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.

REGULAR COUNCIL MEETING
TUESDAY
MAY 19, 2020

STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
3:00 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. PUBLIC PARTICIPATION

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

5. APPOINTMENTS

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

A. **Consideration of Appointments:** Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring June 2021.
Make two appointments to terms expiring June 2023.

B. **Consideration of Appointment:** Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2021.

6. ROUTINE ITEMS

A. **Consideration and Approval:** Insurance Renewals

STAFF RECOMMENDED ACTION:

1. Accept the proposal submitted by the Arizona Municipal Risk Retention Pool, (A.M.R.R.P.), in the amount of $1,018,337 and their proposal for Workers' Compensation coverage in the amount of $749,738 for a total of $1,768,075.
2. Renew current airport liability, flood and travel polices with existing carriers for $25,061 plus commission.

B. **Consideration and Approval of Grant Agreement:** Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for CARES Act funding for operational and maintenance expenses directly related to the Flagstaff Pulliam Airport.

STAFF RECOMMENDED ACTION:

Approve the grant award in the amount of $18,134,294 for Airport operational costs.

C. **Consideration and Approval of Lease Amendments:** Amendment of Flagstaff Airport Leases to abate rent for at least six (6) months, due to the COVID-19 pandemic.

STAFF RECOMMENDED ACTION:

Approve lease amendments with the following lessees to abate rent:

- American Airlines
- United Airlines
- Wiseman Aviation, Inc.(fixed base operator)
- Wiseman Aviation, Inc. (hangar, offices; previous lessee was Peabody Western Coal)
- Enterprise Rent-A-Car
- Alamo Rental Car/National Rental Car
- Hertz Corporation Rental Car
- Avis Budget Rental Car
- Air Cafe (license)

D. **Consideration and Adoption of Ordinance No. 2020-12:** An ordinance of the City Council of the City of Flagstaff, temporarily suspending Section 8-01-001-0002 of the City Code pertaining to sidewalks; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-12 by title only for the final time
2) City Clerk reads Ordinance No. 2020-12 by title only (if approved above)
3) Adopt Ordinance No. 2020-12

E. **Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services Contract:** for the Annual Street Maintenance and Overlay and Chip Seal Program 2020 to C and E Paving & Grading, LLC in the amount of $5,627,422.10

STAFF RECOMMENDED ACTION:

1. Approve the Annual Street Maintenance Overlay and Chip Seal Program 2020 and execute a Construction Manager at Risk (CMAR) Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $5,489,422.10;
2. Approve an Owner's Contingency of $138,000.00 (2.5% of the GMP) for a total contract amount of $5,627,422.10; and
3. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Grant Award:** Department of Justice, Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program.

STAFF RECOMMENDED ACTION:

Approve the award from the Department of Justice for grant funds in the amount of $65,915.00; there is no City match required for this grant.

7. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2020-22:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Flagstaff Metropolitan Planning Organization, DBA MetroPlan, and the City of Flagstaff to transition administrative and financial services from the City to MetroPlan.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-22 by title only
2) City Clerk reads Resolution No. 2020-22 by title only (if approved above)
3) Adopt Resolution No. 2020-22

B. **Consideration and Adoption of Resolution No. 2020-23:** A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the August 4, 2020 Primary Election and November 3, 2020 General Election

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-23 by title only
2) City Clerk reads Resolution No. 2020-23 by title only (if approved above)
3) Adopt Resolution No. 2020-23

C. **Consideration and Approval:** City of Flagstaff and APS Clean Energy Future Memorandum of Understanding

STAFF RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the City of Flagstaff and APS.

D. **Consideration and Adoption of Resolution No. 2020-27:** A resolution of the City of Flagstaff City Council, approving an Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for the design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-27 by title only
2) City Clerk reads Resolution No. 2020-27 by title only (if approved above)
3) Adopt Resolution No. 2020-27

E. **Consideration and Adoption of Resolution No. 2020-28:** A resolution of the Flagstaff City Council adopting a Flagstaff Business Retention and Expansion Incentive program support small businesses and other targeted industries; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-28 by title only
2) City Clerk reads Resolution No. 2020-28 by title only (if approved above)
3) Adopt Resolution No. 2020-28

F. **Consideration and Adoption of Resolution No. 2020-25:** A Resolution amending the 2019/2020 Annual Action Plan to reallocate 2019/2020 Owner-Occupied Housing Rehabilitation Program funds and allocate Community Development Block Grant Program COVID-19 (CDBG-CV) funds and authorizing submission of the amended 2019/2020 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

Consideration and Adoption of Resolution No. 2020-26: A Resolution approving the City of Flagstaff 2020/2021 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Consideration and Action on Reallocation of General Funds to Coconino County Health and Human Services Eviction Prevention Program : Approval of the transfer of one-time general fund dollars in the amount of $59,000 currently reserved for the Mobile Home Assistance for Displaced Residents Program to the Coconino County Health and Human Services Eviction Prevention and Housing Stabilization Program.

STAFF RECOMMENDED ACTION:

For the amended 2019/2020 Annual Action Plan:

1. Read Resolution No.2020-25 by title only
2. City Clerk reads Resolution No. 2020-25 by title only (if approved above)
3. Adopt Resolution No. 2020-25

For the 2020/2021 Annual Action Plan:

1. Read Resolution No. 2020-26 by title only
2. City Clerk reads Resolution No. 2020-26 by title only (if approved above)
3. Adopt Resolution No. 2020-26

For the reallocation of general fund dollars to Coconino County Health and Human Services:

1. Approve and authorize the reallocation and expenditure of $59,000 of one-time general fund dollars from the Mobile Home Assistance Program to the Coconino County Health and Human Services Eviction Prevention and Housing Stabilization Program
2. Authorize the City Manager to execute the necessary documents

G. **Consideration and Adoption of Resolution No. 2020-24:** A resolution of the Flagstaff City Council, authorizing the acquisition of real property interests necessary for the Rio De Flag Flood Control Project, confirming that the project is a public use for the benefit of the residents of the City of Flagstaff; providing for delegation of authority, condemnation authority, prior approval of purchases; and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-24 by title only
2) City Clerk reads Resolution No. 2020-24 by title only (if approved above)
3) Adopt Resolution No. 2020-24

8. **DISCUSSION ITEMS**

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

B. **Sustainable Food Systems Update**

C. Discussion on the current and future use of the Joel Montalvo Park building, also known as old Fire Station #2.

9. COUNCIL LIAISON REPORTS

10. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion regarding the City's BBB appropriations.

11. CITY MANAGER REPORT

A. City Manager Report

i. City of Flagstaff Re-Entry Plan

12. COVID-19 UPDATES

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

14. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2020.

_____
Stacy Saltzburg, MMC, City Clerk

5. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration of Appointments: Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring June 2021.
Make two appointments to terms expiring June 2023.

Executive Summary:

The Beautification and Public Art Commission consists of seven citizens, and recommends expenditures from the BBB beautification fund and public art portion of arts and science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, street-scapes, gateways, the purchase and installation of public art projects within beautification projects, and property acquisition for beautification and/or public art and neighborhood-initiated projects, to mention a few. There are currently two expiring seats and one seat open due to a resignation. It is important to fill vacancies on Boards and Commissions quickly to allow the Commission to continue meeting on a regular basis.

There are eight applications on file for consideration by the Council, they are as follows:

- J. Michael Cruz (new applicant)
- Matthew Derminio (new applicant)
- Kathleen Flaccus (new applicant)
- Sandra Lubarsky (current commissioner)
- Carla McCord (new applicant)
- Francine Moore (new applicant)
- Kassidi Rhinehart (new applicant)
- Jason Snelson (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Aslan, Councilmember Odegaard, and Councilmember Salas

Financial Impact:

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

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint three Commissioners: By appointing members at this time, the Beautification and Public Art Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: BPAC Authority

CHAPTER 2-14
BEAUTIFICATION AND PUBLIC ART COMMISSION

SECTIONS:

2-14-001-0001 CREATION OF COMMISSION:
2-14-001-0002 COMPOSITION AND TERM OF OFFICE:
2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:
2-14-001-0004 ORGANIZATION:
2-14-001-0005 MEETINGS:
2-14-001-0006 DUTIES:

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the beautification and arts and sciences portions of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues.

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art. (Same meaning as set forth in Section 3-06-001-0001.)

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City (same meaning as set forth in Section 3-06-001-0001). (Ord. 1580, Enacted, 08/02/1988; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-07, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of seven (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member’s term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms. (Ord. 1580, Enacted, 08/02/1988; Ord. 1674, Amended,

09/18/1990; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-04, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation. (Ord. 1580, Enacted, 08/02/1988)

2-14-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair. (Ord. No. 1580, Enacted, 08/02/1988)

2-14-001-0005 MEETINGS:

A. The Commission shall hold at least one (1) regular meeting per month, which shall at all times be open to the public; the time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

B. A quorum consisting of a minimum of four (4) voting members of the Commission shall be required to conduct business. (Ord. 1580, Enacted, 08/02/88; Ord. 2006-15, Amended, 05/16/2006; Ord. 2016-30, Amended, 07/05/2016)

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

A. The Commission shall be responsible for preparing a Five (5) Year Plan. The Five (5) Year Plan shall be used as a guideline for future programs. Said Plan shall be presented to the Council prior to April 1st of each year.

B. Develop and present to City Council an Annual Plan outlining the Commission's program recommendations for the upcoming fiscal year. Said plan shall be presented to the Council prior to April 1st of each year.

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;

2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;

4. Purchase and installation of public art projects;

5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.

2. Determining the artist selection method and writing the call to artists for public art projects.

3. Evaluating public art proposals for recommendation to the City Council.

4. Facilitating display of local art in public facilities.

E. With respect to the arts and science portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.

2. Developing, acquiring and distributing material to promote arts and science.

3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.

4. Retaining of appropriate staff to implement approved programs.

F. Perform those additional duties as determined by the City Council, related to the Beautification and Public Art Commission. (Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006; Ord. 2015-22, Amended, 01/05/2016)

5. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration of Appointment: Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2021.

Executive Summary:

The Sustainability Commission consists of seven citizens and is responsible for recommending and coordinating activities in concert with the City of Flagstaff Sustainability Program. To accomplish this objective, the Commission will address the social, economic, and environmental considerations of meeting the needs of current and future citizens. Among the Commission's directives are the promotion of sustainable practices in all spheres of life and educating Flagstaff citizens.

There is currently one seat available due to a resignation as of Friday, May 1, 2020.

It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are three applications on file for consideration by the Council, they are as follows:

- Holly Buban (new applicant)
- Kristin Kauffman (new applicant)
- Laurie Rogers (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Mayor Evans

Financial Impact:

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

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint one Commissioner: By appointing one member at this time, the Sustainability Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: Sustainability Commission Authority

CHAPTER 2-17
SUSTAINABILITY COMMISSION

SECTIONS:

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE
2-17-001-0002 PURPOSE; POWERS AND DUTIES

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. Establishment of the Commission.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.

2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.

3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex officio member of all standing committees, shall appoint the Chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair. (Ord. 2014-28, Amended, 11/18/2014)

2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:

1. Climate and air quality
2. Transportation
3. Energy
4. Solid waste and toxic substances
5. Water, wastewater, and stormwater
6. Sustainable building and purchasing practices
7. Sustainable economic development

B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.

C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.

D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.

E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.

F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Dean Coughenour, Director of Risk Management

Date: 05/13/2020

Meeting Date: 05/19/2020

TITLE:

Consideration and Approval: Insurance Renewals

STAFF RECOMMENDED ACTION:

1. Accept the proposal submitted by the Arizona Municipal Risk Retention Pool, (A.M.R.R.P.), in the amount of $1,018,337 and their proposal for Workers' Compensation coverage in the amount of $749,738 for a total of $1,768,075.
2. Renew current airport liability, flood and travel polices with existing carriers for $25,061 plus commission.

Executive Summary:

The City of Flagstaff today expends $1,490,601 to insure all our insurance exposures with AIG for our property, Travelers Insurance for Liability and Auto and Copperpoint Mutual for our Workers' Compensation program. Council received a presentation on the merits of both the Arizona Municipal Risk Retention Pool and Travelers Insurance with Liberty Mutual for the property to meet the insurance needs for the City of Flagstaff for the next fiscal period during the May 12, 2020 City Council work session.

It is staff's recommendation to accept the proposal by the Arizona Municipal Risk Retention Pool as submitted for a total cost of $1,768,075.

Financial Impact:

By approving the contract agreement with the Arizona Municipal Risk Retention pool for property, casualty, auto and Workers' Compensation coverage the City will expend an additional $302,535 in fiscal 20/21, subject to policy audit.

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 presentation on the merits of both the Arizona Municipal Risk Retention Pool and Travelers Insurance proposals during the May 12, 2020 Council Work Session.

Attachments:

6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants and Contracts Manager

Co-Submitter: Barney Helmick, Airport Director

Co-Submitter: Barney Helmick

Date: 05/13/2020

Meeting Date: 05/19/2020

TITLE:

Consideration and Approval of Grant Agreement: Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for CARES Act funding for operational and maintenance expenses directly related to the Flagstaff Pulliam Airport.

STAFF RECOMMENDED ACTION:

Approve the grant award in the amount of $18,134,294 for Airport operational costs.

Executive Summary:

The acceptance of the FAA Grant offer provides funds for operating expenses, such as payroll and Airport department services. The grant funds may be used for expenses incurred no earlier than January 20, 2020 and ending four (4 years) or (1,460 calendar days) from the date of acceptance. The FAA encourages airports to spend the funds expeditiously to reduce the adverse impacts of the current public health emergency.

Financial Impact:

The funds under the CARES Act are available at a 100% Federal share and there is no local match required. Specific requirements of the grant require the Airport to continue to employ, through December 31, 2020, at least 90% of the number of individuals employed as of March 27, 2020. These funds will help offset the impacts of declining revenues in the Airport and the reduce the Airport need for General Fund support.

Policy Impact:

These critical funds will be used to help the Airport stay afloat in an environment where the travel industry—and the airline industry—has been devastated by the COVID-19 outbreak. The flexibility in the use of these funds will allow the Airport to retain employees, spend these important funds on operations, pay utilities, and keep the Airport running until people can start traveling consistently.

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

Goal: Transportation and Other Public Infrastructure: Provide airport infrastructure to enhance tenant and patron experience and secure a second airline.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- Accept the Grant Agreement and funding to operate and maintain the Flagstaff Airport.
- Not ratify and accept the Grant Agreement and funding.

Background/History:

On March 27, 2020, the President signed the CARES Act into law. Sections 4005 and 4114(b) of the Act authorize the Secretary to require, “to the extent reasonable and practicable,” an air carrier receiving financial assistance under the CARES Act to maintain scheduled air transportation service as the Secretary deems necessary to ensure services to any point served by that carrier before March 1, 2020 (Service Obligation). Title XII of Division B of the CARES Act provides approximately $10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding was distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency.

Key Considerations:

The CARES Act Airport Grants are for eligible US. airports to prevent, prepare for, and respond to coronavirus impacts, including support for continuing airport operations. Funds are available to:

- Keep airports in reliable, safe operation to serve the aviation industry, the traveling public, and support the economy
- Keep airport and aviation workers, airport police, and other support staff employed
- Keep support businesses working at the airport
- Keep airport credit ratings stable

Community Benefits and Considerations:

To prevent, prepare for, and respond to coronavirus impacts, including support for continuing airport operation.

Attachments: FAA CARES Act Grant Offer

U.S. Department of Transportation Federal Aviation Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	
Airport/Planning Area	Flagstaff Pulliam Airport
CARES Grant Number	3-04-0015-045-2020
Unique Entity Identifier	088302625

TO: City of Flagstaff, Arizona
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 28, 2020, for a grant of Federal funds at or associated with the Flagstaff Pulliam Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor**,** the FAA has approved the Grant Application for the Flagstaff Pulliam Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Flagstaff Pulliam Airport incurred no earlier than January 20, 2020.

CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $18,134,294.

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 1, 2020**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at

http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the award.

B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
    a. Associated with performance under this award; or
    b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
    a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. <u>Employee Protection from Reprisal</u>.

A. Prohibition of Reprisals **–**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    a. Gross mismanagement of a Federal grant;
    b. Gross waste of Federal funds;
    c. An abuse of authority relating to implementation or use of Federal funds;
    d. A substantial and specific danger to public health or safety; or
    e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows**:**
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A Federal office or employee responsible for oversight of a grant program;
    e. A court or grand jury;
    f. A management office of the grantee or subgrantee; or
    g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. Co-Sponsor. Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. Employee Retention. For Large, Medium, and Small Hub Airports only: owner and operator of hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.

23. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

A. House and maintain the equipment in a state of operational readiness on and for the airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

C. Restrict the vehicle to on-airport use only;

D. Restrict the vehicle to the use for which it was intended; and

E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. Equipment or Vehicle Replacement. The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

3. Off-Airport Storage of ARFF Vehicle. The Sponsor agrees that it will:

A. House and maintain the vehicle in a state of operational readiness for the airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle;

C. Restrict the vehicle to airport use only;

D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

F. Submit a copy of the executed agreement to the FAA.

4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

   B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

   C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

_____
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have

reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

b. Hatch Act – 5 U.S.C. 1501, et seq.

c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.

d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).

e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.

f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

g. Clean Air Act, P.L. 90-148, as amended.

h. Coastal Zone Management Act, P.L. 93-205, as amended.

i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.

j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

k. Rehabilitation Act of 1973 - 29 U.S.C. 794.

l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.

q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.

s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.

w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 - Procedures for predetermination of wage rates.

g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).

j. 49 CFR Part 20 - New restrictions on lobbying.

k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

   It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

   c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

   The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used**.** CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. **Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

6. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants and Contracts Manager

Co-Submitter: Barney Helmick, Airport Director

Co-Submitter: Barney Helmick

Date: 05/13/2020

Meeting Date: 05/19/2020

TITLE:

Consideration and Approval of Lease Amendments: Amendment of Flagstaff Airport Leases to abate rent for at least six (6) months, due to the COVID-19 pandemic.

STAFF RECOMMENDED ACTION:

Approve lease amendments with the following lessees to abate rent:

- American Airlines
- United Airlines
- Wiseman Aviation, Inc.(fixed base operator)
- Wiseman Aviation, Inc. (hangar, offices; previous lessee was Peabody Western Coal)
- Enterprise Rent-A-Car
- Alamo Rental Car/National Rental Car
- Hertz Corporation Rental Car
- Avis Budget Rental Car
- Air Cafe (license)

Executive Summary:

The Flagstaff Airport lessees are requesting rent abatement, because airport travel has practically cease as a result of the COVID-19 pandemic. The proposed lease amendments will abate rent for the period of **April 1, 2020 through September 30, 2020**. No rent, nor late penalty or interest will be owed.

ADDITIONAL EXTENSIONS:
OPTION 1 - Any additional extensions for two (2) additional three (3) month periods may be approved by the City Manager. ("Abatement Period").
OPTION 2 - Any additional extensions for two (2) additional three (3) month periods may be approved by the City Council. ("Abatement Period").

All proposed lease amendments are in draft form, and final versions will be attached prior to the May 19, 2020 council agenda.

Financial Impact:

If rent abatement is approved, the Flagstaff Airport will not receive 6-months of lease revenue of approximately $356,785. This health emergency has created a loss in revenues for the airport lessees at a grand scale. The Flagstaff Airport received word that we will be receiving an $18.1 million CARE grant that will help us to recover these lost lease revenues and will help enable continued airport operations.

