (Code) including use of electric bikes. Specific to this agenda item, when Ordinance 2019-19 was adopted, Council identified certain sidewalks and multiuse paths within the City of Flagstaff where electric bikes are now prohibited. The language in Ordinance 2019-19 is general as related to the prohibition on the use of electric bikes on certain sidewalks and multiuse paths where signage exists reflecting the prohibitions. The reason for the general language was as follows: when the Council adopted Ordinance 2019-19, Council also gave direction to present the prohibitions to specific Commissions to allow for additional feedback on additional prohibitions that they might recommend. Those Commissions were the Pedestrian Advisory Commission, the Bicycle Advisory Commission and the Transportation Commission. Each of those Commissions voted to recommend allowing electric bikes on the Arizona Trail. The Pedestrian Advisory Commission and the Bicycle Advisory Commission also voted to recommend allowing electric bikes on the Nate Avery Trail. Council was informed of the feedback/recommendations from these Commissions in a presentation from staff on October 1, 2019. After the staff presentation, Council discussed and gave no additional direction to staff, effectively maintaining the prohibition of electric bikes on certain sidewalks and multiuse paths which Council had previously approved in the motions that led to the adoption of Ordinance 2019-19. As a formality for code publication purposes, a minor amendment for accuracy is now appropriate to properly reflect the specific names of the sidewalks and multiuse paths where electric bicycles are prohibited as named by the City Council in the motions that led to the of Ordinance 2019-19. The names are: the Arizona Trail, the Nate Avery and Buffalo Park Trails.

Financial Impact:

None.

Policy Impact:

This amendment will properly reflect the policy of Council as no Commissions desired to revise the prohibitions any further as solicited by Council.

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

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

Has There Been Previous Council Decision on This:

Council discussed and provided direction on the content of the ordinance at work sessions on April 30, 2019, and May 28, 2019; also at the first reading of Ordinance 2019-19 on June 4, 2019, and at the final reading and adoption of Ordinance 2019-19 on June 18, 2019.

On October 1, 2019 Council received a presentation from staff on the feedback from certain Commissions as mentioned in the executive summary above. Council gave no direction to deviate from the trails named as prohibited in the motions leading to the adoption of Ordinance 2019-19.

Now, as a formality for code publication purposes, proposed Ordinance 2020-18 is to ensure that the previously named, prohibited trails are codified in accordance with the language in the motions which led to the adoption of Ordinance 2019-19. P

Proposed Ordinance 2020-18 does not include revisiting settled issues.

Attachments: Ord. 2020-18
 Highlighted June 18, 2019 Council Meeting Minutes on Resolution 2019-28
 Highlighted June 18, 2019 Minutes on Ordinance 2019-19

ORDINANCE NO. 2020-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING FLAGSTAFF CITY CODE TITLE 9, *TRAFFIC*, CHAPTER 9-05, *BICYCLES*, OF THE FLAGSTAFF CITY CODE; ESTABLISHING SEVERABILITY; AND ESTABLISHING AND EFFECTIVE DATE

RECITALS:

WHEREAS, on June 18, 2019, the City Council adopted Ordinance 2019-19 amending Flagstaff City Code, Title 9 Traffic, specifically Chapter 9-05, Bicycles, including a prohibition of electric bicycles on certain sidewalks and multiuse paths within the City of Flagstaff; and

WHEREAS, Ordinance 2019-19 contains language generally stating the prohibition on the use of electric bicycles on certain sidewalks and multiuse paths where signage exists reflecting the prohibition; and

WHEREAS, when the City Council adopted Ordinance 2019-19 the City Council gave direction to present the prohibitions to specific Commissions to allow additional suggested revisions on the prohibition of electric bicycles on certain sidewalks and multiuse paths and bring any suggested revisions back to City Council to consider amending Ordinance 2019-19.

WHEREAS, those specific Commissions made suggestions for changes but Council directed no further changes to the prohibition of electric bicycles on certain sidewalks and multiuse path restrictions; and

WHEREAS, a minor amendment only for accuracy in Ordinance 2019-19 is now appropriate to properly reflect the specific sidewalks and multiuse paths named by the City Council

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 9, *Traffic*, Section 9-05, *Bicycles*; Section 9-05-001-0008 is hereby amended as follows with additional language to be inserted in said Section shown in capitalized, red letters:

9-05-001-0008 OPERATION ON SIDEWALKS AND MULTIUSE PATHS

- A. Where signs are erected giving notice thereof **ON THE ARIZONA TRAIL, NATE AVERY TRAIL AND BUFFALO PARK TRAILS**, no person shall ride ~~a bicycle~~, **AN** electric or motorized bicycle, electric personal assistive mobility device, electric standup scooter, skateboard or lightweight wheeled vehicle upon a sidewalk **OR MULTIPLE USE PATH**. Signs prohibiting such activity shall be installed at **THE ARIZONA TRAIL, NATE AVERY TRAIL AND BUFFALO PARK TRAILS** locations as directed by the Office of the Traffic Engineer.

- B. Where signs are erected giving notice thereof **ON THE ARIZONA TRAIL, NATE AVERY TRAIL AND BUFFALO PARK TRAILS**, no person shall ride an electric bike, in its motorized capacity, or an electric scooter on a multiuse path.

SECTION 2. Repeal of Conflicting Ordinances.