Policy Impact:

A decision to abate rents (including "minimum annual guarantees" and encompassing fees) is a local decision. Rent abatement will be tied to the changed circumstances caused by the COVID-19 public health emergency.

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

Goal: Transportation and Other Public Infrastructure: Provide airport infrastructure to enhance tenant and patron experience and secure a second airline.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- Approve the COVID-19 Rent Abatement Lease Amendments and selected Option 1 or Option 2 for any additional extensions if warranted.
- Not Approve the COVID-19 Rent Abatement Lease Amendments

Background/History:

On January 31, 2020 U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 pandemic; on March 11, 2020 Arizona Government Douglas Ducey declared a state public health emergency, and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency. Since April 2020 airline passenger traffic through the Flagstaff Airport has practically ceased due to the COVID-19 pandemic, causing an associated decline in flight revenues. On April 4, 2020 the Federal Aviation Administration (“FAA”) issued “Information for airport sponsors considering COVID-19 restrictions or accommodations” which states that “a decision to abate rent…is a local decision” and provides guidance for any abatement. Lessee's have requested and City desires to provide financial relief to the Lessee's to help preserve continued airport related operations to the extent feasible at the Flagstaff Airport.

Key Considerations:

In considering rent relief, airports are encouraged to consider the business situation of the tenant; the changed circumstances created by the public health emergency; the desirability of having solvent tenants that can resume normal operations when the emergency ends; the availability of other governmental or insurance relief that such relief; and possible subsequent conditions that, if triggered, would end the abatement.

This rent abatement will provide much needed relief to our current tenants so that when circumstances improve the Flagstaff Airport can go back to normal operations.

Community Benefits and Considerations:

This lease abatement will assist our goal to keeping our tenants solvent to ensure that the airport can remain open and operating safely.

Attachments: Air Cafe Lease Amendment
American Airline Lease Amendment
Avis Budget Lease Amendment
Enterprise Lease Amendment
Hertz Car Rental Lease Amendment
United Airlines Lease Amendment
Wiseman Fuel Farm Lease Amendment
Wiseman Hanger Office Lease Amendment

AIRPORT RESTAURANT LICENSE
AMENDMENT No. 2
(COVID-19 Rent Relief)

This Amendment No. 2 is entered into this _____ day of May, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Air Café, an Arizona corporation ("Licensee"), to amend the Airport Restaurant License Agreement dated February 19, 2013, as previously amended by Amendment I dated March 25, 2015 (hereafter "the License").

WHEREAS, on January 31, 2020 the U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 flu pandemic; on March 11, 2020 Arizona Governor Douglas Ducey declared a state public health emergency; and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency;

WHEREAS, since April 2020 airline passenger traffic through the Flagstaff Pulliam Airport has practically ceased due to the COVID-19 flu pandemic, and causing an associated decline in flight revenues;

WHEREAS, on April 4, 2020 the Federal Aviation Administration ("FAA") issued "Information for airport sponsors considering COVID-19 restrictions or accommodations" states that "a decision to abate rent… is a local decision" and provides guidance for any abatement;

WHEREAS, Licensee has requested, and City desires to provide financial relief to the Licensee to help continue airport related operations to the extent feasible at the Flagstaff Pulliam Airport;

For valid consideration, the receipt of which is hereby acknowledged, the parties agree that the License is hereby amended to read as follows (additions shown as capitalized text, and deletions shown as stricken).

ARTICLE IV. PAYMENTS FOR LICENSE is amended by adding the following:

I. PAYMENT ABATEMENT

A. DUE TO THE COVID-19 FLU PANDEMIC, FIXED PAYMENT (AS DEFINED IN SECTION IV.A. OF THE AIRPORT RESTAURANT LICENSE AGREEMENT) AND PERCENTAGE PAYMENT (AS DEFINED IN SECTION IV.B. OF AIRPORT RESTAURANT LICENSE AGREEMENT) SHALL BE ABATED COMMENCING APRIL 1, 2020 AND CONTINUING THROUGH SEPTEMBER 30, 2020 AND ANY EXTENSION PERIOD ('"ABATEMENT PERIOD"), AND NO PAYMENT, LATE PENALTY OR INTEREST SHALL BE OWED OR PAYABLE FOR THIS PERIOD; PROVIDED, HOWEVER:

(a) IN THE EVENT LICENSEE RECEIVES OTHER GOVERNMENTAL RELIEF OR INSURANCE RECOVERY RELATED TO THE COVID-19 PANDEMIC, LICENSEE SHALL PROMPTLY NOTIFY CITY;

(b) IN THE EVENT LICENSEE BECOMES INSOLVENT, OR IS NAMED AS THE DEBTOR IN A VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDING, THIS SECTION I OF ARTICLE IV IS VOID AND PAYMENT WILL RESUME UNDER ARTICLE IV ON THE FIRST DAY OF THE FOLLOWING MONTH;

(c) LICENSEE IN ITS DISCRETION MAY CONTINUE TO OPERATE ITS FOOD AND BEVERAGE, TAKE-OUT, AND/OR CATERING SERVICES AT AIR CAFÉ DURING THE ABATEMENT PERIOD.

B. EXTENSIONS.

THE PARTIES MAY MUTUALLY AGREE IN WRITING TO EXTEND THIS ABATEMENT PERIOD FOR UP TO TWO (2) ADDITIONAL THREE (3) MONTH PERIODS. THE CITY MANAGER MAY EXECUTE ANY SUCH EXTENSION ON BEHALF OF THE CITY OF FLAGSTAFF WITHOUT FURTHER COUNCIL APPROVAL, AFTER DUE CONSIDERATION OF THE FACTORS SET FORTH BELOW IN SECTION I.C. MUTUAL WARRANTIES.

C. MUTUAL WARRANTIES.

EACH PARTY CONFIRMS AND WARRANTS, WITHOUT INVESTIGATION, TO THE OTHER PARTY:

- PAYMENT RELIEF IS NECESSARY DUE TO CHANGED CIRCUMSTANCES CAUSED BY THE PUBLIC HEALTH EMERGENCY;
- IN THE EVENT PAYMENT RELIEF WILL HAVE THE EFFECT OF SHIFTING COSTS BETWEEN AIRPORT TENANTS AND USERS, THE PARTIES WILL MEET TO DISCUSS THE EQUITIES, ENDEAVOR TO REACH A CONSENSUS BETWEEN ALL AIRPORT USERS AND ADJUST PAYMENT OBLIGATIONS ACCORDINGLY;
- THERE IS A REASONABLE BASIS FOR PAYMENT RELIEF BECAUSE UNDERLYING AIRLINE PASSENGER VOLUMES AND, THUS, REVENUES THAT ARE A BASIS FOR THE CURRENT PAYMENT HAVE SIGNIFICANTLY DECLINED.

EACH PARTY UNDERSTANDS THAT THE PAYMENT RELIEF PROVIDED HEREIN MUST NOT HAVE THE AFFECT OF CAUSING ANY VIOLATION OF THE GRANT ASSURANCES 22 AND 24 (AS WELL AS RELATED STATUTES) AND EACH PARTY AGREES THAT IF THE PAYMENT RELIEF CONTEMPLATED IN THIS AGREEMENT DOES VIOLOATE GRANT ASSURANCES 22 AND/OR 24 THAT THE PARTIES SHALL MEET TO DISCUSS HOW TO RESOLVE THE VIOLATION.

All other terms and conditions of the License shall remain in full force and effect.

LICENSEE: AIR CAFÉ

By: _____

Its: _____

LICENSOR: CITY OF FLAGSTAFF

By: _____

Mayor Coral Evans

Attest:

By: _____

Stacy Saltzburg, City Clerk

Approved as to form:

By: _____

City Attorney's Office

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PULLIAM AIRPORT LEASE AGREEMENT

AMENDMENT NO. 1

(COVID-19 Rent and Fee Relief)

This Amendment No. 1 is entered into this _____ day of May, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and American Airlines, a Delaware corporation ("Airline"), to amend the Pulliam Airport Lease Agreement dated May 1, 2019 ("the Lease").

WHEREAS, on January 31, 2020 U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 flu pandemic; on March 11, 2020 Arizona Government Douglas Ducey declared a state public health emergency, and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency; and

WHEREAS, since April 2020 airline passenger traffic through the Flagstaff Pulliam Airport has practically ceased due to the COVID-19 flu pandemic, and causing an associated decline in flight revenues;

WHEREAS, on April 4, 2020 the Federal Aviation Administration ("FAA") issued "Information for airport sponsors considering COVID-19 restrictions or accommodations" states that "a decision to abate rent… is a local decision" and provides guidance for any abatement;

WHEREAS, Airline has requested, and City desires to provide financial relief to the Airline to help continue airport related operations to serve the traveling public at the Flagstaff Pulliam Airport;

For valid consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease is hereby amended to read as follows (additions shown as capitalized text, and deletions shown as stricken);

Article 6. Rents, Fees and Utilities is amended by adding the following:

6.07. RENTAL AMOUNT. STORAGE, AND LANDING FEES ABATEMENT. DUE TO THE COVID-19 FLU PANDEMIC, COMMENCING APRIL 1, 2020 AND CONTINUING THROUGH SEPTEMBER 30, 2020 AND ANY APPROVED EXTENSION PERIODS (COLLECTIVELY "ABATEMENT PERIOD") NO RENTAL AMOUNT, STORAGE FEE, LANDING FEE (AS DEFINED IN SECTION 6.1, 6.01.1, AND 6.02 RESPECTIVELY), NOR LATE PENALTY OR INTEREST SHALL BE OWED OR PAYABLE; PROVIDED, HOWEVER:

(a) IN THE EVENT AIRLINE RECEIVES OTHER GOVERNMENTAL RELIEF OR INSURANCE RECOVERY, AIRLINE SHALL PROMPTLY NOTIFY CITY;

(b) IN THE EVENT AIRLINE BECOMES INSOLVENT, OR IS NAMED AS THE DEBTOR IN A VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDING THIS SECTION 6.07 IS VOID AND ALL PAYMENTS SHALL RESUME UNDER ARTICLE 6 ON THE FIRST DAY OF THE FOLLOWING MONTH;

(c) AIRLINE SHALL CONTINUE TO OFFER FLIGHTS TO THE TRAVELING PUBLIC TO AND FROM THE FLAGSTAFF PULLIAM AIRPORT DURING THE ABATEMENT PERIOD.

6.07.1 EXTENSIONS. THE PARTIES MAY MUTUALLY AGREE IN WRITING TO EXTEND THIS RENT ABATEMENT AND/OR WAIVER OF LANDING FEES FOR UP TO TWO

(2) ADDITIONAL THREE (3) MONTH PERIODS. THE CITY MANAGER MAY EXECUTE ANY SUCH EXTENSION ON BEHALF OF THE CITY OF FLAGSTAFF, AFTER DUE CONSIDERATION OF THE FACTORS SET FORTH BELOW IN SECTION 6.07.2 MUTUAL WARRANTIES.

6.07.2. MUTUAL WARRANTIES. EACH PARTY CONFIRMS AND WARRANTS, WITHOUT INVESTIGATION, TO THE OTHER PARTY:

- RENT RELIEF IS NECESSARY DUE TO CHANGED CIRCUMSTANCES CAUSED BY THE PUBLIC HEALTH EMERGENCY;
- IN THE EVENT RENT RELIEF WILL HAVE THE EFFECT OF SHIFTING COSTS BETWEEN AIRPORT TENANTS AND USERS, THE PARTIES WILL MEET TO DISCUSS THE EQUITIES, ENDEAVOR TO REACH A CONSENSUS BETWEEN ALL AIRPORT USERS AND ADJUST RENT OBLIGATIONS ACCORDINGLY;
- THERE IS A REASONABLE BASIS FOR RENT RELIEF BECAUSE UNDERLYING AIRLINE PASSENGER VOLUMES AND, THUS, REVENUES THAT ARE A BASIS FOR THE CURRENT RENT HAVE SIGNIFICANTLY DECLINED.

EACH PARTY UNDERSTANDS THAT THE RENT RELEIF PROVIDED HEREIN MUST NOT HAVE THE AFFECT OF CAUSING ANY VIOLATION OF THE GRANT ASSURANCES 22 AND 24 (AS WELL AS RELATED STATUTES) AND EACH PARTY AGREES THAT IF THE RENT RELIEF CONTEMPLATED IN THIS AGREEMENT DOES VIOLOATE GRANT ASSURANCES 22 AND/OR 24 THAT THE PARTIES SHALL MEET TO DISCUSS HOW TO RESOLVE THE VIOLATION.

IN ADDITION, LESSEE WARRANTS TO CITY THAT LESSEE IS SEEKING RENT RELIEF FROM ALL LANDLORDS OF LESSEE LEASES LOCATED WITHIN TWO (2) MILES OF AIRPORTS IN ARIZONA, AND UPON REQUEST OF CITY, LESSEE WILL PROVIDE CITY WITH INFORMATION AS TO RENT RELIEF BEING PROVIDED.

All other terms and conditions of the Lease shall remain in full force and effect.

LESSOR: AMERICAN AIRLINES

By:_____

Title:_____
Its authorized representative

LESSEE: CITY OF FLAGSTAFF

By:_____
Mayor Coral Evans

Attest:

By: _____
Stacy Saltzburg, City Clerk

Approved as to form:

By:_____
City Attorney's Office

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RENTAL CAR/CONCESSION LEASE AGREEMENT
AMENDMENT NO. 3
(COVID-19 Rent Abatement)

This Amendment No. 3 is entered into this _____ day of May, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Avis Budget Car Rental, LLC, a New Jersey limited liability company ("Lessee"), to amend the Rental Car Concession/Lease Agreement dated February 1, 2011, as previously amended by Amendment No. 1 dated April 18, 2014, and Amendment No. 2 dated May 30, 2017 (hereafter "the Lease").

WHEREAS, on January 31, 2020 U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 flu pandemic; on March 11, 2020 Arizona Government Douglas Ducey declared a state public health emergency, and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency; and

WHEREAS, since April 2020 airline passenger traffic through the Flagstaff Pulliam Airport has practically ceased due to the COVID-19 flu pandemic, causing an associated decline in flight revenues; and

WHEREAS, on April 4, 2020 the Federal Aviation Administration ("FAA") issued "Information for airport sponsors considering COVID-19 restrictions or accommodations" which states that "a decision to abate rent…is a local decision" and provides guidance for any abatement; and

WHEREAS, Lessee has requested and City desires to provide financial relief to the Lessee to help continue airport related operations to the extent feasible at the Flagstaff Pulliam Airport.

For valid consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease is hereby amended to read as follows (additions shown as capitalized text, and deletions shown as stricken).

ARTICLE IV - RENTS is amended by adding the following:

H. RENT ABATEMENT.

1. DUE TO THE COVID-19 FLU PANDEMIC, FIXED RENT (AS DEFINED IN SECTION IV.A OF THE RENTAL CAR CONCESSION/LEASE AGREEMENT) AND MINIMUM ANNUAL GUARANTEE (AS DEFINED IN SECTION IV.B.2 OF THE RENTAL CAR CONCESSION/LEASE AGREEMENT) SHALL BE ABATED COMMENCING APRIL 1, 2020 AND CONTINUING THROUGH SEPTEMBER 30, 2020 AND ANY EXTENSION PERIOD ('"ABATEMENT PERIOD"), AND NO RENT, LATE PENALTY OR INTEREST SHALL BE OWED OR PAYABLE FOR THIS PERIOD; PROVIDED, HOWEVER:

   (a) IN THE EVENT LESSEE RECEIVES OTHER GOVERNMENTAL RELIEF OR INSURANCE RECOVERY RELATED TO THE COVID-19 PANDEMIC, LESSEE SHALL PROMPTLY NOTIFY CITY;

   (b) IN THE EVENT LESSEE BECOMES INSOLVENT, OR IS NAMED AS THE DEBTOR IN A VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDING THIS SECTION H

OF ARTICLE IV IS VOID AND RENT WILL RESUME UNDER ARTICLE IV ON THE FIRST DAY OF THE FOLLOWING MONTH;

(c) LESSEE SHALL CONTINUE TO OFFER RENTAL CARS TO THE TRAVELING PUBLIC TO AND FROM THE FLAGSTAFF PULLIAM AIRPORT DURING THE ABATEMENT PERIOD;

(d) LESSEE SHALL CONTINUE TO MAKE CONCESSION FEE PAYMENTS AS REQUIRED UNDER SECTION IV.B.1

2. EXTENSIONS.

THE PARTIES MAY MUTUALLY AGREE IN WRITING TO EXTEND THIS ABATEMENT PERIOD FOR UP TO TWO (2) ADDITIONAL THREE (3) MONTH PERIODS. THE CITY MANAGER MAY EXECUTE ANY SUCH EXTENSION ON BEHALF OF THE CITY OF FLAGSTAFF WITHOUT FURTER COUNCIL APPROVAL, AFTER DUE CONSIDERATION OF THE FACTORS SET FORTH BELOW IN SECTION H.3 MUTUAL WARRANTIES.

3. MUTUAL WARRANTIES.

EACH PARTY CONFIRMS AND WARRANTS, WITHOUT INVESTIGATION, TO THE OTHER PARTY:

- RENT RELIEF IS NECESSARY DUE TO CHANGED CIRCUMSTANCES CAUSED BY THE PUBLIC HEALTH EMERGENCY;
- IN THE EVENT RENT RELIEF WILL HAVE THE EFFECT OF SHIFTING COSTS BETWEEN AIRPORT TENANTS AND USERS, THE PARTIES WILL MEET TO DISCUSS THE EQUITIES, ENDEAVOR TO REACH A CONSENSUS BETWEEN ALL AIRPORT USERS AND ADJUST RENT OBLIGATIONS ACCORDINGLY;
- THERE IS A REASONABLE BASIS FOR RENT RELIEF BECAUSE UNDERLYING AIRLINE PASSENGER VOLUMES AND, THUS, REVENUES THAT ARE A BASIS FOR THE CURRENT RENT HAVE SIGNIFICANTLY DECLINED.

EACH PARTY UNDERSTANDS THAT THE RENT RELEIF PROVIDED HEREIN MUST NOT HAVE THE AFFECT OF CAUSING ANY VIOLATION OF THE GRANT ASSURANCES 22 AND 24 (AS WELL AS RELATED STATUTES) AND EACH PARTY AGREES THAT IF THE RENT RELIEF CONTEMPLATED IN THIS AGREEMENT DOES VIOLOATE GRANT ASSURANCES 22 AND/OR 24 THAT THE PARTIES SHALL MEET TO DISCUSS HOW TO RESOLVE THE VIOLATION.

IN ADDITION, LESSEE WARRANTS TO CITY THAT LESSEE IS SEEKING RENT RELIEF FROM ALL LANDLORDS OF LESSEE LEASES LOCATED WITHIN TWO (2) MILES OF AIRPORTS IN ARIZONA, AND UPON REQUEST OF CITY, LESSEE WILL PROVIDE CITY WITH INFORMATION AS TO RENT RELIEF BEING PROVIDED.

All other terms and conditions of the Lease shall remain in full force and effect.

LESSEE: AVIS BUDGET CAR RENTAL, LLC

By:_____

Title:_____
Its authorized representative

LESSOR: CITY OF FLAGSTAFF

By: _____

Mayor Coral Evans

Attest:

_____

By: _____

Stacy Saltzburg, City Clerk

Approved as to form:

By: _____

City Attorney's Office

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RENTAL CAR/CONCESSION LEASE AGREEMENT
AMENDMENT NO. 3
(COVID-19 Rent Relief)

This Amendment No. 3 is entered into this _____ day of May, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Enterprise Leasing Company of Phoenix, LLC, a Delaware limited liability company d/b/a Alamo Rent a Car and National Car Rental ("Lessee"), to amend the Rental Car Concession/Lease Agreement dated February 1, 2011, as previously amended by Amendment No. 1 dated April 18, 2014, and Amendment No. 2 dated May 30, 2017 (hereafter "the Lease").

WHEREAS, on January 31, 2020 the U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 flu pandemic; on March 11, 2020 Arizona Governor Douglas Ducey declared a state public health emergency, and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency;

WHEREAS, since April 2020 airline passenger traffic through the Flagstaff Pulliam Airport has practically ceased due to the COVID-19 flu pandemic, and causing an associated decline in flight revenues;

WHEREAS, on April 4, 2020 the Federal Aviation Administration ("FAA") issued "Information for airport sponsors considering COVID-19 restrictions or accommodations" states that "a decision to abate rent… is a local decision" and provides guidance for any abatement;

WHEREAS, Lessee has requested, and City desires to provide financial relief to the Lessee to help continue airport related operations to the extent feasible at the Flagstaff Pulliam Airport;

For valid consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease is hereby amended to read as follows (additions shown as capitalized text, and deletions shown as stricken);

ARTICLE IV - RENTS is amended by adding the following:

H. RENT ABATEMENT.

1. DUE TO THE COVID-19 FLU PANDEMIC, FIXED RENT (AS DEFINED IN SECTION IV.A OF THE RENTAL CAR CONCESSION/LEASE AGREEMENT) AND MINIMUM ANNUAL GUARANTEE (AS DEFINED IN SECTION IV.B.2 OF THE RENTAL CAR CONCESSION/LEASE AGREEMENT) SHALL BE ABATED COMMENCING APRIL 1, 2020 AND CONTINUING THROUGH SEPTEMBER 30, 2020 AND ANY EXTENSION PERIOD ('"ABATEMENT PERIOD"), AND NO RENT, LATE PENALTY OR INTEREST SHALL BE OWED OR PAYABLE FOR THIS PERIOD; PROVIDED, HOWEVER:

   (a) IN THE EVENT LESSEE RECEIVES OTHER GOVERNMENTAL RELIEF OR INSURANCE RECOVERY RELATED TO THE COVID-19 PANDEMIC, LESSEE SHALL PROMPTLY NOTIFY CITY.

   (b) IN THE EVENT LESSEE BECOMES INSOLVENT, OR IS NAMED AS THE DEBTOR IN A VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDING THIS SECTION H

OF ARTICLE IV IS VOID AND RENT WILL RESUME UNDER ARTICLE IV ON THE FIRST DAY OF THE FOLLOWING MONTH;

(c) LESSEE SHALL CONTINUE TO OFFER RENTAL CARS TO THE TRAVELING PUBLIC TO AND FROM THE FLAGSTAFF PULLIAM AIRPORT DURING THE ABATEMENT PERIOD.

(d) LESSEE SHALL CONTINUE TO MAKE CONCESSION FEE PAYMENTS AS REQUIRED UNDER SECTION IV.B.1

2. EXTENSIONS.

THE PARTIES MAY MUTUALLY AGREE IN WRITING TO EXTEND THIS ABATEMENT PERIOD FOR UP TO TWO (2) ADDITIONAL THREE (3) MONTH PERIODS. THE CITY MANAGER MAY EXECUTE ANY SUCH EXTENSION ON BEHALF OF THE CITY OF FLAGSTAFF WITHOUT FURTER COUNCIL APPROVAL, AFTER DUE CONSIDERATION OF THE FACTORS SET FORTH BELOW IN SECTION H.3 MUTUAL WARRANTIES.

3. MUTUAL WARRANTIES.

EACH PARTY CONFIRMS AND WARRANTS, WITHOUT INVESTIGATION, TO THE OTHER PARTY:

- RENT RELIEF IS NECESSARY DUE TO CHANGED CIRCUMSTANCES CAUSED BY THE PUBLIC HEALTH EMERGENCY;
- IN THE EVENT RENT RELIEF WILL HAVE THE EFFECT OF SHIFTING COSTS BETWEEN AIRPORT TENANTS AND USERS, THE PARTIES WILL MEET TO DISCUSS THE EQUITIES, ENDEAVOR TO REACH A CONSENSUS BETWEEN ALL AIRPORT USERS AND ADJUST RENT OBLIGATIONS ACCORDINGLY;
- THERE IS A REASONABLE BASIS FOR RENT RELIEF BECAUSE UNDERLYING AIRLINE PASSENGER VOLUMES AND, THUS, REVENUES THAT ARE A BASIS FOR THE CURRENT RENT HAVE SIGNIFICANTLY DECLINED.

EACH PARTY UNDERSTANDS THAT THE RENT RELEIF PROVIDED HEREIN MUST NOT HAVE THE AFFECT OF CAUSING ANY VIOLATION OF THE GRANT ASSURANCES 22 AND 24 (AS WELL AS RELATED STATUTES) AND EACH PARTY AGREES THAT IF THE RENT RELIEF CONTEMPLATED IN THIS AGREEMENT DOES VIOLOATE GRANT ASSURANCES 22 AND/OR 24 THAT THE PARTIES SHALL MEET TO DISCUSS HOW TO RESOLVE THE VIOLATION.

IN ADDITION, LESSEE WARRANTS TO CITY THAT LESSEE IS SEEKING RENT RELIEF FROM ALL LANDLORDS OF LESSEE LEASES LOCATED WITHIN TWO (2) MILES OF AIRPORTS IN ARIZONA, AND UPON REQUEST OF CITY, LESSEE WILL PROVIDE CITY WITH INFORMATION AS TO RENT RELIEF BEING PROVIDED.

All other terms and conditions of the Lease shall remain in full force and effect.

LESSEEE: ENTERPRISE LEASING COMPANY OF PHOENIX, LLC D/B/A ALAMO RENT A CAR AND NATIONAL CAR RENTAL

_____

By:_____

Kevin Cooper, Vice President/General Manager

LESSOR: CITY OF FLAGSTAFF

By: _____

Mayor Coral Evans

Attest:

By: _____

Stacy Saltzburg, City Clerk

Approved as to form:

By: _____

City Attorney's Office

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RENTAL CAR/CONCESSION LEASE AGREEMENT
AMENDMENT NO. 3
(COVID-19 Rent Abatement)

This Amendment No. 3 is entered into this _____ day of May, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and The Hertz Corporation, a New Jersey corporation ("Lessee"), to amend the Rental Car Concession/Lease Agreement dated February 1, 2011, as previously amended by Amendment No. 1 dated April 18, 2014, and Amendment No. 2 dated May 30, 2017 (hereafter "the Lease").

WHEREAS, on January 31, 2020 U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 flu pandemic; on March 11, 2020 Arizona Government Douglas Ducey declared a state public health emergency, and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency; and

WHEREAS, since April 2020 airline passenger traffic through the Flagstaff Pulliam Airport has practically ceased due to the COVID-19 flu pandemic, causing an associated decline in flight revenues; and

WHEREAS, on April 4, 2020 the Federal Aviation Administration ("FAA") issued "Information for airport sponsors considering COVID-19 restrictions or accommodations" which states that "a decision to abate rent…is a local decision" and provides guidance for any abatement; and

WHEREAS, Lessee has requested and City desires to provide financial relief to the Lessee to help continue airport related operations to the extent feasible at the Flagstaff Pulliam Airport.

For valid consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease is hereby amended to read as follows (additions shown as capitalized text, and deletions shown as stricken).

ARTICLE IV - RENTS is amended by adding the following:

H. RENT ABATEMENT.

1. DUE TO THE COVID-19 FLU PANDEMIC, FIXED RENT (AS DEFINED IN SECTION IV.A OF THE RENTAL CAR CONCESSION/LEASE AGREEMENT) AND MINIMUM ANNUAL GUARANTEE (AS DEFINED IN SECTION IV.B.2 OF THE RENTAL CAR CONCESSION/LEASE AGREEMENT) SHALL BE ABATED COMMENCING APRIL 1, 2020 AND CONTINUING THROUGH SEPTEMBER 30, 2020 AND ANY EXTENSION PERIOD ('"ABATEMENT PERIOD"), AND NO RENT, LATE PENALTY OR INTEREST SHALL BE OWED OR PAYABLE FOR THIS PERIOD; PROVIDED, HOWEVER:

   (a) IN THE EVENT LESSEE RECEIVES OTHER GOVERNMENTAL RELIEF OR INSURANCE RECOVERY RELATED TO THE COVID-19 PANDEMIC, LESSEE SHALL PROMPTLY NOTIFY CITY;

   (b) IN THE EVENT LESSEE BECOMES INSOLVENT, OR IS NAMED AS THE DEBTOR IN A VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDING THIS SECTION H

OF ARTICLE IV IS VOID AND RENT WILL RESUME UNDER ARTICLE IV ON THE FIRST DAY OF THE FOLLOWING MONTH;

(c) LESSEE SHALL CONTINUE TO OFFER RENTAL CARS TO THE TRAVELING PUBLIC TO AND FROM THE FLAGSTAFF PULLIAM AIRPORT DURING THE ABATEMENT PERIOD;

(d) LESSEE SHALL CONTINUE TO MAKE CONCESSION FEE PAYMENTS AS REQUIRED UNDER SECTION IV.B.1

2. EXTENSIONS.

THE PARTIES MAY MUTUALLY AGREE IN WRITING TO EXTEND THIS ABATEMENT PERIOD FOR UP TO TWO (2) ADDITIONAL THREE (3) MONTH PERIODS. THE CITY MANAGER MAY EXECUTE ANY SUCH EXTENSION ON BEHALF OF THE CITY OF FLAGSTAFF WITHOUT FURTER COUNCIL APPROVAL, AFTER DUE CONSIDERATION OF THE FACTORS SET FORTH BELOW IN SECTION H.3 MUTUAL WARRANTIES.

3. MUTUAL WARRANTIES.

EACH PARTY CONFIRMS AND WARRANTS, WITHOUT INVESTIGATION, TO THE OTHER PARTY:

- RENT RELIEF IS NECESSARY DUE TO CHANGED CIRCUMSTANCES CAUSED BY THE PUBLIC HEALTH EMERGENCY;
- IN THE EVENT RENT RELIEF WILL HAVE THE EFFECT OF SHIFTING COSTS BETWEEN AIRPORT TENANTS AND USERS, THE PARTIES WILL MEET TO DISCUSS THE EQUITIES, ENDEAVOR TO REACH A CONSENSUS BETWEEN ALL AIRPORT USERS AND ADJUST RENT OBLIGATIONS ACCORDINGLY;
- THERE IS A REASONABLE BASIS FOR RENT RELIEF BECAUSE UNDERLYING AIRLINE PASSENGER VOLUMES AND, THUS, REVENUES THAT ARE A BASIS FOR THE CURRENT RENT HAVE SIGNIFICANTLY DECLINED.

EACH PARTY UNDERSTANDS THAT THE RENT RELEIF PROVIDED HEREIN MUST NOT HAVE THE AFFECT OF CAUSING ANY VIOLATION OF THE GRANT ASSURANCES 22 AND 24 (AS WELL AS RELATED STATUTES) AND EACH PARTY AGREES THAT IF THE RENT RELIEF CONTEMPLATED IN THIS AGREEMENT DOES VIOLOATE GRANT ASSURANCES 22 AND/OR 24 THAT THE PARTIES SHALL MEET TO DISCUSS HOW TO RESOLVE THE VIOLATION.

IN ADDITION, LESSEE WARRANTS TO CITY THAT LESSEE IS SEEKING RENT RELIEF FROM ALL LANDLORDS OF LESSEE LEASES LOCATED WITHIN TWO (2) MILES OF AIRPORTS IN ARIZONA, AND UPON REQUEST OF CITY, LESSEE WILL PROVIDE CITY WITH INFORMATION AS TO RENT RELIEF BEING PROVIDED.

All other terms and conditions of the Lease shall remain in full force and effect.

LESSSEE: The Hertz Corporation

By:_____

Title:_____
Its authorized representative

LESSOR: CITY OF FLAGSTAFF

By:_____

Attest:

By: _____
Stacy Saltzburg, City Clerk

Approved as to form:

By: _____
City Attorney's Office

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PULLIAM AIRPORT LEASE AGREEMENT
AMENDMENT NO. 1
(COVID-19 Rent and Fee Relief)

This Amendment No. 1 is entered into this _____ day of May, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and United Airlines, Inc., an Illinois corporation ("Airline"), to amend the Pulliam Airport Lease Agreement dated March 31, 2019 ("the Lease").

WHEREAS, on January 31, 2020 U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 flu pandemic; on March 11, 2020 Arizona Government Douglas Ducey declared a state public health emergency, and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency; and

WHEREAS, since April 2020 airline passenger traffic through the Flagstaff Pulliam Airport has practically ceased due to the COVID-19 flu pandemic, causing an associated decline in flight revenues; and

WHEREAS, on April 4, 2020, the Federal Aviation Administration ("FAA") issued "Information for airport sponsors considering COVID-19 restrictions or accommodations" which states that "a decision to abate rent…is a local decision" and provides guidance for any abatement; and

WHEREAS, Airline has requested and City desires to provide financial relief to the Airline to help continue airport related operations to serve the traveling public at the Flagstaff Pulliam Airport;

For valid consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease is hereby amended to read as follows (additions shown as capitalized text, and deletions shown as stricken).

Article 6. Rents, Fees and Utilities is amended by adding the following:

6.07 RENTAL AMOUNT. STORAGE, AND LANDING FEES ABATEMENT. DUE TO THE COVID-19 FLU PANDEMIC, COMMENCING APRIL 1, 2020 AND CONTINUING THROUGH SEPTEMBER 30, 2020 AND ANY APPROVED EXTENSION PERIODS (COLLECTIVELY "ABATEMENT PERIOD"), NO RENTAL AMOUNT, STORAGE FEE, LANDING FEE (AS DEFINED IN SECTIONS 6.01, 6.01.1, AND 6.02 RESPECTIVELY), NOR LATE PENALTY OR INTEREST SHALL BE OWED OR PAYABLE; PROVIDED, HOWEVER:

(a) IN THE EVENT AIRLINE RECEIVES OTHER GOVERNMENTAL RELIEF OR INSURANCE RECOVERY, AIRLINE SHALL PROMPTLY NOTIFY CITY.

(b) IN THE EVENT AIRLINE BECOMES INSOLVENT, OR IS NAMED AS THE DEBTOR IN A VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDING, THIS SECTION 6.07 IS VOID AND ALL PAYMENTS SHALL RESUME UNDER ARTICLE 6 ON THE FIRST DAY OF THE FOLLOWING MONTH.

(c) AIRLINE SHALL CONTINUE TO OFFER FLIGHTS TO THE TRAVELING PUBLIC TO AND FROM THE FLAGSTAFF PULLIAM AIRPORT DURING THE ABATEMENT PERIOD.

6.07.1 EXTENSIONS. THE PARTIES MAY MUTUALLY AGREE IN WRITING TO EXTEND THIS RENT ABATEMENT AND/OR WAIVER OF LANDING FEES FOR UP TO TWO (2) ADDITIONAL THREE (3) MONTH PERIODS. THE CITY MANAGER MAY EXECUTE ANY SUCH EXTENSION ON BEHALF OF THE CITY OF FLAGSTAFF, AFTER DUE CONSIDERATION OF THE FACTORS SET FORTH BELOW IN SECTION 6.07.2 MUTUAL WARRANTIES.

6.07.2 MUTUAL WARRANTIES. EACH PARTY CONFIRMS AND WARRANTS, WITHOUT INVESTIGATION, TO THE OTHER PARTY:

- RENT RELIEF IS NECESSARY DUE TO CHANGED CIRCUMSTANCES CAUSED BY THE PUBLIC HEALTH EMERGENCY;
- IN THE EVENT RENT RELIEF WILL HAVE THE EFFECT OF SHIFTING COSTS BETWEEN AIRPORT TENANTS AND USERS, THE PARTIES WILL MEET TO DISCUSS THE EQUITIES, ENDEAVOR TO REACH A CONSENSUS BETWEEN ALL AIRPORT USERS AND ADJUST RENT OBLIGATIONS ACCORDINGLY;
- THERE IS A REASONABLE BASIS FOR RENT RELIEF BECAUSE UNDERLYING AIRLINE PASSENGER VOLUMES AND, THUS, REVENUES THAT ARE A BASIS FOR THE CURRENT RENT HAVE SIGNIFICANTLY DECLINED.

EACH PARTY UNDERSTANDS THAT THE RENT RELEIF PROVIDED HEREIN MUST NOT HAVE THE AFFECT OF CAUSING ANY VIOLATION OF THE GRANT ASSURANCES 22 AND 24 (AS WELL AS RELATED STATUTES) AND EACH PARTY AGREES THAT IF THE RENT RELIEF CONTEMPLATED IN THIS AGREEMENT DOES VIOLOATE GRANT ASSURANCES 22 AND/OR 24 THAT THE PARTIES SHALL MEET TO DISCUSS HOW TO RESOLVE THE VIOLATION.

IN ADDITION, LESSEE WARRANTS TO CITY THAT LESSEE IS SEEKING RENT RELIEF FROM ALL LANDLORDS OF LESSEE LEASES LOCATED WITHIN TWO (2) MILES OF AIRPORTS IN ARIZONA, AND UPON REQUEST OF CITY, LESSEE WILL PROVIDE CITY WITH INFORMATION AS TO RENT RELIEF BEING PROVIDED.

All other terms and conditions of the Lease shall remain in full force and effect.

LESSEE: UNITED AIRLINES, INC.

By:_____

Title:_____
Its authorized representative

LESSOR: CITY OF FLAGSTAFF

By:_____
Mayor Coral Evans

Attest:

By: _____

Stacy Saltzburg, City Clerk

Approved as to form:

By:_____
City Attorney's Office

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SECOND ADDENDUM TO THE AIRPORT LEASE AGREEMENT
(Fixed Base Operator – COVID-19 Rent Abatement)

This Second Addendum is entered into this _____ day of May, 2020 by and between the CITY OF FLAGSTAFF, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Wiseman Aviation, Inc., an Arizona corporation ("Lessee"), to the Airport Lease Agreement dated July 16, 1997, as amended by the First Addendum dated September 21, 2009, and as extended on April 1, 2017 through July 15, 2022 (hereafter "the Lease").

RECITALS:

WHEREAS, on January 31, 2020 U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 flu pandemic; on March 11, 2020 Arizona Government Douglas Ducey declared a state public health emergency, and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency;

WHEREAS, since April 2020 airline passenger traffic through the Flagstaff Pulliam Airport has practically ceased due to the COVID-19 flu pandemic, causing an associated decline in flight revenues; and

WHEREAS, on April 4, 2020 the Federal Aviation Administration ("FAA") issued "Information for airport sponsors considering COVID-19 restrictions or accommodations" which states that "a decision to abate rent…is a local decision" and provides guidance for any abatement; and

WHEREAS, Lessee has requested and City desires to provide financial relief to the Lessee to help preserve continued airport related operations to the extent feasible at the Flagstaff Pulliam Airport;

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease is hereby amended as follows.