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

SECTION 3. Severability

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

SECTION 4. Clerical Corrections.

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

SECTION 5. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of July, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

E. [Consideration and Adoption of Resolution No. 2019-28 and Ordinance No. 2019-19: A resolution and ordinance amending the Flagstaff City Code, Title 8, Streets and Public Ways and Title 9, Traffic, Chapter 9-05, Bicycles.](#)

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2019-28.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to amend the motion to prohibit Class 1 and Class 2 e-bikes on the Arizona Trail within Flagstaff city limits.

Vote: 4 - 3

NAY: Councilmember Austin Aslan
Councilmember Charlie Odegaard
Vice Mayor Adam Shimoni

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Coral Evans to amend the motion to prohibit Class 1 and Class 2 e-bike on the Nate Avery and Buffalo Park trails.

Vote: 5 - 2

NAY: Councilmember Charlie Odegaard
Vice Mayor Adam Shimoni

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to amend the motion to allow the Pedestrian Advisory Committee, Bicycle Advisory Committee, and Transportation Commission to review the Flagstaff FUTS trails to make a recommendations on any other trails where e-bikes should be prohibited.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to amend the motion to include that signage should be added to the trail giving proper etiquette established by staff or committees and a speed limit of 15 mph for all bikes be posted on trails.

Vote: 2 - 5

AYE: Councilmember Jim McCarthy
Councilmember Regina Salas

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to amend the motion to protect the Observatory Mesa by prohibiting all e-bikes on Mars Hill and Tunnel Springs Trails.

Vote: 2 - 5

AYE: Councilmember Jim McCarthy
Councilmember Regina Salas

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to amend the motion to include the review of signage regarding biking etiquette by the Bicycle Advisory Committee, Pedestrian Advisory Committee, and Transportation Commission.

Vote: 7 - 0 - Unanimously

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2019-19 by title only for the final time as amended.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING TITLE 8. STREETS AND PUBLIC WAYS AND TITLE 9. TRAFFIC. CHAPTER

Vice Mayor Adam Shimoni

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Coral Evans to amend the motion to prohibit Class 1 and Class 2 e-bike on the Nate Avery and Buffalo Park trails.

Vote: 5 - 2

NAY: Councilmember Charlie Odegaard
Vice Mayor Adam Shimoni

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to amend the motion to allow the Pedestrian Advisory Committee, Bicycle Advisory Committee, and Transportation Commission to review the Flagstaff FUTS trails to make a recommendations on any other trails where e-bikes should be prohibited.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to amend the motion to include that signage should be added to the trail giving proper etiquette established by staff or committees and a speed limit of 15 mph for all bikes be posted on trails.

Vote: 2 - 5

AYE: Councilmember Jim McCarthy
Councilmember Regina Salas

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to amend the motion to protect the Observatory Mesa by prohibiting all e-bikes on Mars Hill and Tunnel Springs Trails.

Vote: 2 - 5

AYE: Councilmember Jim McCarthy
Councilmember Regina Salas

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to amend the motion to include the review of signage regarding biking etiquette by the Bicycle Advisory Committee, Pedestrian Advisory Committee, and Transportation Commission.

Vote: 7 - 0 - Unanimously

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2019-19 by title only for the final time as amended.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING TITLE 8, STREETS AND PUBLIC WAYS AND TITLE 9, TRAFFIC, CHAPTER 9-05, BICYCLES, OF THE FLAGSTAFF CITY CODE

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to adopt Ordinance No. 2019-19 as amended.

Vote: 7 - 0 - Unanimously

15. COUNCIL LIAISON REPORTS

16. FUTURE AGENDA ITEM REQUESTS

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

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Trevor Henry, Project Manager
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE

Rio de Flag Flood Control Project - Update

STAFF RECOMMENDED ACTION:

Facilitate Council discussion with an update on the project.

EXECUTIVE SUMMARY:

- The US Army Corps of Engineers continues to move forward with project design of the Flood Control Project. US Army Corps of Engineers received \$52M for their FY 20 Budget.
- The project plans are in the review process through the US Army Corps of Engineers. Completion of project design is anticipated for late summer 2020.
- Although both the City's and the US Army Corps' effort is to complete the pre-construction work for the entire project as early as possible, the US Army Corps at this point is proceeding on a phased approach to the project. The Lower and Clay Avenue Wash reaches will be Phase I. The Upper reach, to include the section of the project that crosses the BNSF tracks, will constitute Phase II.
- The US Army Corps is planning to procure a contract for Phase I in the last quarter of the calendar year 2020 and a contract for Phase II in early 2021.
- The City of Flagstaff is continuing the work on the property acquisition and environmental clearances for both Phases.
- The City of Flagstaff continues the discussion with BNSF Railway for agreements and options to cross their rights-of-way with the Rio de Flag Flood Control Project for Phase II.
- The City of Flagstaff is coordinating with the local franchise utilities on the relocation of their respective facilities for the Project construction.
- The US Army Corps of Engineers and the City of Flagstaff are working together on the project schedule in regard to the current plan review to meet the milestones of the US Army Corps of Engineers.
- The City of Flagstaff's current schedule for activities for the project has to come from the US Army Corps of Engineers, and we are working to establish this critical information.
- The City of Flagstaff and BNSF Railway Co. continue to discuss the Construction and Maintenance Agreement for Phase I of the project.
- The US Army Corps of Engineers and the City are in discussions about the cash contributions per the Project Cooperation Agreement.