Article V RENTAL AND FEES is amended by adding the following text (additions are shown as capitalized, underlined text, deletions are shown as stricken):

5.0 TEMPORARY RENT ABATEMENT

5.0.1 ABATEMENT.

DUE TO THE COVID-19 FLU PANDEMIC, BASE RENTAL, ADDITIONAL RENTAL, FUEL FLOWAGE FEES, TIE DOWN FEES, AND MINIMUM PAYMENT (ALL AS DEFINED IN SECTION 5.1) SHALL BE ABATED COMMENCING APRIL 1, 2020 AND CONTINUING THROUGH SEPTEMBER 30, 2020 AND ANY APPROVED EXTENSION PERIOD ('"ABATEMENT PERIOD"), AND NO BASE RENTAL, ADDITIONAL RENTAL, FUEL FLOWAGE FEES, TIE DOWN FEES, MINIMUM PAYMENT, NOR LATE PENALTY OR INTEREST, SHALL BE OWED OR PAYABLE FOR THIS PERIOD; PROVIDED, HOWEVER:

(a) IN THE EVENT LESSEE RECEIVES OTHER GOVERNMENTAL RELIEF OR INSURANCE RECOVERY RELATED TO THE COVID-19 PANDEMIC, LESSEE SHALL PROMPTLY NOTIFY CITY.

(b) IN THE EVENT LESSEE BECOMES INSOLVENT, OR IS NAMED AS THE DEBTOR IN A VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDING, THIS SECTION 5.0 OF ARTICLE V IS VOID AND ALL PAYMENT OBLIGATIONS WILL RESUME UNDER ARTICLE V ON THE FIRST DAY OF THE FOLLOWING MONTH.

(c) LESSEE SHALL CONTINUE TO OFFER FIXED BASE OPERATOR SERVICES AT THE FLAGSTAFF PULLIAM AIRPORT DURING THE ABATEMENT PERIOD.

(d) FUEL FLOWAGE FEES SHALL NOT BE ABATED UNLESS THE CITY COUNCIL, IN ITS SOLE DISCRETION, AMENDS THE CITY CODE TO ALLOW SUCH ABATEMENT.

5.0.2 EXTENSIONS.

THE PARTIES MAY MUTUALLY AGREE IN WRITING TO EXTEND THIS ABATEMENT PERIOD FOR UP TO TWO (2) ADDITIONAL THREE (3) MONTH TERMS. THE CITY MANAGER MAY EXECUTE ANY SUCH EXTENSION ON BEHALF OF THE CITY OF FLAGSTAFF WITHOUT FURTER COUNCIL APPROVAL, AFTER DUE CONSIDERATION OF THE FACTORS SET FORTH BELOW IN SUBSECTION 5.0.3 MUTUAL WARRANTIES.

5.0.3 MUTUAL WARRANTIES.

EACH PARTY WARRANTS, WITHOUT INVESTIGATION, TO THE OTHER PARTY:

- RENT RELIEF IS NECESSARY DUE TO CHANGED CIRCUMSTANCES CAUSED BY THE PUBLIC HEALTH EMERGENCY;
- IN THE EVENT RENT RELIEF WILL HAVE THE EFFECT OF SHIFTING COSTS BETWEEN AIRPORT TENANTS AND USERS, THE PARTIES WILL MEET TO DISCUSS THE EQUITIES, ENDEAVOR TO REACH A CONSENSUS BETWEEN ALL AIRPORT USERS AND ADJUST RENT OBLIGATIONS ACCORDINGLY;
- THERE IS A REASONABLE BASIS FOR RENT RELIEF BECAUSE UNDERLYING AIRLINE REVENUES THAT ARE A BASIS FOR THE CURRENT RENT HAVE SIGNIFICANTLY DECLINED.

EACH PARTY UNDERSTANDS THAT THE RENT RELIEF PROVIDED HEREIN MUST NOT HAVE THE EFFECT OF CAUSING ANY VIOLATION OF THE

GRANT ASSURANCES 22 AND 24 (AS WELL AS RELATED STATUTES) AND EACH PARTY AGREES THAT IF THE RENT RELIEF CONTEMPLATED IN THIS AGREEMENT DOES VIOLATE GRANT ASSURANCES 22 AND/OR 24, THAT THE PARTIES SHALL MEET TO DISCUSS HOW TO RESOLVE THE VIOLATION.

LESSEE WARRANTS TO CITY THAT LESSEE IS SEEKING RENT RELIEF FROM ALL LANDLORDS OF LESSEE AT AIRPORTS IN ARIZONA, IF ANY. UPON REQUEST OF CITY, LEESSEE WILL PROVIDE CITY WITH INFORMATION AS TO RENT RELIEF BEING PROVIDED.

5.1 Rental and Fees. The Lessee agrees to pay the Lessor, for the use and enjoyment of the Premises, Public Airport Facilities, rights, licenses, services and privileges granted hereunder, the following rentals, fees, and charges.

5.1.1 Base Rental. The Lessee agrees to pay $373.00 per month for the first twelve (12) months after the date Lessee commences any aviation related business on the Premises pursuant to the terms of this Agreement. The Lessee agrees to pay $745.00 per month for the second twelve (12) month period and $1,117.00 per month for the third twelve (12) month period and $1,489.00 per month for the fourth twelve (12) month period and $1,861.00 per month for the fifth (12) month period for the Property. Each monthly payment together with any additional rental as provided herein shall be payable in advance on the first day of each month, with the first month's rental to be pro-rated on a daily basis, if appropriate. If, during the remaining term of this Agreement, beginning at the commencement of the sixth (6) year and each succeeding year, the National Consumer Price Index, published by the United States Bureau of Labor Statistics, shows a rise in the cost of living index for , the Lessee shall pay to the Lessor, as additional base rental, such percentage of the rent as is proportional to the rise in such index from its level for each year remaining under this Agreement. In no event shall the base rental for year six through the duration of the Lease term be less than the rental amount established for the fifth year of this Agreement.

5.1.2 Additional Rental. In addition to the Base Rental, the Lessee shall pay to the Lessor, as additional rental, an amount representing Five Dollars ($5.00) for each rental tie-down unit on the Premises payable within thirty (30) days after each calendar month of the term hereof; provided, however, that said additional rental amount shall be paid to the Lessor only if the tie-down is rented to a third party on a long term lease (defined as a term of one month or more) and the City tie-downs are not fully utilized.

5.1.3 Business Permits. The Lessee agrees to pay the Lessor an Annual Airport Business Permit fee of One Hundred and Twenty Dollars ($120.00) and each Sublease Tenant shall pay an Annual Airport Business Permit fee of Three Hundred Dollars ($300.00) payable on or before the fifteenth day of January for each year the Lessee and any sublease tenants conduct business operations on the Premises.

5.1.4 Fuel Supply Farm. The Lessee may construct, maintain, and operate a fuel supply farm on the Premises. In the alternative, Lessee may lease tankage space from the City at a rate to be agreed upon by the companies.

5.1.5 Fuel Flowage Fees. The following fuel flowage fees shall be paid on a cumulative basis to Lessor during Lessor's fiscal year for each year Lessee conducts operations pursuant to this Agreement based on the Lessee's bid:

1. 0 - 100,000 gallons $.10
2. 100,001 - 150,000 gallons $.09
3. 150,001 - 200,000 gallons $.08
4. 200,001 gallons and above $.07

All fuel flowage fees shall be paid within thirty (30) days following receipt of Lessor's monthly invoice respecting same.

All rates agreed upon by the parties relative to fuel flowage fees shall be subject to an annual rise in the cost of living for Flagstaff Arizona based on the National Consumer Price Index, published by the United States Bureau of Labor Statistics commencing after the fifth year of Lessee's operations.

5.1.6 Tie Down Fees. The Lessee agrees to pay Lessor one-half (1/2) of all tie down fees received in connection with the tie down of aircraft for any period of time under three consecutive months. Lessee acknowledges that the owners/operators of aircraft that utilize any portion of the Public Airport Facilities for tie down services in excess of three (3) consecutive months shall be considered a permanent user of the Airport and, as such, become the sole customer of the Lessor. Lessor is entitled to receive all tie down fees in connection with tie down services provided to permanent users. Lessee shall report all tie down fees received on a monthly basis to Lessor and shall remit 50% of said tie down fees to Lessor within 30 days after each calendar month of the term of this Agreement.

5.1.7 Minimum Payment Required. In recognition of the Lessee's financial constraints and desire to continue providing services at Flagstaff Pulliam Airport, the Lessor agrees to allow Lessee to make minimum monthly payments on its outstanding balance in the amount of $3,780.00 beginning September 20, 2009 and due on or before the 20th of each subsequent month. Said payments shall continue for a period of 18 months or until such time as the outstanding balance is paid in full. Further, Lessee agrees to submit timely payments for current monthly rent and fuel flowage fees due on or before the 20th of each month. The Lessee shall make the following payments to the Lessor on or before the 20th of each month:

Arrearage Payment.	3780.00	
Base Rental.....	2161.40	(to be adjusted yearly per the CPI formula set forth in Section 5.1.1 of the Lease Agreement)

Fuel Flowage Fees	TBD	(based on rates set forth in Section 5 .1.5 of the Lease Agreement)

The Lessee acknowledges and agrees that Lessee's failure to make timely payments to the Lessor, as provided herein, shall constitute a material breach of the Lease Agreement and shall entitle the Lessor to seek the rights and remedies set forth in Article XV, TERMINATION BY LESSOR, of the Lease Agreement.

All other terms and conditions of the Lease remain unchanged.

LESSEE: Wiseman Aviation, Inc.

By: _____
Title: _____
Its authorized representative

ACKNOWLEDGMENT. On this ____ day of _____, 2020, before me, a Notary Public, personally appeared_____ , known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Peabody Western Coal Company, for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

[Lessor signature page follows]

LESSOR: CITY OF FLAGSTAFF

By: _____
Coral Evans, Mayor

STATE OF ARIZONA }
} ss.
County of Coconino }

ACKNOWLEDGMENT. On this ____ day of _____, 2020, before me, a Notary Public, personally appeared Coral Evans, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

Attest:

By: _____
Stacy Saltzburg, City Clerk

Approved as to form:

By: _____
City Attorney's Office

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SECOND AMENDMENT TO THE AIRPORT LEASE AGREEMENT
(Hangar, Offices, Fuel Supply Farm – COVID-19 Rent Abatement)

This Second Amendment to the Airport Lease Agreement dated November 14th, 2000 ("Lease"), as amended by the First Amendment dated November 19, 2019 is entered into this _____ day of May, 2020 by and between the CITY OF FLAGSTAFF, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Wiseman Aviation, Inc., an Arizona corporation ("Lessee"), as successor in interest to Peabody Western Coal Company.

RECITALS:

WHEREAS, on January 31, 2020 U.S. Secretary of Health and Human Services declared a public health emergency as a result of the COVID-19 flu pandemic; on March 11, 2020 Arizona Government Douglas Ducey declared a state public health emergency, and on March 15, 2020 Flagstaff Mayor Coral Evans declared a local public health emergency;

WHEREAS, since April 2020 airline passenger traffic through the Flagstaff Pulliam Airport has practically ceased due to the COVID-19 flu pandemic, causing an associated decline in flight revenues; and

WHEREAS, on April 4, 2020 the Federal Aviation Administration ("FAA") issued "Information for airport sponsors considering COVID-19 restrictions or accommodations" which states that "a decision to abate rent…is a local decision" and provides guidance for any abatement; and

WHEREAS, Lessee has requested and City desires to provide financial relief to the Lessee to help preserve continued airport related operations to the extent feasible at the Flagstaff Pulliam Airport;

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease is hereby amended as follows.

Article IV is amended by adding the following text (additions are shown as capitalized, underlined text)

4.0 TEMPORARY RENT ABATEMENT

4.0.1 ABATEMENT.

DUE TO THE COVID-19 FLU PANDEMIC, GROUND RENTAL, FUEL FLOWAGE FEES, (ALL AS DEFINED IN SECTION 4.1) SHALL BE ABATED COMMENCING APRIL 1, 2020 AND CONTINUING THROUGH SEPTEMBER 30, 2020 AND ANY APPROVED EXTENSION PERIOD ("'ABATEMENT PERIOD"), AND NO GROUND RENTAL, FUEL FLOWAGE FEES, NOR LATE PENALTY OR INTEREST, SHALL BE OWED OR PAYABLE FOR THIS PERIOD; PROVIDED, HOWEVER:

(a) IN THE EVENT LESSEE RECEIVES OTHER GOVERNMENTAL RELIEF OR INSURANCE RECOVERY RELATED TO THE COVID-19 PANDEMIC, LESSEE SHALL PROMPTLY NOTIFY CITY.

(b) IN THE EVENT LESSEE BECOMES INSOLVENT, OR IS NAMED AS THE DEBTOR IN A VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDING, THIS SECTION 4.0 OF ARTICLE IV IS VOID AND ALL PAYMENT OBLIGATIONS WILL RESUME UNDER ARTICLE IV ON THE FIRST DAY OF THE FOLLOWING MONTH.

(c) LESSEE SHALL CONTINUE TO OFFER SERVICES AT THE FLAGSTAFF PULLIAM AIRPORT DURING THE ABATEMENT PERIOD.

(d) FUEL FLOWAGE FEES SHALL NOT BE ABATED UNLESS THE CITY COUNCIL, IN ITS SOLE DISCRETION, AMENDS THE CITY CODE TO ALLOW SUCH ABATEMENT.

4.0.2 EXTENSIONS.

THE PARTIES MAY MUTUALLY AGREE IN WRITING TO EXTEND THIS ABATEMENT PERIOD FOR UP TO TWO (2) ADDITIONAL THREE (3) MONTH TERMS. THE CITY MANAGER MAY EXECUTE ANY SUCH EXTENSION ON BEHALF OF THE CITY OF FLAGSTAFF WITHOUT FURTER COUNCIL APPROVAL, AFTER DUE CONSIDERATION OF THE FACTORS SET FORTH BELOW IN SUBSECTION 4.0.3 MUTUAL WARRANTIES.

4.0.3 MUTUAL WARRANTIES.

EACH PARTY WARRANTS, WITHOUT INVESTIGATION, TO THE OTHER PARTY:

- RENT RELIEF IS NECESSARY DUE TO CHANGED CIRCUMSTANCES CAUSED BY THE PUBLIC HEALTH EMERGENCY;
- IN THE EVENT RENT RELIEF WILL HAVE THE EFFECT OF SHIFTING COSTS BETWEEN AIRPORT TENANTS AND USERS, THE PARTIES WILL MEET TO DISCUSS THE EQUITIES, ENDEAVOR TO REACH A CONSENSUS BETWEEN ALL AIRPORT USERS AND ADJUST RENT OBLIGATIONS ACCORDINGLY;
- THERE IS A REASONABLE BASIS FOR RENT RELIEF BECAUSE UNDERLYING AIRLINE REVENUES THAT ARE A BASIS FOR THE CURRENT RENT HAVE SIGNIFICANTLY DECLINED.

EACH PARTY UNDERSTANDS THAT THE RENT RELIEF PROVIDED HEREIN MUST NOT HAVE THE EFFECT OF CAUSING ANY VIOLATION OF THE GRANT ASSURANCES 22 AND 24 (AS WELL AS RELATED STATUTES) AND EACH PARTY AGREES THAT IF THE RENT RELIEF CONTEMPLATED IN THIS AGREEMENT DOES VIOLATE GRANT ASSURANCES 22 AND/OR 24,

THAT THE PARTIES SHALL MEET TO DISCUSS HOW TO RESOLVE THE VIOLATION.

LESSEE WARRANTS TO CITY THAT LESSEE IS SEEKING RENT RELIEF FROM ALL LANDLORDS OF LESSEE AT AIRPORTS IN ARIZONA, IF ANY. UPON REQUEST OF CITY, LEESSEE WILL PROVIDE CITY WITH INFORMATION AS TO RENT RELIEF BEING PROVIDED.

4.1 Rental and Fees.

The Lessees agrees to pay the City, for the use and enjoyment of the Premises, Public Airport Facilities, rights, licenses, service and privileges granted hereunder the following rentals, fees, and charges.

4.1.1 Ground Rental

Lessee shall pay to the City ground rental, plus any applicable transaction privilege taxes. Rent is due annually in advance. As of November 14, 2019 rent will be the sum of twenty-five thousand eleven dollars and 80 cents ($25,011.80), or approximately $ .291 per square foot. Rent will increase by 2% annually on the Lease anniversary date.

4.1.3 Fuel Flowage Fees.

The fuel flowage fees per gallon as of November 14, 2019 are:

1-100,000 gallons:	$0.1345
100,001-150,000 gallons:	$0.1207
150,001-200,000 gallons:	$0.1072
200,001- above gallons:	$0.0940

Lessee shall pay the following fuel flowage fees on a cumulative basis to the City during the City's fiscal year for each year Lessee conducts operations pursuant to this Lease based on the current rate at the time. Fuel flowage fees will not be combined with any other lease.

Lessee shall pay all fuel flowage fees within thirty (30) days following receipt of the City's monthly invoice respecting the same.

All rates agreed upon by the parties relative to fuel flowage fee shall be subject to escalation based upon the annual rise in the cost of living for Flagstaff, Arizona, based on the National Consumer Price Index, published by the United States Bureau of Labor Statistics.

If the City Airport Commission approves a flat fuel flowage fee, the parties may amend this lease to reflect the flat fee.

All other terms and conditions of the Lease remain unchanged.

LESSEE: Wiseman Aviation, Inc.

By: _____
Title: _____

ACKNOWLEDGMENT. On this ____ day of _____, 2020, before me, a Notary Public, personally appeared_____ , known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Wiseman Aviation, Inc., for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

LESSOR: CITY OF FLAGSTAFF

By: _____
Coral Evans, Mayor

STATE OF ARIZONA }
} ss.
County of Coconino }

ACKNOWLEDGMENT. On this ____ day of _____, 2020, before me, a Notary Public, personally appeared Coral Evans, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

Attest:

By: _____
Stacy Saltzburg, City Clerk

Approved as to form:

By: _____
City Attorney's Office

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6. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Streets Section Director
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-12: An ordinance of the City Council of the City of Flagstaff, temporarily suspending Section 8-01-001-0002 of the City Code pertaining to sidewalks; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-12 by title only for the final time
2) City Clerk reads Ordinance No. 2020-12 by title only (if approved above)
3) Adopt Ordinance No. 2020-12

Executive Summary:

The recently adopted Ordinance 2020-02 ("Sidewalk Ordinance") outlines the procedures to replace damaged sidewalks adjacent to private property. The Sidewalk Ordinance provides guidance and articulates the financial requirements of adjacent property owners. Commercial property owners are responsible for 100% of the cost to repair/replace damaged sidewalks, while residential property owners can request that the City contribute up to 50% of the cost of repair/replacement. The City contribution is contingent on funding being allocated in the annual City budget.

The Streets Section is preparing to implement the annual Overlay and Chip Seal program, which is set to begin this Summer. Staff has identified portions of adjacent sidewalks in need of repair. Pursuant to the Sidewalk Ordinance, staff is to notify the estimated 250 adjacent property owners of their respective share of the cost to repair/replace the adjacent sidewalks. However, staff also understands that the COVID-19 pandemic has caused some Flagstaff residents to experience unexpected economic hardship, which may impact their ability to cover the cost of sidewalk repair/replacement.

This issue was presented to the City Council on April 21, 2020, at which time Council directed staff to come back to Council at a later date with an ordinance that will temporarily suspend the assessment provisions for adjacent property owners for 120 days. The attached ordinance will temporarily suspend Section 8-01-001-0002 of the City Code.

Financial Impact:

The Streets Maintenance program is funded with Road Repair Street Safety (RRSS) and Highway User Revenue Funds (HURF) and are currently programmed for the improvement project in the 2019-2020 adopted budget. The sidewalk replacements are to be completed adjacent to the overlay sections and are estimated to impact approximately 250 properties. The entire cost to complete the replacements will be absorbed by the funding budgeted, as has been done historically using RRSS funds to complete the necessary work and deliver the 2020 maintenance program.

Policy Impact:

The City will bear the costs of the sidewalk replacement costs identified in the Streets Maintenance Program for a temporary time period of 120 days.

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

Complete infrastructure maintenance and provide for safe pedestrian facilities.

Has There Been Previous Council Decision on This:

Yes, it was presented and discussed at the April 21, 2020 work session.

Options and Alternatives:

1. Approve Ordinance 2020-12 as presented.
2. Amend Ordinance 2020-12 to best suit the community needs or desires.
3. Do not Approve Ordinance 2020-12 and continue with the assessment provisions as originally adopted in Ordinance 2020-02.

Attachments: Ordinance 2020-02 Sidewalk Ordinance
Ord. 2020-12

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE BY REPEALING CHAPTER 8-01, *SIDEWALKS*, AND ADOPTING A NEW CHAPTER 8-01, *SIDEWALKS*, TO PROVIDE FOR REVISED STANDARDS AND PROCEDURES; AND PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Regional Plan encourages a variety of community mobilities and the upkeep of sidewalk infrastructure to promote walkability; and

WHEREAS, the Zoning Code promotes the development and planning of sidewalk infrastructure; and

WHEREAS, the Climate Action and Adaptation Plan encourages multi-model behaviors of residents and has established goals to promote less reliance on automobiles; and

WHEREAS, well maintained sidewalk infrastructure promotes the usage and safe passage of residents and visitors to our community; and

WHEREAS, providing clear and reasonable expectations and duties of the City and property owners will result in maintained sidewalk infrastructure.

ENACTMENTS:

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

SECTION 1. The Flagstaff City Code, Title 8 *Public Ways and Property,* Chapter 8-01 *Sidewalks,* is hereby repealed in its entirety, and replaced with the following language:

CHAPTER 8-01
SIDEWALKS

SECTIONS:

8-01-001-0001 DUTY OF PROPERTY OWNER TO REPAIR ADJACENT SIDEWALKS
8-01-001-0002 NOTICE, PERMITTING, AND REPAIR OF SIDEWALKS
8-01-001-0003 DUTIES OF STREETS DIRECTOR
8-01-001-0004 CITY COST SHARE FUND

8-01-001-0001 DUTY OF PROPERTY OWNER TO REPAIR ADJACENT SIDEWALKS

A. It shall be the duty of the owner of any lot or parcel adjacent to any sidewalk within the corporate limits of the City to keep and maintain such sidewalk in good order and repair.

1. It shall not be the responsibility of property owners to repair a sidewalk adjacent to their property where a City-owned tree located in the City right-of-way is the primary cause of the damage to or need for repair of the sidewalk.

8-01-001-0002 NOTICE, PERMITTING, AND REPAIR OF SIDEWALKS

A. Notice. Whenever the condition of any sidewalk in the City is in disrepair, the Streets Director or designee ("Director") shall notify the owner of the adjacent property of such defective condition in writing and request that the owner repair the sidewalk within thirty (30) days after service of such notice or as weather permits, as determined by the Director.

1. The notice shall identify the repairs needed and be sent via certified mail to the owner of the property (or legal agent of the owner) adjacent to the sidewalk in need of repair.

B. Permit Required. The property owner shall be required to obtain a permit from the City prior to making repairs to any sidewalk pursuant to this chapter. However, there will be no charge for such permit unless the proposed work makes a change in the grade, location, or dimensions of the sidewalk.

C. Inspection. The alteration or repair of all sidewalks as called for pursuant to this chapter shall be subject to inspection by the City during construction and upon completion. All work must conform to City of Flagstaff Engineering Standards.

D. Repair by City. If the property owner fails to make the repairs identified in the notice within the time period specified in such notice, the City may repair the sidewalk and assess the cost of such repair to the adjacent property owner. Any such repairs will be contingent on the City's available funding resources for sidewalk repair in any given fiscal year.

E. Cost; Lien. In the event that the City makes any repairs to a sidewalk after failure of the responsible party to do so, the Director shall file in the office of the City Clerk a verified, itemized statement of the cost of such repairs, which statement when so filed shall be deemed and taken as prima facie evidence of the cost of such repairs or renewals. The Director shall deliver via certified mail to the property owner a copy of the itemized statement of the cost repairs. If the property owner fails to pay the assessment within forty-five (45) days after receiving notice, a lien may be filed against the adjacent property and filed with the Coconino County assessor. The City may also pursue additional collection methods and any civil remedies available to obtain restitution for the costs of said repair.

8-01-001-0003 DUTIES OF STREETS DIRECTOR

A. It shall be the duty of the Streets Director or designee ("Director") to receive and maintain a record of all complaints regarding sidewalks within the corporate limits of the City in need of repair. Within a reasonable time after receipt of said complaint, the Director shall notify the owner of the property adjacent to the sidewalk in need of repair pursuant to section 8-01-001-0002(A) above.

B. It shall be the duty of the Director to develop an inspection program that proactively identifies sidewalks in need of repair.

8-01-001-0004 CITY COST SHARE FUND

A. The City Council may provide an annual fund to assist residential property owners with the cost to repair sidewalks adjacent to their property. The cost share fund shall be contingent on the City's available funding resources for sidewalk repair in any given fiscal year.

B. Residential property owners who identify an adjacent sidewalk in need of repair, or receive notice from the City that an adjacent sidewalk is in need of repair, may request assistance from the City's cost share fund not to exceed fifty percent (50%) of the total cost of the repair.

SECTION 2. Repeal of Conflicting Ordinances

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

SECTION 3. Severability

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

SECTION 4. Clerical Corrections

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

SECTION 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of January, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, TEMPORARILY SUSPENDING SECTION 8-01-001-0002 OF THE CITY CODE PERTAINING TO SIDEWALKS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Chapter 8-01 of City Code (the "Sidewalk Ordinance") establishes that it is the duty of the owner of any lot or parcel adjacent to any sidewalk within the corporate limits of the City to keep and maintain such sidewalk in good order and repair; and

WHEREAS, Section 8-01-001-0002 of the Sidewalk Ordinance establishes a process for the City to notify property owners of sidewalks in need of repair and to assess property owners for the cost of repairing those sidewalks if the work is performed by the City; and

WHEREAS, due to the economic hardships being experienced by Flagstaff residents as a result of the COVID-19 pandemic, the City Council has determined that it is in the best of the City to suspend application of Section 8-01-001-0002 of the Sidewalk Ordinance for a period of one hundred and twenty (120) days.

ENACTMENTS:

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

SECTION 1. Pursuant to Article VII, Section 11 of the City Charter, Section 8-01-001-0002 of the Sidewalk Ordinance is hereby suspended for a period of one hundred and twenty (120) days from the effective date of this Ordinance.

SECTION 2. 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 3. 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 4. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

6. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Streets Section Director
Co-Submitter:	Adam Miele
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services Contract: for the Annual Street Maintenance and Overlay and Chip Seal Program 2020 to C and E Paving & Grading, LLC in the amount of $5,627,422.10

STAFF RECOMMENDED ACTION:

1. Approve the Annual Street Maintenance Overlay and Chip Seal Program 2020 and execute a Construction Manager at Risk (CMAR) Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $5,489,422.10;
2. Approve an Owner's Contingency of $138,000.00 (2.5% of the GMP) for a total contract amount of $5,627,422.10; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works Streets Section maintains approximately 700 lane miles of roadway surface infrastructure for the citizens, regional community members, and visitors. Roadways throughout the City vary in design and capacity. In addition to automobile travel, all modes of transportation are integrated and encouraged within the right of way. Modes of travels such as transit, bicycle, and pedestrian opportunities are prevalent and our Streets crews strives to provide transportation infrastructure that is well connected and as safe as possible for travel, regardless of the chosen mode.

The City's annual Street Maintenance Overlay and Chip Seal Program is an effort to improve aging infrastructure within our existing transportation network. Planning efforts include an evaluation of the asphalt surface, edge treatments, recent overlay project sections, roads that meet maintenance need, and road stripe engineering. Once the identified needs are prioritized, Streets utilizes funding provided from two sources to address the needs. The first source of revenue is Highway User Revenue Funds (HURF), or commonly referred to as the gas tax, a state shared revenue. The second source of revenue provided is sales tax proceeds collected as a result of the 2014 voter approved Road Repair and Street Safety Program (RRSS).

This Council action, if approved, will allow Streets to deliver the Annual Street Maintenance Overlay and Chip Seal Program 2020 utilizing local contractor C and E Paving & Grading, LLC and improve the community transportation infrastructure.

Financial Impact:

The Streets capital program was reviewed and approved in the FY 2019-2020 budget process. The total cost of the Annual Street Maintenance Overlay and Chip Seal Program 2020 is $5,627,422.10 and is funded from account numbers 040-06-162-3073-6-4443 (HURF) and 046-06-163-3321-6-4443 (RRSS) in the 2019-2020 budget.

Policy Impact:

The award of the CMAR contract with C and E Paving & Grading, LLC. will authorize the delivery of the City's Annual Street Maintenance Overlay and Chip Seal Program 2020. The overlay and chip seal project work will ensure that the City is maintaining its streets and providing for a well-protected and increased overall condition index for our roadways. Once completed this Fall, the efforts will result in an improved quality transportation network. The City of Flagstaff community continues to support initiatives creating and maintaining quality infrastructure throughout our transportation network.

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

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

Has There Been Previous Council Decision on This:

The City of Flagstaff, City Council has discussed the transportation maintenance programs and provides direction and feedback in multiple forums, such as the goal setting process, the annual budgetary process, and community service delivery expectation discussions. Clear direction has been provided to maintain our transportation system, establish asset inventory, deliver capital programs of improvement and meet the community expectations.

Options and Alternatives:

1. Approve the Construction Manager at Risk Construction Contract and 2020 Streets Maintenance Program GMP in the amount of $5,627,422.10 with C and E Paving & Grading, LLC as proposed; or
2. Request that the City continue to negotiate the scope of work and financial resources to a different outcome or expectation; or
3. Reject the Construction Manager at Risk Contract and direct staff to pursue a different type of procurement delivery method and approach to work programming.

Background/History:

The City has established an annual program to maintain existing street pavements. The program includes three major elements: non-structural upgrades of asphalt overlay, minor concrete repairs, accessibility improvements including sidewalk/ramp replacement and chip sealing.

The citizens of Flagstaff approved the Road Repair and Street Safety Maintenance Program (RRSS) (Prop. 406). This is a dedicated sales tax providing funding of $100 million over 20 years. The program has been aggressively addressing capital projects that have been identified to be in a high state of disrepair on the front end of the program with strong support for annual maintenance until the sales tax sunsets in 2034.

The overlay and chip seal street segments are selected after evaluation of the street condition using pavement management asset software. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given

an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing treatments and improvements. Chip seal techniques are also used to protect recently overlaid sections to prolong the life of the asphalt surface.

The Arizona State Legislature has authorized the use of Alternative Project Delivery Methods (APDM) as a method of project delivery. Included in these delivery methods the City of Flagstaff can select a construction team utilizing a Qualifications Based Selection process to procure construction services from a firm deemed most qualified to perform the work. The enabling legislation also allows for provision of multiple Guaranteed Maximum Prices (GMP) under a single procurement.

Recently, Council approved the award of the Design Phase Services Contract for the 2020, 2021 and 2022 programs to Peak Engineering. Working collaboratively with city staff and C and E Paving and Grading, the team develops the annual program, costing evaluation, project scheduling, design document review, prioritization of roadway segments, logistics, quantity estimating, and preparation of final construction documents.

Key Considerations:

The past performance and delivery of the Streets maintenance programs, overlay and chip seal from C and E Paving & Grading, LLC has been excellent. The ability to prioritize the projects and have a continuous conversation with the contractor in a meaningful way has resulted in cost savings, expanded work program and good quality in a timely manner. A City map identifying the last 5 years effort has been included for the City Council's review and to provide a visual understanding of the impact and successes of the work program and delivery method.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Proposition 406 approved in 2014 has been a significant and positive influence on this maintenance program. The community benefit of improving the overall road conditions saves countless staff hours for repair and thousands of dollars in temporary repairs and improves the overall roadway safety. The overlay and chip seal projects have been aggressive and targeted our most degraded streets. The projects can seem large in scope and they do cause some temporary disruption to our daily travel routines. Acceptance of the temporary disruption and inconvenience can be challenging but the long-term benefits, efficiencies of bundling of our improvements is good stewardship. Community notifications of construction programs are advertised and communicated via different mediums to provide general impacts and talking points as they relate to the project.

Community Involvement:

The community continues to support transportation related initiatives demonstrating a strong understanding of supporting a quality infrastructure. We often receive citizen feedback and public participation to support our efforts of core service delivery. In addition to the constant feedback, the voters approved the Road Repair Street Safety Program and the results have been positive.

Expanded Options and Alternatives:

1. Deny the requested action and provide direction on how to best deliver the voter approved program and dedicated funding allocation of the Streets Maintenance Overlay and Chip Seal Program 2020; or
2. Discontinue the use of the CMAR process and request that procurement present alternative project delivery methods for the Streets Maintenance Program 2020.

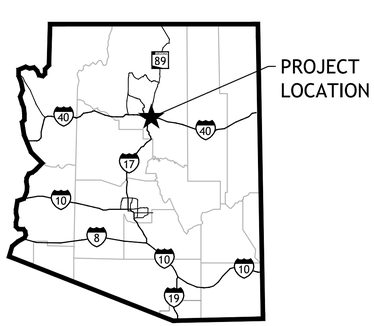
Attachments: Exhibit A
CMAR Construction Contract
Contract Exhibit B - GMP
Contract Exhibit C - Specifications
Contract Contingency Justification DB-CMAR V3

CITY OF FLAGSTAFF
2020 STREET MAINTENANCE PROGRAM

COF PROJECT NUMBER 01-20001

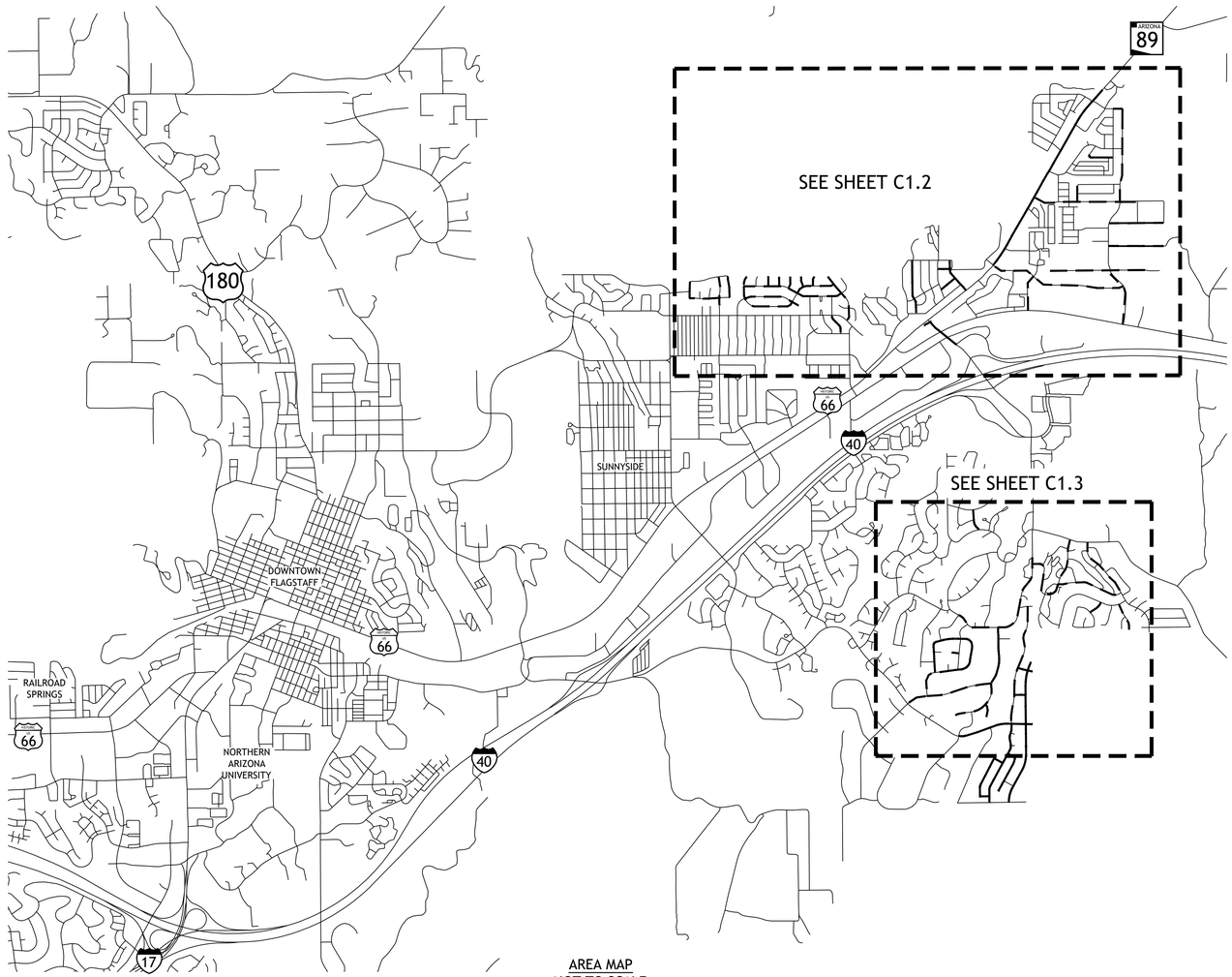
CIVIL IMPROVEMENTS SHEET INDEX

C1.0 COVER
C1.1 NOTES AND LEGEND
C1.2 PROJECT MAP NORTH
C1.3 PROJECT MAP SOUTH
C1.4 DETAILS
C1.5 IMPROVEMENT SCHEDULE



PROJECT LOCATION

VICINITY MAP
NOT TO SCALE



AREA MAP
NOT TO SCALE

OWNER	***CIVIL ENGINEER***
CITY OF FLAGSTAFF	Peak Engineering,Inc.
211 W Aspen Ave.	110 N. Agassiz Street
Flagstaff, AZ 86001	Flagstaff, AZ 86001
Contact: Adam Miele, P.E.	Contact: Sam Heffelfinger, P.E. or Thomas E. Smith, P.E.
Phone: 928-213-2108	Phone: (928) 774-4046

CITY OF FLAGSTAFF APPROVALS

THE CITY OF FLAGSTAFF APPROVES THESE PLANS FOR CONCEPT ONLY AND SHALL NOT BE LIABLE FOR ERRORS OR OMISSIONS OF THE DESIGN ENGINEER.

City Engineer — DATE

City Public Works Director — DATE

UTILITY ACKNOWLEDGEMENTS

Approval Letter On-File	04/23/2020
CENTURY LINK	DATE
Approval Letter On-File	04/29/2020
UniSource Energy	DATE
Approval Letter On-File	04/22/2020
APS	DATE
Approval Letter	
SUDDENLINK	DATE

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Peak ENGINEERING, INC.
Connecting Place to People

Registered Professional Engineer (Civil) CERTIFICATE NO. 60461 SAM A. HEFFELFINGER DATE SIGNED ARIZONA U.S.A.