INFORMATION:

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

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

Regional Plan – Policy WR 5

Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

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 Rio de Flag project has been before various City Councils for updates within the last 15 years.

Council has acted on executing the original Project Cooperation Agreement between the City and the U.S. Army Corps of Engineers, approving concurrent fiscal year budgets and consulting design service contracts.

City Council considered the Stormwater Fee increase as presented by staff on November 20, 2018. City Council award of a professional services contract with Beta Public Relations, LLC on March 19, 2019, for a Public Outreach Campaign.

City Council received a project update on the current status on October 15, 2019.

City Council considered and approved Change Order No. 13 to the design contract for Shephard-Wesnitzer, Inc. for added work necessary to take the project design to completion.

Staff will provide a presentation to Council for the update on the current status of the project. The update will include history, project information, and schedule.

Attachments:

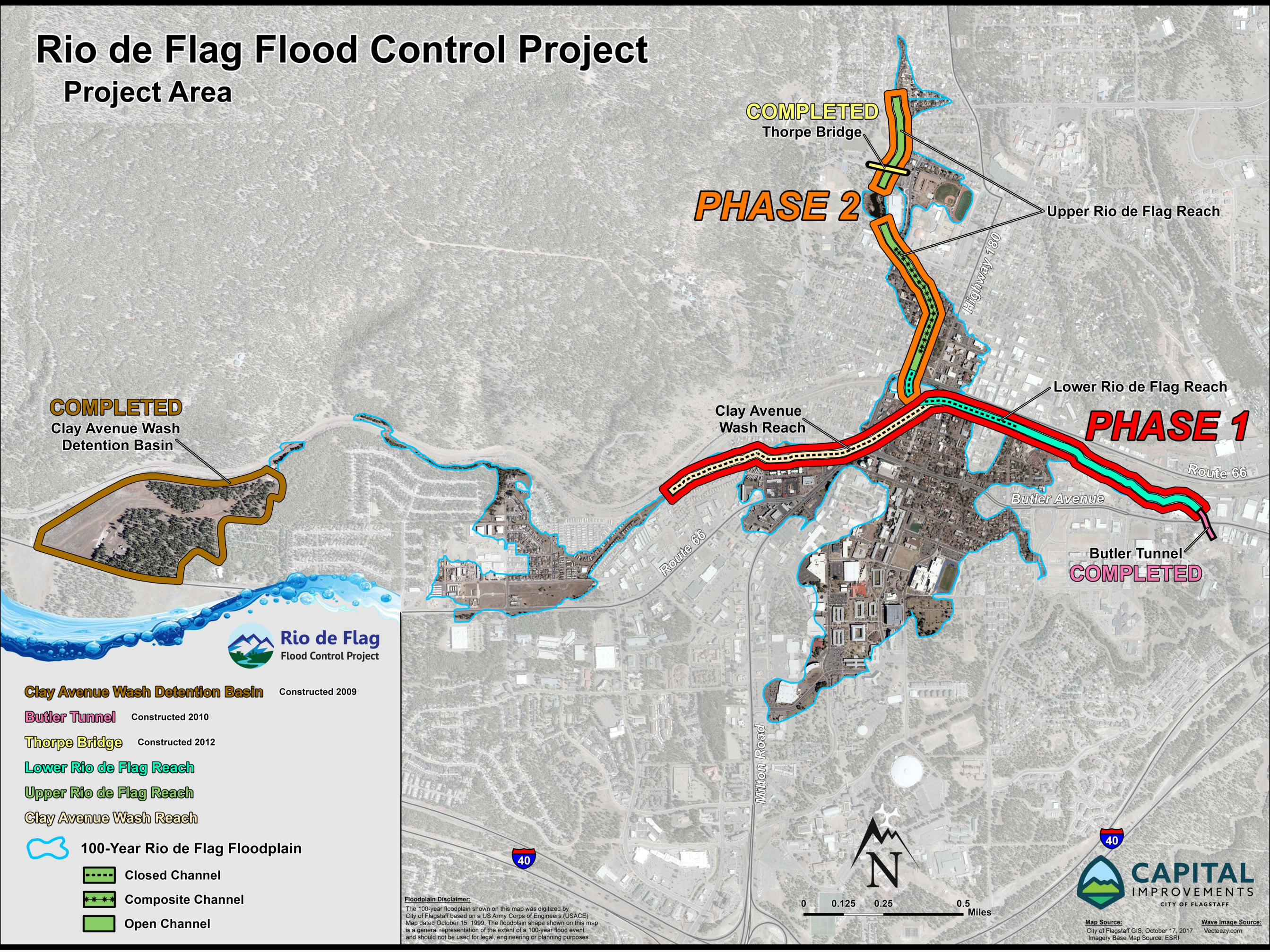
Vicinity Map

Project Update Presentation

Attachments: RDF Project Site Map
 Presentation

Rio de Flag Flood Control Project

Project Area



City of Flagstaff

Rio de Flag Flood Control
Project Update June 16, 2020





Project Update



- **USACE**
- **Project Design**
- **Environmental**
- **Real Estate**
- **BNSF**



USACE



- **Project Construction – Phase I**

- US Army Corps posted a Contract Opportunity
 - Inquiry of Interest, May 2020
 - Intent for solicitation, July 2020

- **Project Schedule**

- Advertise – August 2020
- Contract Award – October 2020

- **Project Cost**

- US Army Corps notified City for Contribution, \$14M
 - City funds are appropriated
 - Terms for funds transfer



Project Design



- **USACE and their Design Consultant**

- Agency Technical - Safety Assurance comments to US Army Corps May 29, 2020.
- Next submittal - Buildability, Constructability, Operability, Environmental (Fourth) **July**

- **City Utility and Franchise Utility Designs**

- Public Utility design – draft 100%
- Coordinating Franchises' work plans for relocations

- **USACE schedule for Completion of Design, July 2020**



Environmental



- **Environmental Site Assessment (ESA)**

- Response Action Plan – Draft
 - City Consultant requirement
 - Handling of potential petroleum-contaminated soils
- City and Army Corps discussion
 - ADEQ coordination
 - 401 Water Quality Certification

- **Environmental Certification**

- Coordination and identifying areas of concern



Real Estate



- **Legal Descriptions – Phase I**

- All documents completed, finalized and submitted to Appraisers

- **Appraisals – Phase I**

- Appraisals have been ordered.
 - City leased properties to US Army Corps for review, April 2020
 - Multi Family and Commercial properties in progress, July 2020
 - Commercial properties – US Army Corps received, awaiting a response
- BNSF Appraisals
 - US Army Corps reviewed, City is working to respond with revisions
 - Transportation Corridor Methodology
- US Army Corps Certification requirement



BNSF Railway Co.



- **Project Coordination with BSNF**

- Phase I design submitted, May 2020
 - Coordinate project improvements
- Construction and Maintenance Agreement – Phase I, August 2020
 - Roles and Responsibilities
 - Project cost
- Technical Group Meeting – Phase II
 - Evaluation of criteria for a crossing of the ROW with RDF structure
 - Continued development of a Construction and Maintenance Agreement – Phase II
- Construction and Maintenance Agreements – Council Consideration

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Aslan to place on a future agenda a discussion regarding the addition of lobbying for Land and Water Conservation Fund to City Council's legislative agenda.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Aslan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Salas to place on a future agenda a discussion regarding a possible Council action to adjust the timeline of the Flagstaff minimum wage with the intent of furthering the purpose of the voter initiative.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Salas has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 06/16/2020
Meeting Date: 06/17/2020



TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

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

INFORMATION:

Attachments: City Manager Report

City Manager's Report

June 11, 2020

Council and Colleagues, Greetings.

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In no particular order...

Misc. Department Updates

Sustainability Section

The City Hall EV charging stations installation is wrapping up this week with the final painting. Staff is working on signage and communications.

Regarding some policy updates, the Environmental Management Fee and Wildland Fire Management Rates ordinance will be subject to second reading at Council meeting on June 16th. This important milestone will establish the reliable and independent funding source for these important programs.

The Resolution re Climate Emergency, which came before the City Council via Citizen Petition in advance of the Pandemic, will be back in front of Council on June 23rd. Efforts are underway to try to consolidate and manage the volume of public input that this very important policy will garner. It will be discussed together with a proposed Resolution re Advocacy to the Arizona Corporation Commission to adopt 100% statewide clean energy standard, and a Resolution re Advocacy re Federal Carbon Fee and Dividend legislation.

The Open Spaces Commission will next meet on June 22nd, and the Sustainability Commission will meet on June 25th.

We welcome our new Sustainable Food Systems VISTA, Heidi Hetzel, who will start on June 8th!

The Adopt-A -FUTS signs are in production. Installation of these signs will take place, partnering with Arizona Conservation Experience, and ACE, once their operations are up and running again-due to COVID-19. Staff met with leadership at Water Services and the national Building Electrification Institute to refine the ESCO Scope of Work language. Staff is working with the Purchasing Section to release the RFP for ESCO services in June or July.

Staff is working with CD to find a viable solution for mitigating stormwater discharge from the Arizona Department of Veterans' Services (ADVS) Flagstaff veteran's home that is being constructed on North Gemini Road. Based on the ADVS site plan, they are requesting an

additional outfall rip rap basin to mitigate stormwater discharges for the facility. These changes will impact Stormwater flows and City Open Space surrounding the ADVS property. We are collaborating to be sure that the concerns of both the Stormwater Program and the Open Space Program are minimized as we work with ADVS to come up with a solution.

Staff installed a trail counter to help obtain use estimates for the McMillan Mesa Natural Area. More unauthorized trails were discovered at Observatory Mesa this week. Staff are installing cameras at both Observatory Mesa and Picture Canyon to discourage inappropriate use.

The unauthorized trail seen in the map below is over a mile in length. Staff is working to obtain an accurate estimate of the damages.



Staff completed the Open Space Program's annual report, which outlines 2019 accomplishments. You can view the report at: <https://www.flagstaff.az.gov/2194/Natural-Areas>

Related to solid waste diversion, staff is working on a proposal to the USDA's Cooperative Agreements for Community Compost grant proposal. The grant focuses on pilot-scale projects that expand composting opportunities and utilization within the community. As noted during the Council presentation on June 11th, staff will begin recycling inspection work next week (6/8).