CITY OF FLAGSTAFF
2020 STREET MAINTENANCE PROGRAM
COVER
COF PROJECT NO. 01-20001

JOB NO:20COF-01 | BY:SAH/CBW
DATE: APRIL 2020 | CHECKED:SAH

SHEET **C1.0**

ENGINEER'S GENERAL NOTES

The work shall be done in accordance with the most current edition(s) of the following specifications and these plans.

- City of Flagstaff (COF) Engineering Design & Construction Standards
- Maricopa Association of Governments (MAG): Uniform Standard Specifications & Standard Details for Public Works Construction
- Manual on Uniform Traffic Control Devices (MUTCD)
- Arizona Department of Transportation Standard Specifications for Road and Bridge Construction

It is the Contractor's responsibility to obtain copies of the above Standards, Specifications and Details as well as all other standards and specifications referenced by or necessary for interpreting these plans. The Contractor is not relieved of responsibility for making complete and accurate on-site determinations of the locations of all utilities, structures and field conditions, which may affect the progress of the work.

PERMITS. The Contractor is responsible for determining what permits are required for the work and obtaining, at his own expense, the permits required unless otherwise noted in the Special Provisions. Permitting includes compliance with the Arizona Department of Environmental Quality (ADEQ) Arizona Pollutant Discharge Elimination System (AZPDES) Construction General Permit. The Contractor is responsible for filing a Notice of Intent (NOI) and Notice of Termination (NOT) in accordance with AZPDES requirements.

UTILITIES. Underground utilities shown are approximate and were determined from field measurements, construction plans, record plans, or utility maps furnished by others. The Contractor is responsible for determining the actual locations of all underground lines that may affect the work. The Contractor is responsible for notifying appropriate utility companies prior to construction commencing. The number to call is 1-800-STAKE-IT. The Contractor shall allow 2 working days after Blue Stake is notified before starting any excavation work in the proximity of buried utilities. Where the plans call for connecting new structures to existing underground pipes or structures, the Contractor is responsible for determining the exact sizes, types and locations of existing underground improvements and furnishing the materials necessary for making the required connections. At least 48 hours prior notice is required before disrupting utility service to make connections. The notice must include the exact time of disruption and the expected duration of loss of service.

QUANTITIES. The quantities shown are approximate and do not necessarily reflect bid schedule items. The Contractor is responsible for independently estimating work quantities prior to bidding. Payment will be based on bid schedule items.

TRAFFIC CONTROL. The Contractor is responsible for providing any necessary traffic control devices for vehicle, bicycle and pedestrian traffic affected by the construction.

STORMWATER MANAGEMENT. Adequate drainage, erosion and sediment control measures, best management practices (BMPs), and/or other stormwater management facilities shall be provided and maintained at all times during construction. The Contractor is responsible for damages to adjacent property and/or the construction site caused by his or her failure to provide and maintain adequate drainage and erosion/sediment control for the construction area.

Refer to the AZPDES Construction General Permit and ADEQ website for guidance, BMPs and reporting requirements: http://www.azdeq.gov/function/forms/appswater.html#azpdes

CITY OF FLAGSTAFF GENERAL NOTES

1. Approval of these plans by the City Engineer is for a one year period, subsequent to the date of approval. If construction work is not started within the one (1) year period, or has been discontinued for any reason for longer than one (1) year, the plans shall be resubmitted for review and re-approval.
2. Plan review by the City does not extend to material quantities shown on the plans.
3. A public works permit, issued by the City, is required for all work in City rights-of-way or easements and for construction of any improvements intended to become public property.
4. The City shall be notified twenty-four (24) hours prior to beginning different phases of construction so that City Inspectors may be scheduled.
5. All materials and workmanship shall comply with Title 13, Engineering Design Standards and Specifications for New Infrastructure, current "MAG Uniform Standard Specifications and Details for Public Works Construction,"the City of Flagstaff Stormwater Design Manual, and with generally accepted engineering design and construction practice. All work and materials, which do not conform to the standards and specifications, are subject to removal and replacement at the contractor's expense. The contractor is responsible for reviewing Chapter 13-21, which makes minor modifications to certain MAG Specifications and details.
6. Any work performed without the knowledge and approval of the City Engineer or his authorized representative is subject to removal and replacement at the contractor's expense.
7. The City Engineer or his authorized representative may suspend the work by written notice when, in his judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is danger to the public health or safety.
8. The City Engineer may order any or all materials used in the work to be tested according to the American Association of State Highway and Transportation Officials (AASHTO) and the American Society for Testing and Materials (ASTM) Standards. The Contractor shall, at his expense, supply all samples required for testing.
9. Access that meets Section 13-13-004-0001, Fire Access, shall be in place and approved before and at all times during onsite combustible construction and/or prior to issuance of building permits in new subdivisions. Fire Department and Engineering Section approval is required for obstruction of access or water system shutdown.
10. The contractor shall be responsible for maintenance of the streets and of partially completed portions of the work until final acceptance of the work. The contractor shall submit to the City Engineer for approval a construction schedule for any streets required to be closed or partially closed for the construction activity. The contractor shall reopen the streets no later than the opening date shown on the construction schedule or upon order of the City Engineer. The regulation and control of construction traffic shall be as directed by the City Engineer or his authorized representative.
11. Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until written final acceptance of a complete workable unit. Any defects which appear in the work within one (1) year from the date of acceptance and which are due to improper workmanship or inferior materials supplied shall be corrected by or at the expense of the owner/developer or the contractor.
12. Acceptance of completed public improvements will not be given until defective or unauthorized work is removed, and final clean-up is complete.
13. Location of underground utilities before work is begun is to be accomplished in accordance with A.R.S. Section 40-360.22.
14. If work is done on private property in relation to a project constructed under these standards, the contractor will provide the City with written authorization from the property owner to do so.
15. The establishment and use of temporary construction yards shall conform to the current City zoning code standards for temporary uses.
16. All excavated material shall be disposed of in accordance with applicable City codes and regulations. The contractor shall obtain all required City approvals and permits as deemed necessary by the City to dispose of excavated material.
17. All construction staking shall be the responsibility of the contractor/developer and performed under the direct supervision of a registered land surveyor or civil engineer.
18. All traffic sign sheeting shall be Type VIII as designed by ASTM D4956-07e1 Standard Specifications for Retroreflective Sheeting for Traffic Control, unless specified otherwise on the construction plans.
19. When the construction plans specify graffiti control on bridges or other structures, the contractor shall seal the structure first using Monochem Aquaseal ME 12 and then apply Monochem Permashield, Sacrificial Graffiti Control System (or approved equal).
20. All areas disturbed during construction shall be stabilized and reseeded in accordance with Chapter 13-17. In the event that the construction activity disturbs more than one (1) acre, a stormwater pollution prevention plan (SWPPP) shall be prepared in order to obtain a construction general permit from ADEQ. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

CITY OF FLAGSTAFF PAVING NOTES

A. Exact point of matching termination and overlay, if necessary, shall be determined in the field by the City Engineer or his authorized representative. When a longitudinal joint associated with a trench path, pavement matchup or other occurs on a street that includes a bike lane, the joint shall be located outside the bike lane.

B. No job will be considered complete until:
   1. All curbs, pavements, sidewalks, catch basins, storm drains, and manholes have been cleaned of all dirt and debris;
   2. Survey monuments are installed and stamped; and
   3. All frames, covers, and valve boxes are adjusted to grade.

C. No paving construction shall be started until all utility lines are completed and approved under proposed paved areas.

D. Base course will not be placed until subgrade has been approved by the City Engineer or his authorized representative.

E. The location of all water valves, fire hydrants, and manholes must at all times during construction be referenced and made accessible to the City.

F. Utility facilities in conflict with this work will be relocated by the permittee or the utility owner. This activity shall be coordinated with the owner of the utility to prevent any unnecessary interruption of service to existing customers.

G. Existing street name signs, traffic signs and devices associated with the project shall be maintained during construction and relocated by the contractor as shown on the approved plans.

H. Any changes or additions to pavement markings caused by pavement overlay, chip seal, or installation of underground facilities shall be shown on the approved plans.

I. On projects where the contractor causes excessive damage to an existing paved street or there are multiple street cuts (maximum of four (4) in five hundred (500) feet) an asphalt overlay shall be required.

J. A prime coat is not required unless so specified in the soils and pavement report and/or shown on the plans.

K. All curb and gutter, sidewalk, driveways, and sidewalk ramps shall be constructed on a minimum three (3) inches of aggregate base course (ABC). The ABC shall be constructed in accordance with MAG Section 310, and shall be compacted to ninety-five percent (95%) relative density. All precast structures such as manhole bases, catch basins, and box culverts shall be constructed on a minimum of three (3) inches of ABC.

L. Permanent Pavement Markings.
   1. Longitudinal pavement markings shall be installed in accordance with Section 13-16-006-0001.
   2. Transverse pavement markings such as stop bars, crosswalks, arrows, and legends shall be installed in accordance with Section 13-16-006-0002.

M. Temporary Pavement Markings.
   1. Temporary pavement markings, when approved, shall be installed in accordance with Sections 13-16-006-0001 and 13-16-006-0002.

NOTES:
   1. The use of temporary markings is strongly discouraged and may only be used with prior approval. When it is used, the contractor must be available to restripe as needed until the permanent markings can be installed.
   2. When it is impracticable for the contractor to provide permanent markings, the City Public Works Department may install the markings on behalf of the contract provided the fee for the work is agreed upon and paid for in advance.

N. The maximum thickness of a single lift of pavement shall be four (4) inches. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

ABBREVIATIONS

AC	ASPHALTIC CONCRETE PAVEMENT
ACP	ASBESTOS CEMENT PIPE
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
APN	ASSESSORS PARCEL NUMBER
BC	TOP BACK OF CURB
BO	BLOW-OFF
BP	BEGIN POINT ALIGNMENT
BR	BOTTOM OF RAMP
BS	BOTTOM OF STAIR
BW	BOTTOM OF WALL
C&G	CURB & GUTTER
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
COF	CITY OF FLAGSTAFF
COMM	COMMERCIAL
D/W	DRIVEWAY
E	EASTING
EG	EXISTING GRADE
EL - ELEV	ELEVATION
EP	END POINT ALIGNMENT
EX	EXISTING
FC	FACE OF CURB
FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
GB	GRADE BREAK
HDPE	HIGH DENSITY POLYETHYLENE
INV	INVERT
LEN	LENGTH
LPS	LOW PRESSURE SODIUM
LT - L	LEFT
MAC	MODIFIED ASPHALTIC CONCRETE
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MAX	MAXIMUM
MB	MAIL BOX
ME	MATCH EXISTING
MIN	MINIMUM
MP	MID POINT (CURVE)
N	NORTHING
NA	NOT APPLICABLE
OFS	OFFSET
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCCP	PORTLAND CEMENT CONCRETE PAVEMENT
PRC	POINT OF REVERSE CURVATURE
PRV	PRESSURE RELIEF VALVE
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
RAD - R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RES	RESIDENTIAL
ROW - R/W	RIGHT OF WAY
RS	RESTRIPE
RT - R	RIGHT
S	SIGN
SD	STORM DRAIN
SRP	SPIRAL RIBBED PIPE
SS	SANITARY SEWER
STA	STATION
SW	SIDEWALK
TC	TOP OF CURB
TR	TOP OF RAMP
TS	TOP OF STAIR
TW	TOP OF WALL
VG	VALLEY GUTTER
WL	WATER LINE
WM	WATER METER
WV	WATER VALVE

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046

Peak ENGINEERING, INC.
Connecting Place to People



CITY OF FLAGSTAFF
2020 STREET MAINTENANCE PROGRAM
NOTES & LEGEND

COF PROJECT NO. 01-20001

JOB NO:20COF-01	BY:SAH/CBW
DATE: APRIL 2020	CHECKED:SAH

SHEET 1.1

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MILL AND OVERLAY (NORTH)

(X) KEYNOTE	STREET NAME	BEGIN	END
1	**N. HWY 89 A**	MARKETPLACE DR.	CITY LIMITS
2	**N. COUNTRY CLUB DR.**	NESTLE PURINA AVE.	N. HWY 89 A
3	**ZURICH ST.**	SWISS RD.	LINDA VISTA DR.
4	**BROKEN BOW DR.**	MOUNTAINEER RD.	BROKEN ARROW RD.
5	**CUMMINGS ST.**	N HWY 89 A	EL PASO ST.
6	**MARIE AVE.**	CUMMINGS ST.	NYLA AVE.
7	**HAMBLIN ST.**	LYNCH AVE.	EL PASO DR.
8	**JOEY DR.**	CUMMINGS DR.	NYLA DR.

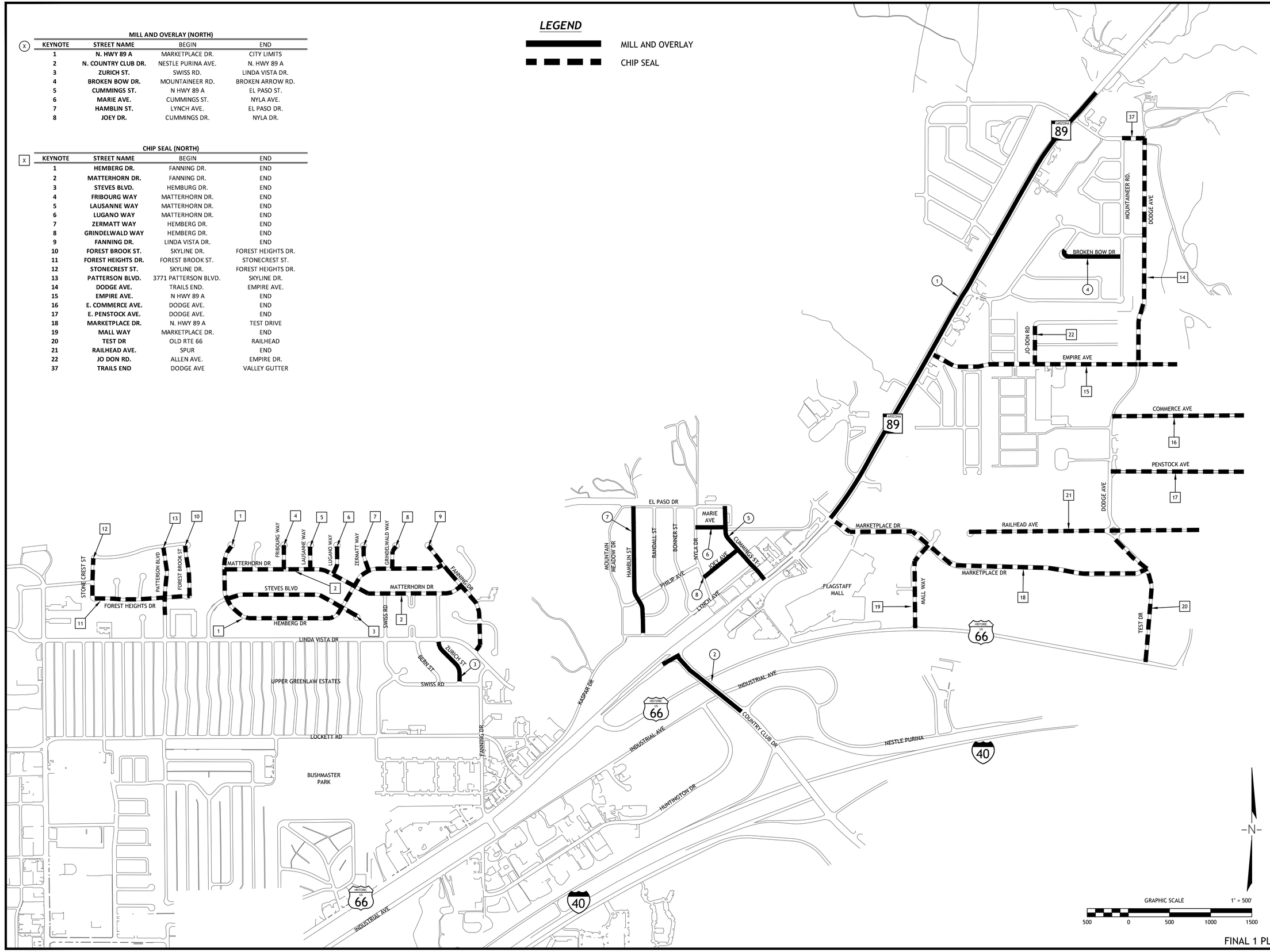
CHIP SEAL (NORTH)

[X] KEYNOTE	STREET NAME	BEGIN	END
1	**HEMBERG DR.**	FANNING DR.	END
2	**MATTERHORN DR.**	FANNING DR.	END
3	**STEVES BLVD.**	HEMBURG DR.	END
4	**FRIBOURG WAY**	MATTERHORN DR.	END
5	**LAUSANNE WAY**	MATTERHORN DR.	END
6	**LUGANO WAY**	MATTERHORN DR.	END
7	**ZERMATT WAY**	HEMBERG DR.	END
8	**GRINDELWALD WAY**	HEMBERG DR.	END
9	**FANNING DR.**	LINDA VISTA DR.	END
10	**FOREST BROOK ST.**	SKYLINE DR.	FOREST HEIGHTS DR.
11	**FOREST HEIGHTS DR.**	FOREST BROOK ST.	STONECREST ST.
12	**STONECREST ST.**	SKYLINE DR.	FOREST HEIGHTS DR.
13	**PATTERSON BLVD.**	3771 PATTERSON BLVD.	SKYLINE DR.
14	**DODGE AVE.**	TRAILS END.	EMPIRE AVE.
15	**EMPIRE AVE.**	N HWY 89 A	END
16	**E. COMMERCE AVE.**	DODGE AVE.	END
17	**E. PENSTOCK AVE.**	DODGE AVE.	END
18	**MARKETPLACE DR.**	N. HWY 89 A	TEST DRIVE
19	**MALL WAY**	MARKETPLACE DR.	END
20	**TEST DR**	OLD RTE 66	RAILHEAD
21	**RAILHEAD AVE.**	SPUR	END
22	**JO DON RD.**	ALLEN AVE.	EMPIRE DR.
37	**TRAILS END**	DODGE AVE	VALLEY GUTTER

LEGEND

MILL AND OVERLAY

CHIP SEAL



FINAL 1 PLANS

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DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046

Peak ENGINEERING, INC.
Connecting Place to People

Registered Professional Engineer (Civil)
CERTIFICATE NO. 60461
SAM A. HEFFELFINGER
DATE SIGNED
ARIZONA U.S.A.