Lastly, staff is participating in the Social Safety Net Coalition, which is currently focused on communicating available hunger relief resources to residents in need, including community gardens.

Police

During the time period between March and the beginning of June, Flagstaff Police Department Officers have saved the lives of six community members utilizing first-aid and Narcan training skills. The following summaries are demonstrative of the Department's commitment to the community and life:

Officer Cordes / Officer Wesley

On March 7, 2020 at approximately 1:50 AM, Officer Cordes responded to the 5000 block of E. Allen Ave for a report of a female unresponsive and not breathing. Officer Cordes took immediate action and began CPR. Officer Wesley observed signs the female was suffering from a possible opiate overdose. Officer Wesley provided Narcan to Officer Cordes, which he immediately administered to the female. Officer Cordes' quick action, with the assistance of Officer Wesley, was commended by medical personnel and cited as contributing to saving the female's life.

Officer Johnston / Officer Blair

On May 11, 2020 at approximately 6:36 AM, Officer Johnston responded to the 2700 block of S. Woodlands Village Drive for a report of an unresponsive male who was not breathing. Officer Johnston took immediate action and began CPR. Within minutes, Officer Blair arrived and administered Narcan after observing signs the male was suffering from a possible opiate overdose. The male began breathing on his own and was stabilized by medical personnel who commended the officer's quick actions, citing their response contributed to saving the male's life.

Officer Wesley

On March 18, 2020 at approximately 2:21 AM, Officer Wesley responded to the 400 block of Tombstone Ave for a report of an unresponsive female who was not breathing. Officer Wesley immediately began CPR and observed signs the female was suffering from a possible opiate overdose. Officer Wesley administered Narcan which helped the female regain a pulse and begin breathing on her own. Officer Wesley's actions stabilized the female and his actions were cited by medical personnel as saving the female's life.

Officer Kim / Officer Holland

On May 3, 2020 at approximately 1:03 AM, Officer Kim and Officer Holland responded to the 2400 block of E. Lucky Lane for a report of an unresponsive juvenile male not breathing. Officer Kim immediately took action and began administering CPR with the assistance of Officer Holland. Information provided by adults with the juvenile indicated the juvenile was suffering from an opiate overdose. Officer Holland administered Narcan as Officer Kim continued CPR efforts. The juvenile male regained a pulse and began breathing on his own in a stable condition. Medical personnel arrived and commended

Officer Kim and Officer Holland's actions, citing their actions contributed to saving the juvenile's life.

Officer Padilla

On May 30, 2020 at approximately 2:13 AM, Officer Padilla responded to the 3000 block of E. Route 66 for a report of an unresponsive male not breathing. Officer Padilla immediately began CPR and assisted in reviving the male, stabilizing him until medical personnel arrived. Officer Padilla's immediate action was commended by medical personnel who cited her actions as saving the male's life.

Officer Hyde / Officer B. Shantz

On May 30, 2020 at approximately 1:26 AM, Officer Hyde and Officer B. Shantz responded to the 100 block of S. Milton Rd for a report of an unresponsive male who was not breathing. Officer Hyde took immediate action and began CPR. After observing the male and Officer Hyde's efforts, Officer B. Shantz recognized the male was suffering from a possible opiate overdose. Officer B. Shantz then administered Narcan to the male while Officer Hyde continued CPR efforts. The male regained a pulse and began breathing on his own having been stabilized until medical personnel arrived. Medical personnel commended Officer Hyde and Officer B. Shantz for their actions citing their actions contributed to saving the male's life.

Officer Schafer

On June 2, 2020 at approximately 6:34 PM, Officer Schafer responded to the 400 block of Switzer Canyon for a report of an unresponsive female who was not breathing. Officer Schafer immediately began CPR and recognized the female was suffering from a possible opiate overdose. Officer Schafer administered Narcan and continued CPR. The female was stabilized, having regained a pulse and began breathing on her own. Medical personnel commended Officer Schafer's action and cited his actions contributed to saving the female's life.

The Flagstaff Police Department and our staff value life as our highest priority and commend these Officer's actions in upholding the Department's Mission and Core Values. They will be formally recognized for their life saving efforts and presented with the Department's Life-Saving Award.

Fire

Crews from Flagstaff Fire Department and Guardian Medical Transport were dispatched to Mt. Elden Lookout trail for a hiker with a broken ankle. Crews were able to make access to the patient by hiking about two miles up the trail. FFD crews performed ALS measure to stabilize the patient, and a stokes basket was used to extricate the patient off the mountain.

The patient was transported to FMC for further treatment, but the injury was isolated to the ankle. (picture below).

Crews from Flagstaff Fire Department, Guardian Medical Transport and Summit Fire and Medical District were dispatched to an apartment complex on Cortland Blvd for a 2-year old child not breathing. It was reported that the child was in the swimming pool and began to submerge. Citizens began bystander CPR. Crews from FFD and GMT transported the child to FMC where the child regained consciousness. The child was later released from FMC after observation.



Scott Walton, Regional Fire Training Coordinator, retired after five years with the Flagstaff Fire Department serving all of the regional training partners. Congratulations Scott!

Public Works

Staff continues to offer virtual programming including Art and Craft and Cooking projects. A Flagstaff family sent in pictures of their whole family doing one of the paint-along projects

Coconino County Flood Control District and County/City Public Works are monitoring Spring sandbag materials that have been provided to the residents in the areas



with potential flooding this summer as a result of the Museum fire. Prefilled sandbags are available at King St. and at numerous locations throughout the Sunnyside, Grandview, and Paradise areas.

City Hall lobby window replacement and roof repairs are to begin on June 15, 2020 for the metal roof and clerestory window replacement during the dry weather season and will begin on Monday. The project is to complete by July 10, 2020.

The preventive maintenance striping and concrete coating/sealing work was completed at the Bushmaster Park outdoor roller rink this week. This is a great improvement to the space and should last for years to come.



A new Mayor's Monarch Pledge pollinator space will be created on the northeast corner of City Hall in an existing planter. This space will have high visibility and will not be impacted by nearby infrastructure improvement projects.

Capital Projects Update

Last, but certainly not least, please see the Update Report that is attached. It should give the Council a clear snapshot as to where we are in the multiple projects that are underway. Special thanks to the Capital Projects Team and all others who contributed in putting this summary together. Enjoy!



Monthly Capital Project Report

June 2020

Procedures for Temporary Interruptions of Water Service During Health Emergency

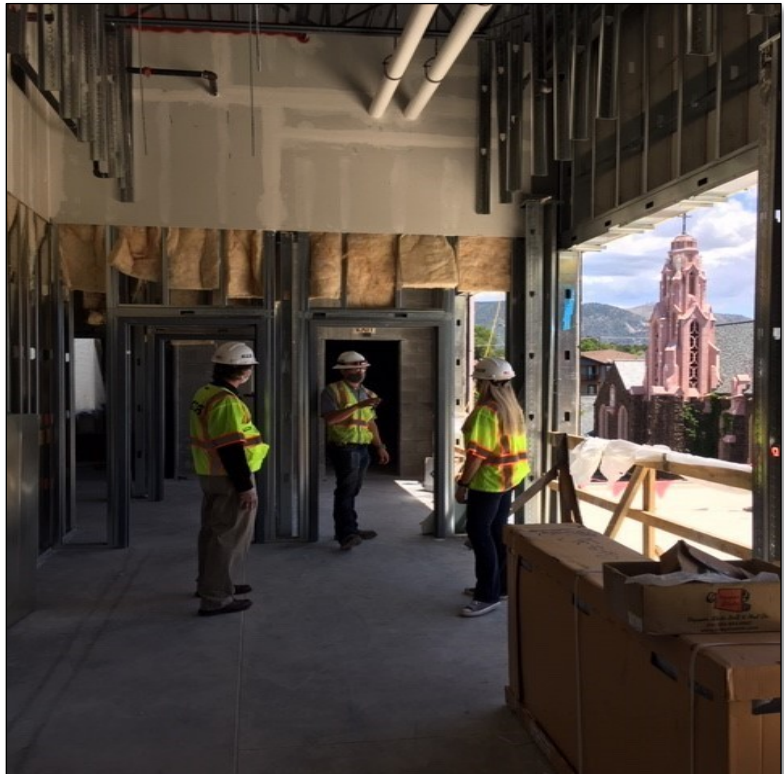
Community Development and Water Services have an established procedure to manage temporary water service interruptions caused by tying in new services and capital construction. Due to the existing health crisis, Water Services and Community Development revised the procedures to include implementation during a health or public emergency, such as the COVID-19 pandemic. The revised procedures include increased public notification, revised public information, and tips on how to prepare for the service interruption. These interruptions occur during an identified window, typically for a few hours during the daytime or overnight hours. **A CCR with more information on the revised procedures is forthcoming.**

City Municipal Court (CONSTRUCTION PHASE)

FUND: GENERAL GOVERNMENT

Project Update -

- All trade crews are fully active.
- MEP, framing, drywall and audio/visual install is proceeding on all floors.
- Aspen Communications' off-site fiber installation continues.
- **Due to project delays due to COVID-19, completion is now mid - August 2020**
- Presiding Judge Thomas Chotena (pictured below with Jessica Cortes and Andrew Staskey) walked the site on Friday, May 29 to monitor progress on the building. Picture is taken in the third floor main hallway looking north.



Sunnyside Phase 6 – Second Avenue (DESIGN PHASE)

FUND: GENERAL GOVERNMENT

Project Update -

- 90% design plans should be ready for City review next week.
- Additional exhibits have been completed to mitigate drainage and access items.
- 90% plans will be reviewed by City Staff to push forward to 100% (final) plans.

J.W. Powell - South 4th Street (PLANNING PHASE)

FUND: GENERAL GOVERNMENT & TRANSPORTATION TAX

Project Update -

- Change Order Item being routed for approval by Committee and ultimately the City Manager to extend the contractual days of existing contract.
- Meeting with City Planning Team to come in mid-June.
- Preparing for an update to Council in late summer/early fall.

Beulah/University (DESIGN PHASE)

FUND: TRANSPORTATION TAX

Project Update -

- Purchase order (PO) issued to Shephard-Wesnitzer, Inc. (SWI) to design an erosion control plan and conduct environmental sampling of remaining structures to be demolished within City Right-of-Way for the Beulah/University Roadway Project; SWI is working with Western Technologies (WTI) to cultivate a project schedule.
- Met to review action plan for new revised Development Agreement (DA) Amendment between the City of Flagstaff and Vintage Partners to work toward achieving final design of project.