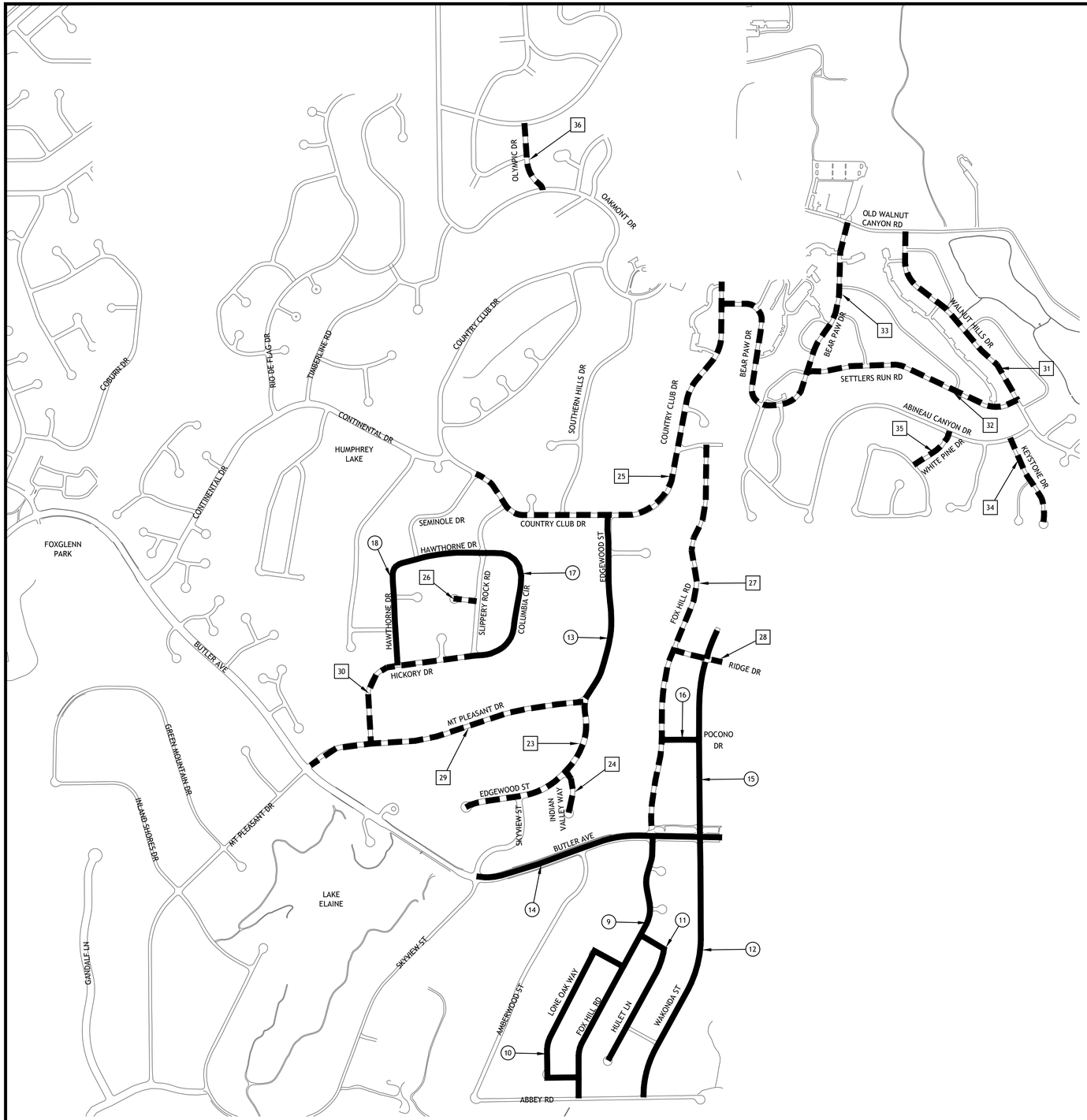
CITY OF FLAGSTAFF
2020 STREET MAINTENANCE PROGRAM
PROJECT MAP NORTH

COF PROJECT NO. 01-20001

JOB NO:20COF-01 | BY:SAH/CBW
DATE: APRIL 2020 | CHECKED:SAH

SHEET C1.2

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LEGEND

MILL AND OVERLAY

CHIP SEAL

MILL AND OVERLAY (SOUTH)

X	KEYNOTE	STREET NAME	BEGIN	END
	9	**FOX HILL RD.**	ABBEY RD.	BUTLER AVE.
	10	**LONE OAK WAY**	FOX HILL RD.	FOX HILL RD.
	11	**HULET LN.**	FOX HILL DR.	S. END
	12	**WAKONDA ST.**	BUTLER AVE.	ABBEY RD.
	13	**EDGEWOOD ST.**	COUNTRY CLUB DR.	MT. PLEASANT DR.
	14	**BUTLER AVE.**	E. END	SKYVIEW ST.
	15	**WAKONDA ST.**	N. END	BUTLER AVE.
	16	**POCONO DR.**	WAKONDA ST.	FOX HILL RD.
	17	**COLUMBIA CR.**	SEMINOLE DR.	SLIPPERY ROCK RD.
	18	**HAWTHORNE DR.**	SEMINOLE DR.	HICKORY DR.

CHIP SEAL (SOUTH)

X	KEYNOTE	STREET NAME	BEGIN	END
	23	**EDGEWOOD ST.**	MT. PLEASANT DR.	END
	24	**INDIAN VALLEY WAY**	EDGEWOOD ST.	END
	25	**COUNTRY CLUB DR.**	SEMINOLE RD.	OAKMONT DR.
	26	**DUQUESNE LN.**	SLIPPERY ROCK RD.	END
	27	**FOX HILL DR.**	BUTLER AVE.	SCIOTO DR.
	28	**RIDGE DR.**	FOX HILL DR.	WAKONDA ST.
	29	**MT PLEASANT DR.**	EDGEWOOD ST.	BUTLER AVE.
	30	**HICKORY DR.**	COLUMBIA CR.	MT. PLEASANT DR.
	31	**WALNUT HILLS DR.**	OLD WALNUT CANYON RD.	SETTLERS RUN RD.
	32	**SETTLERS RUN RD.**	WALNUT HILLS DR.	BEAR PAW DR.
	33	**BEARPAW DR.**	COUNTRY CLUB DR.	OLD WALNUT CANYON RD.
	34	**KEYSTONE DR.**	ABINEAU CANYON DR.	END
	35	**WHITE PINE DR.**	ABINEAU CANYON DR.	BARNEY DR.
	36	**OLYMPIC DR.**	OAKMONT DR.	MEADOWBROOK DR.

N

GRAPHIC SCALE 1" = 500'

500 0 500 1000 1500

FINAL 1 PLANS

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DATE

DESCRIPTION

REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046

Peak ENGINEERING, INC.
Connecting Place to People

Certificate No. 60461 SAM A. HEFFELFINGER Registered Professional Engineer (Civil) Date Signed 12/31/20 Arizona U.S.A.

CITY OF FLAGSTAFF
2020 STREET MAINTENANCE PROGRAM
PROJECT MAP SOUTH

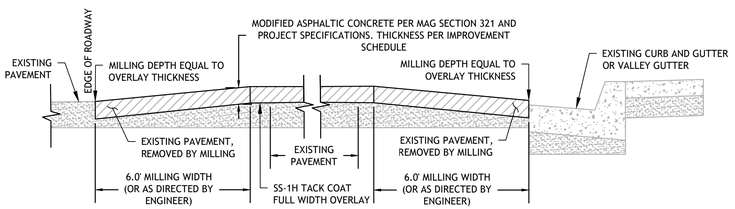
COF PROJECT NO. 01-20001

JOB NO:20COF-01 | BY:SAH/CBW

DATE: APRIL 2020 | CHECKED:SAH

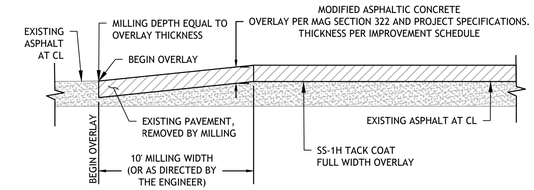
SHEET C1.3

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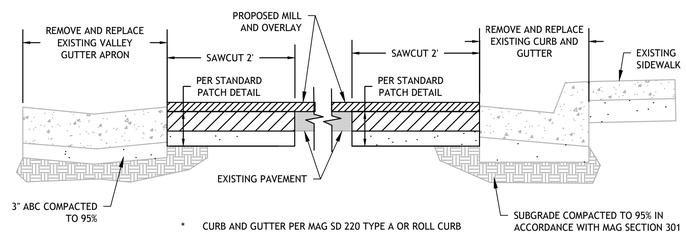
* ALL DEPRESSIONS/RUTS AN EXCESS OF ¾" SHALL BE FILLED WITH HOT MIX ASPHALT (½" MIX). SS-1H TACK COAT SHALL BE PLACED PRIOR TO HMA

A C1.4 **EDGE MILL DETAIL**
NOT TO SCALE



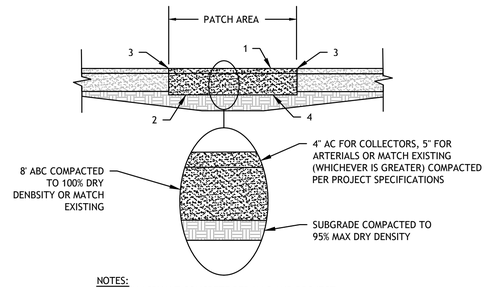
* ALL DEPRESSIONS/RUTS AN EXCESS OF ¾" SHALL BE FILLED WITH HOT MIX ASPHALT (½" MIX). SS-1H TACK COAT SHALL BE PLACED PRIOR TO HMA

B C1.4 **OVERLAY MATCHING DETAIL**
NOT TO SCALE



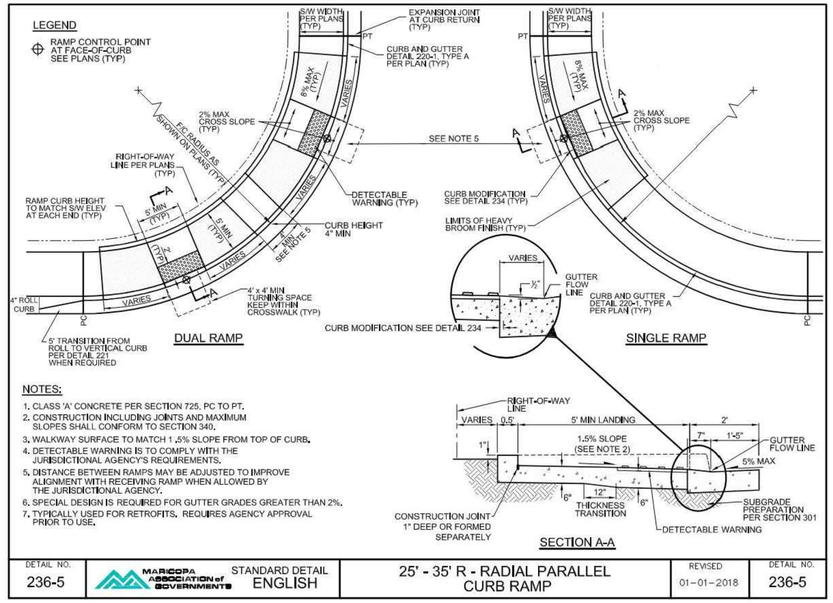
* CURB AND GUTTER PER MAG SD 220 TYPE A OR ROLL CURB PER MAG SD 22 TYPE C

C C1.4 **TYPICAL PAVEMENT R&R AT CURB AND GUTTER**
NOT TO SCALE



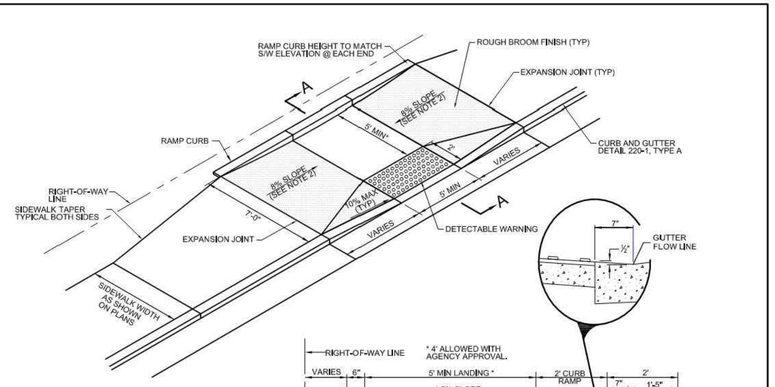
NOTES:
1. NEW ASPHALT CONCRETE PER MAG AND PROJECT SPECIFICATIONS
2. 8" ABC PER MAG AND PROJECT SPECIFICATIONS
3. APPLY BITUMINUOUS TACK COAT TO ALL ADJOINING SURFACES OF THE EXISTING ASPHALT CONCRETE
4. EXCAVATE PATCH AREA TO A MINIMUM DEPTH OF 12" BELOW PAVEMENT GRADE. COMPACT SUBGRADE PER MAG AND PROJECT SPECIFICATIONS.
5. FREE EDGES OF PAVEMENT PATCHES TO HAVE THICKENED ASPHALT SECTION PER MAG SD 201, TYPE B.
6. SEE SPECIAL PROVISIONS, SECTION 301, 305, AND 336 FOR ADDITIONAL INFORMATION.

D C1.4 **STANDARD PATCH DETAIL**
NOT TO SCALE



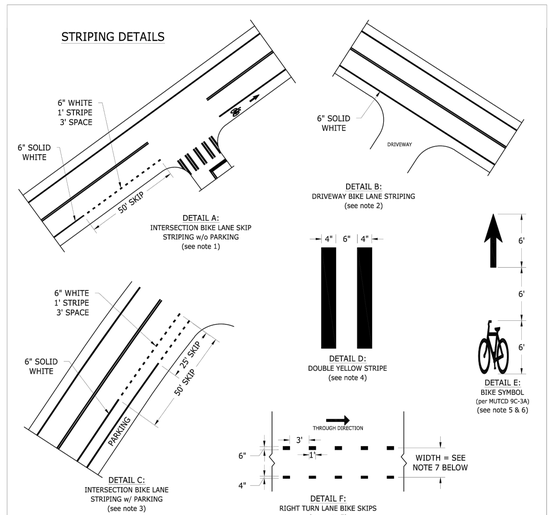
NOTES:
1. CLASS 'A' CONCRETE PER SECTION 725. PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1.5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
6. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.
7. TYPICALLY USED FOR RETROFITS. REQUIRES AGENCY APPROVAL PRIOR TO USE.

DETAIL NO.	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	25' - 35' R - RADIAL PARALLEL CURB RAMP	REVISED	DETAIL NO.
236-5				01-01-2018	236-5



NOTES:
1. CLASS 'B' CONCRETE PER SECTION 725.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. SIDEWALK SURFACE TO MATCH 1.5 % SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.

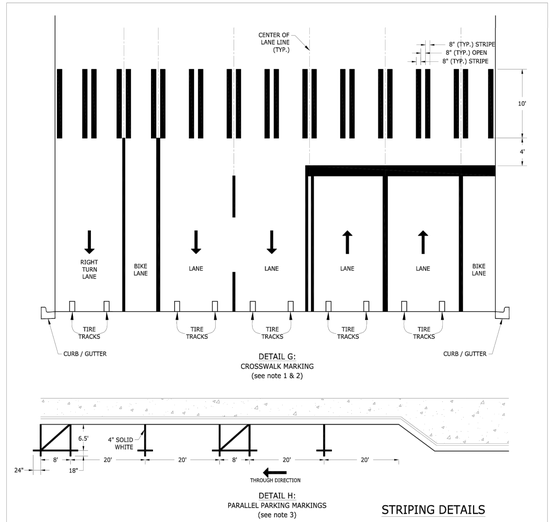
DETAIL NO.	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	COMBINATION CURB RAMP	REVISED	DETAIL NO.
238-2				01-01-2018	238-2



NOTES:
1. USED WHEN A BIKE LANE APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ENDING AT CURB RETURN.
2. SOLID BIKE STRIPING SHALL CONTINUE ACROSS DRIVEWAYS.
3. WHEN PARKING APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ON THE TRAVEL LANE SIDE OF THE BIKE LANE AMD A 25 FOOT SECTION ON THE PARKING SIDE OF THE BIKE LANE.
4. DOUBLE YELLOW STRIPING SHALL BE A 4" WIDE STRIPE, A 6" WIDE GAP, AND A 4" WIDE STRIPE.
5. BIKE LANE SYMBOLS SHALL BE 15 FEET FROM THE CURB RETURN ON THE DOWNSTREAM LEG OF ALL INTERSECTIONS.
6. THE GAPS BETWEEN BIKE SYMBOLS SHALL BE RELATIVELY STANDARD SPACING OF NO MORE THAN ½ MILE LONG.
7. TYPICAL BIKE LANE WIDTH = 4.5', EXCEPT WHEN ADJACENT TO ON-STREET PARKING AND/OR WHEN BIKE LANE TRAVERSES BETWEEN TURN LANES, THEN WIDTH = 5'.

NTS

City of Flagstaff ENGINEERING DETAIL	INTERSECTION STRIPING		
	DETAIL NO. 16-06-010	REVISION DATE: 12/30/2017	2 4



NOTES:
1. FOR ROADWAYS WITH MORE OR LESS LANES, SAME CONFIGURATION APPLIES. KEEP CROSSWALK BARS CENTERED ON LANE LINES, IN CENTER OF TRAVELED PORTION OF LANE TO MINIMIZE WEAR ON CROSSWALK STRIPES, AND PARALLEL TO WHEEL PATHS. DETAIL IS INTENDED TO BE REPRESENTATIVE ONLY. FINAL LAYOUT OF PAVEMENT MARKINGS IS DEPENDENT ON SPECIFIC LANE CONFIGURATION OF STREET.
2. CITY INSPECTOR SHALL INVOLVE TRAFFIC ENGINEERING SECTION FOR REVIEWING NONSTANDARD LAYOUTS PRIOR TO INSTALLING MARKINGS, FOR WHICH AT LEAST 24-HOURS NOTICE IS REQUIRED.
3. FOR MORE THAN TWO (2) 20 FOOT PARALLEL PARKING STALLS, ONE (1) PARKING MANEUVERING BOX IS REQUIRED BETWEEN THE SECOND AND THIRD STALL.

NTS

City of Flagstaff ENGINEERING DETAIL	INTERSECTION STRIPING		
	DETAIL NO. 16-06-010	REVISION DATE: 12/30/2017	3 4

FINAL 1 PLANS

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REVISION	DESCRIPTION	DATE

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Flagstaff, AZ 86001
(928) 774-4046
Peak ENGINEERING, INC.
Connecting Place to People

REGISTERED Professional Engineer (Civil) CERTIFICATE NO. 60461 SAM A. HEFFELFINGER DATE SIGNED 4/29/20 ARIZONA U.S.A.