I-40/Fourth St Bridges (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX

Project Update -

- Installation of formwork for bridge deck has begun.
- Night detours of I-40 are expected for the coming weeks.
- The three girder side of the bridge (pictured below) is in its permanent location. This will become the Emergency and Pedestrian access during the demolition of the existing bridges.
- The seven girder portion, located to the east of the existing bridges, will be moved (bridge slide) into place in July.



Industrial Dr. & Fanning Wash Improvements (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX

Project Update -

- The spillway work has been completed including the tie in of the retaining walls.
- Driveway approaches into Block-Lite and half of the north curb and gutter have been poured this week.
- Following installation of the wall cap, retaining wall work will be complete.
- Roadway aggregate base installation continues.



Sheep Crossing FUTS Trail (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX

Project Update -

- Grading and earthwork have begun for trail footprint and new drainage channels.
- Median underdrain along I-17 has begun.
- Tree removal, clear and grub, and branch limbing work has been completed.
- Purchase Order (PO) issued to Turner Engineering for construction phases services.



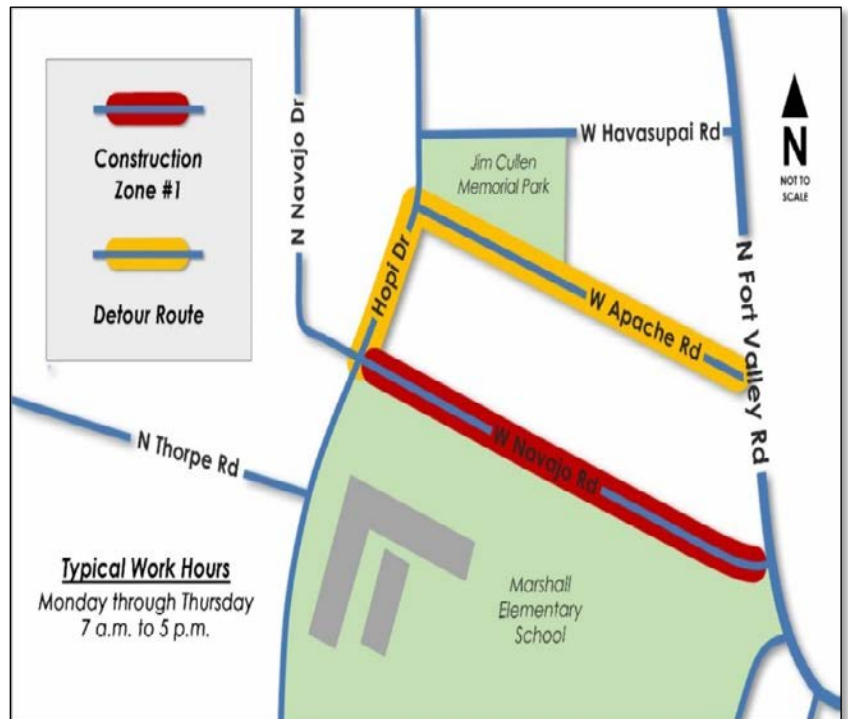
View to the west of Interstate Tank and the lowering of the current spillway.

Coconino Estates Improvements Phase I (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Project Update -

- Construction started May 26 on the Navajo Road (Construction Zone 1) of the Project.
- Navajo Road is closed to thru traffic with the posted detour down Apache Road.
- The Contractor is currently installing the new sewer main.
- Working to find a storage/staging area for the project.



McAllister Ranch Sign (CONSTRUCTION PHASE)

FUND: BED, BOARD & BEVERAGE

Project Update -

- Reviewed and approved sign submittals for materials.
- Materials and fabrication have been ordered.

East Rt. 66 and El Paso Flagstaff Waterline Extension (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description – A utility improvements project that extends the 12” ductile iron waterline approximately 2,450 linear feet from the intersection of Test Dr. and Rt. 66 to the intersection of El Paso Flagstaff Rd. The waterline extension continues up El Paso Flagstaff Rd towards the Wildcat Treatment plant with approximately 1,600 linear feet of 8” ductile iron waterline. The project also calls for a repave of El Paso Flagstaff Rd. for the extents of the waterline extension.

Project Update -

- A Professional Services contract was approved with SWI on 4/22.
- Civil Plans were received on 5/12 and are now under review with the County and City.
- Tentative construction schedule is to construct the waterline extension along Rt. 66 and El Paso Flagstaff Rd. during winter of 2020/2021 followed by paving of El Paso Flagstaff Rd. in the Spring of 2021.

Summit Water Project (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - Approximately 3,300 ft of new waterline, services, etc. and pavement reconstruction on several streets, on and around Summit Ave, Spring St, etc.

Project Update -

- Contract approved at June 2nd City Council meeting.

Industrial Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - A utility improvements project on E. Industrial Drive from approximately Steve's Boulevard to N. Caden Court. The improvements consist of replacing approximately 2,050 linear feet of 16” ductile iron waterline pipe, associated paving for the waterline trench, removal and replacement of curb, gutter and valley gutter.

Project Update -

- Industrial Revolution has been identified as the low bid and has been notified by Purchasing.
- Staff Summary is currently under review and scheduled for the June 16th Council meeting to award a contract to construct.
- Current proposed start of construction is for early July with an end of construction and closeout in early November.

Rio de Flag Flood Control Project (DESIGN PHASE)

FUND: STORMWATER & AGING INFRASTRUCTURE

Project Update -

- 100% plans status -Phase I & Phase II
 - The Agency Technical Review submittal was delivered on May 13, 2020.
 - The City team reviewed and provided comments on May 29, 2020.
 - The project plans are anticipated to be complete by July 2020.
- Utility relocations status - Phase I & Phase II
 - City
 - The City's consultant (Shephard Wesnitzer, Inc.) has completed draft 100% plans for relocating the City's water/sewer/reclaim lines.
 - The draft 100% plans will be submitted to the US Army Corps and their designer (TetraTech) by June 26, 2020.
 - Franchise
 - Work plans from each utility (cable, phone, electric & gas) have been received, reviewed and submitted to the US Army Corps and TT.
 - Additional coordination with the US Army Corps will occur with the 100% plan approval process to determine when the relocations will occur (prior to or with the project) .
- Environmental Status - Phase I & Phase II
 - The City is working with our consultants (Western Technology, Inc and SCS Engineers) to review and address US Army Corps comments on the Environmental documents.
 - Response plans are being formulated by the City's consultants that will address the mitigation and will be completed by June 26, 2020.
 - Underground bunkers on BNSF property are being evaluated .
 - US Army Corps' working to revise the overall project Environmental Statement Report.
- Property acquisition status -Phase I
 - City
 - The City's consultant (Shephard Wesnitzer, Inc.) has completed 100% of the legal descriptions for Phase I (Lower and Clay Wash Reaches).
 - The legal descriptions have been submitted to the appraiser.
 - The appraisals for the BNSF properties are in progress.
 - The City is working to acquire a Transportation Corridor appraiser as required.
 - The City is seeking input from proposed appraisers regarding TC qualifications and is looking into procurement possibilities.
 - The City has not made any offers at this time as the appraisals for Phase I are either in review with the US Army Corps or in progress.

- No Eminent Domain cases have been filed at this time.
- US Army Corps
 - The appraisals for the City's leased properties were submitted to the US Army Corps in April 2020.
 - No response to date.
 - The appraisals for the Clay Wash commercial properties are in progress.
 - Completion is expected by July 1, 2020.
- Property Acquisition Status - Phase II
 - City
 - Legal descriptions for Phase II are on hold.
 - Legal descriptions for Phase II are approximately 25% complete.
- BNSF Issues
 - Construction & Maintenance Agreement – Phase I
 - The City/US Army Corps are reviewing the draft CMA - Phase I.
 - The City Attorney is editing the draft document and expects to submit back to BNSF by June 9, 2020.
 - BNSF preliminary engineering review of the 100% Plans is on Council's agenda for consideration June 16th.
 - Technical Team
 - The Technical Team has narrowed the crossing options down to either Tunneling or an In-Line Bridge.
 - BNSF still considering if they can support the track window requirement of the In-Line Bridge option.
 - The preferred crossing option will be included in the CMA – Phase II.
 - Next Technical Team meeting is expected by July 17, 2020.
- Executive Meeting
 - The US Army Corps and the City have been scheduling and holding bi-weekly meetings with senior staff to discuss schedule, real estate, project cost, property acquisition and the project design.
 - The last meeting held was May 22, 2020.
 - The next meeting is still being scheduled at this time.
- Cash contributions
 - The US Army Corps and the City are in discussions regarding project cost.
 - The City was notified on May 21, 2020 that a cash contribution is required.
 - The latest cost analysis shows a cash amount due of approximately \$14M - \$15M.
 - We are working to determine if a one-time payment or multiple payments can be made to meet the City responsibilities per the approved Project Cooperation Agreement (2004)
- Schedule
 - The latest schedule from the US Army Corps shows Phase I for the project to be advertised in August 2020 with an award in October 2020.
 - Phase II is scheduled to be advertised and awarded in calendar year 2021.
- Council Updates
 - Staff has been providing monthly project updates for the Council to provide information on the US Army Corps, Project Design, BNSF, Real Estate and Environmental
 - The next Council update is set for June 16, 2020.

- Internal & external meetings
 - Staff held our internal monthly staff on June 3, 2020.
 - This meeting provided information on the BNSF technical meeting, clarification on CMA #1 and #2, US Army Corps contract options, City Cash contribution, Environmental and Property Acquisition update.
 - The next monthly meeting is scheduled for July 1, 2020.
 - Weekly staff meetings for project concerns continue.
 - Weekly coordination meetings with SWI are ongoing.
- Website
 - City's website for the Rio de Flag Flood Control Project has been updated the week of May 29, 2020 for the video and presentation used at the May 19, 2020 Council update.
- Public outreach/contacts
 - Mr. Grekey was contacted June 4, 2020 about his property on Dale and Bonito.
 - A project updated was issued via social media on June 5, 2020.



Rt. 66 Utility Relocation Project (CONSTRUCTION PHASE)

FUND: STORMWATER & AGING INFRASTRUCTURE

Project Update -

- The electrical relocation is continuing for the work on the south side of Rt. 66. Arizona Department of Transportation is managing this work.
- Project area is being cleaned and damaged pavement/curb is being replaced. The lawn area will be restored the week of June 8th.