CITY OF FLAGSTAFF
2020 STREET MAINTENANCE PROGRAM
DETAILS

COF PROJECT NO. 01-20001

JOB NO.:20COF-01	BY:SAH/CBW
DATE: APRIL 2020	CHECKED:SAH

SHEET C1.4

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IMPROVEMENT SCHEDULE - OVERLAY

ABBREVIATIONS:
MAC- MODIFIED ASPHALTIC CONCRETE OVERLAY
RS - RE-STRIPE
CF - CRACK FILL

MAP ID	STREET NAME	START	END	LENGTH (APROX)	AVERAGE WIDTH (APROX)	AREA (MEASURED)	MAC THICKNESS	OCI	Treatment
				FT	FT	SY	IN.		
1	N. HWY 89 A	MARKETPLACE DR.	CITY LIMITS	6,300	80.72	**56,507**	1.50	64.5	MAC & RS
2	N. Country Club Dr.	NESTLE PURINA AVE.	N. HWY 89 A	1,140	94.63	**11,987**	1.25	48.99	MAC & RS
3	ZURICH ST.	SWISS RD.	LINDA VISTA DR.	650	37.42	**2,703**	1.25	39.6	MAC
4	BROKEN BOW DR.	MOUNTAINEER RD.	BROKEN ARROW RD.	820	34.17	**3,113**	1.25	60.17	MAC
5	CUMMINGS ST.	89N	EL PASO ST.	1,120	30.39	**3,782**	1.25	49.36	MAC & RS
6	MARIE AVE.	CUMMINGS ST.	NYLA AVE.	360	27.54	**1,101**	1.25	47.59	MAC
7	HAMBLIN ST.	LYNCH AVE.	EL PASO DR.	1,600	30.78	**5,473**	1.25	57.79	MAC
8	JOEY DR.	CUMMINGS DR.	NYLA DR.	500	30.81	**1,712**	1.25	54.17	MAC
9	FOX HILL DR.	ABBEY RD.	BUTLER AVE.	2,450	35.58	**9,686**	1.25	48.99	MAC & RS
10	LONE OAK WAY	FOX HILL RD.	FOX HILL RD.	1,770	28.13	**5,531**	1.25	61.55	MAC
11	HULET LN.	FOX HILL DR.	S. END	1,380	27.56	**4,225**	1.25	50.11	MAC
12	WAKONDA ST.	BUTLER AVE.	ABBEY RD.	2,370	34.61	**9,115**	1.25	57.55	MAC
13	EDGEWOOD ST.	COUNTRY CLUB DR.	MNT PLEASANT DR	1,560	46.20	**8,008**	1.25	56.77	MAC & RS
14	BUTLER AVE.	E. END	SKYVIEW ST.	2,020	69.37	**15,570**	1.25	49.5	MAC & RS
15	WAKONDA ST.	N. END	BUTLER AVE.	1,860	38.85	**8,029**	1.25	50.55	MAC
16	POCONO DR.	WAKONDA DR.	POCONO DR.	300	37.86	**1,262**	1.25	54.12	MAC
17	COLUMBIA CR.	SEMINOLE DR.	SLIPPERY ROCK	2,000	37.63	**8,363**	1.25	59.81	MAC
18	HAWTHORNE DR.	SEMINOLE DR.	HICKORY DR.	1,060	34.09	**4,015**	1.25	59.81	MAC

IMPROVEMENT SCHEDULE - CHIP SEAL

ABBREVIATIONS:
CS - CHIPS SEAL
RS - RE-STRIPE
CF - CRACK FILL

MAP ID	STREET NAME	START	END	LENGTH	WIDTH	AREA	OCI	TREATMENT
				(LF)	(LF)	(SY)		
1	HEMBERG DR.	FANNING DR.	END	3,747.0	35.7	**14,864**	71.5	CF & CS
2	MATTERHORN DR.	FANNING DR.	END	2,955.0	39.4	**12,938**	69.3	CF & CS
3	STEVES BLVD.	HEMBURG DR.	END	1,700.0	38.6	**7,293**	68.7	CF & CS
4	FRIBOURG WAY	MATTERHORN DR.	END	370.0	34.8	**1,432**	61.7	CF & CS
5	LAUSANNE WAY	MATTERHORN DR.	END	370.0	35.0	**1,440**	73.7	CF & CS
6	LUGANO WAY	MATTERHORN DR.	END	445.0	34.7	**1,716**	64.5	CF & CS
7	ZERMATT WAY	HEMBERG DR.	END	412.0	34.9	**1,598**	60.7	CF & CS
8	GRINDELWALD WAY	HEMBERG DR.	END	380.0	35.4	**1,496**	74.5	CF & CS
9	FANNING DR.	LINDA VISTA DR.	END	1,610.0	39.3	**7,035**	69.1	CF & CS
10	FOREST BROOK ST.	SKYLINE DR.	FOREST HEIGHTS DR.	680.0	35.1	**2,650**	72.8	CF & CS
11	FOREST HEIGHTS DR.	FOREST BROOK ST.	STONECREST ST.	1,100.0	36.2	**4,422**	87.7	CF & CS
12	STONECREST ST.	SKYLINE DR.	FOREST HEIGHTS DR.	405.0	35.2	**1,582**	79.0	CF & CS
13	PATTERSON BLVD.	3771 PATTERSON BLVD.	SKYLINE DR.	662.0	35.7	**2,624**	67.1	CF & CS
14	DODGE AVE.	TRAILS END.	EMPIRE AVE.	2,757.0	47.1	**14,427**	91.8	CF & CS
15	EMPIRE AVE.	89N	END	3,769.0	42.5	**17,817**	60.3	CF & CS & RS
16	E. Commerce Ave.	Dodge Ave. to End	END	1,592.0	28.8	**5,097**	0.0	CF & CS
17	E. Penstock Ave.	Dodge Ave. to End	END	1,719.0	28.4	**5,433**	0.0	CF & CS
18	MARKETPLACE DR. (MEDIAN)	N HWY 89 A	TEST DRIVE	6,338.0	40.6	**28,602**	81.2	CF & CS & RS
19	MALL WAY	MARKETPLACE DR.	END	1,020.0	55.3	**6,262**	79.8	CF & CS & RS
20	TEST DR	OLD RTE 66	RAILHEAD	1,685.0	49.8	**9,325**	83.0	CF & CS & RS
21	RAILHEAD AVE. (OMIT RAB)	SPUR	END	3,170.0	30.9	**10,894**	95.0	CF & CS
22	JO DON RD.	ALLEN AVE.	EMPIRE DR.	400.0	34.9	**1,550**	67.0	CF & CS
23	EDGEWOOD ST.	MT. PLEASENT DR.	END	1,630.0	12.0	**2,175**	79.8	CF & CS
24	INDIAN VALLEY WAY	EDGEWOOD ST.	END	484.0	40.4	**2,175**	61.2	CF & CS
25	COUNTRY CLUB DR.	SEMINOLE RD.	OAKMONT DR.	4,728.2	38.0	**19,980**	89.7	CF & CS & RS
26	DUQUESNE LN.	SILPPERY ROCK	END	280.0	39.8	**1,239**	61.7	CF & CS
27	FOX HILL DR.	BUTLER AVE.	SCIOTO DR.	3,510.0	36.9	**14,404**	68.0	CF & CS & RS
28	RIDGE DR.	FOX HILL DR.	WAKONDA ST.	370.0	39.3	**1,616**	61.1	CF & CS
29	MT PLEASANT DR.	EDGEWOOD ST.	BUTLER AVE.	2,529.0	39.1	**10,987**	91.0	CF & CS & RS
30	HICKORY DR.	COLUMBIA CR.	MT. PLEASENT DR.	1,460.0	36.3	**5,891**	71.2	CF & CS
31	WALNUT HILLS DR.	OLD WANUT CANYON RD.	SETTLERS RUN RD.	1,905.0	35.4	**7,487**	91.0	CF & CS & RS
32	SETTLERS RUN RD.	WALNUT HILLS DR.	BEAR PAW DR.	1,930.0	34.9	**7,487**	60.3	CF & CS
33	BEARPAW DR.	COUNTRY CLUB DR.	OLD WALNUT CANYON RD.	3,207.0	35.0	**12,470**	79.8	CF & CS
34	KEYSTONE DR.	ABINEAU CANYON DR.	END	920.0	28.3	**2,890**	67.8	CF & CS
35	WHITE PINE DR.	ABINEAU CANYON DR.	BARNEY DR.	430.0	34.6	**1,653**	71.4	CF & CS
36	OLYMPIC DR.	OAKMONT DR.	MEADOWBROOK DR.	622.0	27.9	**1,926**	64.1	CF & CS
37	TRAILS END	DODGE AVE.	TO VALLEY GUTTER	207.0	43.6	**1,004**	0.0	CF & CS

STRIPING AND MARKING QUANTITIES (MAC OVERLAY AND CHIP SEAL)

NO.	DESCRIPTION	QUANTITY	UNIT
1	4" DOUBLE SOLID YELLOW	**25,558**	LF
2	12" PREFORMED SOLID WHITE CROSSWALK	**154**	LF
3	4" YELLOW HATCHING	**78**	LF
4	18" PREFORMED STOP BAR	**878**	LF
5	SHARED BIKE LANE MARKING	**0**	LF
6	4" BROKEN WHITE	**22,783**	LF
7	4" SOLID / 4" BROKEN YELLOW	**7,932**	LF
8	4" SOLID WHITE EDGE LINE	**19,158**	LF
9	4" PARKING STALL WHITE	**0**	LF
10	6" SOLID WHITE BIKE LANE	**26,993**	LF
11	PAINTED BIKE ASSEMBLY	**39**	EA
12	PREFORMED TURN ARROWS (RT., LT., STRAIGHT, COMBO, RAIL ROAD CROSSING)	**131**	EA
13	SOLID WHITE LANE LINES	**8,718**	LF
14	6" WHITE LANE HATCHING	**192**	EA
15	6" DASHED BIKE LANE	**1,907**	LF
16	PIANO KEY CROSSWALK	**1,407**	LF

CONTRACT QUANTITIES

BID NO.	DESCRIPTION	QUANTITY (APROX)	UNIT
1	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062)	**64.0**	EA
2	ADJUST METER BOX IN SIDEWALK	**1.0**	EA
3	REMOVE AND DISPOSE OVER SIZED CONCRETE MANHOLE COLLAR	**5.0**	EA
4	AGGREGATE TYPE III MICRO SEAL	**0.0**	T
5	BITUMINOUS MATERIAL (CRS-2P)	**388.7**	T
6	BITUMINOUS MATERIAL MICRO SEAL (CSS-1H)	**0.0**	T
7	COVER MATERIAL (CM-11)	**3732.0**	T
8	CRACK SEALING	**119.2**	T
9	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER-Full depth patch)	**11306.9**	LF
10	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	**12.0**	EA
11	MODIFIED ASPHALTIC CONCRETE (1/2" MIX)	**7289.79**	T
12	PAVEMENT MILLING	**117540.3**	SY
13	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	**4458.0**	SF
14	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING. 6"ABC)	**2268.6**	SF
15	REMOVE AND REPLACE CURB AND GUTTER (ROLL- INCLUDING 3" ABC)	**351.0**	LF
16	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL- INCLUDING. 3"ABC)	**410.0**	LF
17	REMOVE AND REPLACE CURB IN APRON	**473.0**	LF
18	REMOVE AND REPLACE METER BOX IN ASPHALT (WITH CONCRETE COLLAR)	**0.0**	EA
19	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	**5267.0**	SY
20	REMOVE AND REPLACE SEWER MANHOLE	**0.0**	EA
21	REMOVE AND REPLACE SIDEWALK (INCLUDING. 3"ABC)	**6205.4**	SF
22	REMOVE AND REPLACE SURVEY MONUMENTS	**33.0**	EA
23	REMOVE RAMP & INSTALL DETECTABLE WARNING (RETROFIT DOMES) INCLUDING 3" ABC	**59.0**	EA
24	REMOVE RAMP & INSTALL DETECTABLE WARNING (PARALLEL RAMP AND DOMES) INCLUDING 3" ABC	**18.0**	EA
25	REMOVE, REPLACE & ADJUST WATER VALVE BOX AND COVER	**77.0**	EA
26	MODIFIED ASPHALTIC CONCRETE (1/2" MIX for 89)	**4767.8**	T
27	REMOVE AND REPLACE CONCRETE CATCHBASIN LID	**20.0**	SF
28	STRIPING AND MARKING	**1.0**	LS
29	SUPPLY NEW VALVE TOP BOX & COVER	**77.0**	EA
30	TACK COAT (SS-1H)	**33.4**	T
31	TRAFFIC CONTROL	**1.0**	LS
32	TRAFFIC SIGNAL VIDEO DETECTOR	**0.0**	EA
33	LOWER WATER VALVE BOX	**40.0**	EA
34	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062)	**3.0**	EA
35	MANHOLE RECONSTRUCT	**0.0**	EA
36	CONSTRUCTION SURVEY	**1.0**	LS

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE
DESCRIPTION
REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Peak ENGINEERING, INC.
Connecting Place to People

Registered Professional Engineer (Civil) CERTIFICATE NO. 60461 SAM A. HEFFELFINGER DATE SIGNED 11/5/20 ARIZONA U.S.A.

CITY OF FLAGSTAFF
2020 STREET MAINTENANCE PROGRAM
IMPROVEMENT SCHEDULE

COF PROJECT NO. 01-20001

JOB NO:20COF-01 | BY:SAH/CBW
DATE: APRIL 2020 | CHECKED:SAH

SHEET C1.5

City of Flagstaff, Arizona

Street Maintenance Program 2018, 2019, 2020

CONSTRUCTION MANAGER AT RISK

2020 CONSTRUCTION PHASE SERVICES OVERLAY AND CHIP SEAL

PROJECT NO. 01-20001

Agreement No. 2018-32: O&CS

MAYOR
CORAL EVANS

CITY COUNCIL

ADAM SHIMONI
JIM McCARTHY
AUSTIN ASLAN
JAMIE WHELAN
CHARLIE ODEGAARD
REGINA SALAS

CITY MANAGEMENT

City Manager
Greg Clifton

Utilities Director
Brad Hill

Community Development Director
Dan Folke

Public Works Director
Andrew Bertelsen

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CITY OF FLAGSTAFF, ARIZONA

STREET MAINTENANCE PROGRAM 2018, 2019, 2020

CONSTRUCTION MANAGER AT RISK

2020 CONSTRUCTION SERVICES AGREEMENT: OVERLAY & CHIP SEAL

PROJECT No. 01-20001; Agreement No. 2018-32: O&CS

This Construction Services Agreement ("Agreement"), is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and C and E Paving & Grading LLC, an Arizona limited liability corporation, ("Construction Manager at Risk" or CMAR") on this ___ day of _____, 20__.

RECITALS

A. The City is authorized and empowered by provisions of the City Charter to execute agreements for construction services.

B. The City intends to construct the Construction Manager at Risk (CMAR) Design pursuant to the Design Phase Services Agreement: Street Maintenance Program 2018, 2019 and 2020 (Agreement #2018-32) as more fully described in Exhibit "A" attached ("Project").

C. To undertake the construction administration of the Project the City has entered into a separate agreement with Peak Engineering, Inc. ("Design Professional.")

D. CMAR has represented to the City that it has the ability to provide construction services for the Project, and based on this representation, the City hereby engages CMAR to provide these services and construct the Project.

E. Agreement #2018-32 has been executed previously between the City and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

***NOW THEREFORE*,** for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and CMAR as follows:

Article 1 - Definitions

"Agreement" - This written document signed by the City and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in, or attached to, and made part of this Agreement.

"Change Directive" - A written order prepared and signed by the City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of Contract amendment issued after execution of the Contract Documents or future GMP Amendments signed by the City and CMAR, agreeing to changes to a GMP, for substantial unanticipated alterations in the character of Work. The Change Order shall state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Agreement terms.

"The City ("Owner" or "OWNER") - The City of Flagstaff, a municipal corporation, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Flagstaff Community Development, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" - The person designated in Subsection 8.3.1.2.

"City's Senior Representative" - The person designated in Subsection 8.3.1.1.

"CMAR" - The firm selected by the City to provide construction services as detailed in this Agreement.

"CMAR's Contingency" - A fund to cover cost growth during the Project used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in Subsection 5.3.1.

"CMAR's Representative" - The person designated in Subsection 8.3.2.2.

"CMAR's Senior Representative" - The person designated in Subsection 8.3.2.1.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs, home office overhead, and profit as applicable to this Project whether at CMAR's principal or branch offices.

"Contract Documents" - The following items and documents in descending order of precedence executed by the City and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Contract Price" - The amount or amounts set forth in Article 5.

"Contract Time" - The days, as set forth in Article 4, the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work, subject to Winter Shutdown.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Costs, and taxes.

"Critical Path Method" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest total time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Design Phase Services Contract" - The agreement between the City and CMAR for Services provided by CMAR during the design phase which may include the following: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise **("MBE/WBE/SBE")** utilization, subcontractor bid phase services, GMP preparation and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional" - A qualified, licensed design professional who furnishes, design**,** construction documents, and/or construction administration services required for the Project.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"General Conditions Costs" - Includes, but is not limited to the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site, (vii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of CMAR or Subcontractors.

"Guaranteed Maximum Price" or "GMP" - The sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - The plans and specifications upon which the Guaranteed Maximum Price proposal is based.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the City, authorizing CMAR to start Work.

"Opening Physical Conditions" – The current physical conditions present on the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-construction Conference.

"Owner's Contingency" - A fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen Site conditions. The amount of the Owner's contingency shall be set solely by the Owner and shall be in addition to the Project costs included in CMAR's GMP packages. Use and management of the Owner's contingency is described in Section 5.3.2.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The City form used by CMAR to request progress payments for Work in accordance with Article 7.

"Pre-construction Conference" – A Conference held between City and CMAR prior to the commencement of any Work, as scheduled by the City's Representative or designee.
"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit "A" attached.

"Project Record Documents" - The documents created pursuant to Section 2.10.

"Samples" - Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work shall be evaluated.

"Schedule of Values" - A statement furnished by CMAR to the City's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - Drawings, diagrams, schedules and other data specially prepared for the Work by CMAR or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" - An individual or firm having a direct Agreement with CMAR or any other individual or firm having an Agreement with the aforesaid Contractors at any tier, who undertakes to perform a part of the construction phase Work for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration review or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents so that the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended. This may include, but is not limited to: (i) Approval by the City or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy); (ii) all systems in place, functional, and displayed to, and accepted by, the City or it's representative; (iii) City operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) Operational and Maintenance manuals and final Project Record Documents delivered to the City or Design Professional for review.

"Supplier" - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct agreement with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" – The period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 - CMAR's Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

2.1.1. CMAR's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the City.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices listed in Subsection 2.2.1 above must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 City shall be responsible for City of Flagstaff review and permit(s) fees for building and demolition permits. City shall also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in Subsection 2.2.3 above.

2.2.5 CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR‘s responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City’s Representative or designee shall schedule and conduct a Preconstruction Conference.

At the Pre-Construction Conference, City and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the City at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in a City approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying CMAR’s Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMP Schedule. The Schedule of Values shall be subject to approval by the City’s representative.

2.3.5 Minimum attendance by CMAR shall be CMAR’s Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR’s Representative or CMAR’s Superintendent shall be present at the Site at all times that construction activities are taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated

representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Section, the City may require CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the City for resolution before proceeding with the Work.

2.4.6 CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

2.4.7 CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by CMAR or any Subcontractor who, in the opinion of the City, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. CMAR or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Section.

2.4.9 CMAR assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the

satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit “B” as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the City or City’s designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City 's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the City’s approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the City on previous Submittals.

2.6.7 Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The City shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the City.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time

created by the substitution.

2.8.6 CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The City shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the City does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.9.1.1 CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's.
- Addenda and other details not on original Agreement Drawings.

2.9.1.2 CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.1.4 CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.9.1.5 CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

2.9.2 Upon receipt of the reviewed Project Record Drawings from the City, CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to

revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of reproducible mylars from the final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 **Warranty**

2.11.1 CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

2.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides The City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide City with all manufacturers' warranties upon Substantial Completion.

2.11.4 Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

2.12 Correction of Defective Work

2.13 .1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the City by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces.

2.12.3 CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 and/or Section 2.13.1 above, within seven (7) days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces. 2.12.4 If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.

2.12.4 For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

2.12.5 The one year period referenced in Subsection 2.13.1 above applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The City's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.1.2 City shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

3.2 The City's Representative

3.2.1 City's Representative shall be responsible for providing City (as defined in Article I) supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 City's Representative shall also provide CMAR with prompt notice if City's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory department.

3.2.3.1 The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.2 The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

3.2.3.3 The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.4 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement as well as other firms hired by the City shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional shall keep the City informed of progress of the Work and any noted defects and deficiencies of the Work, and shall endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.6.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders, and may authorize minor changes in the Work as provided in Section 6.6.1.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

3.4 **City's Separate Contractors**. City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by CMAR, the City's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

3.5.2 Regulating agencies of the City, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Article 4 - Contract Time

4.0 Contract Time.

4.0.1 Contract Time shall start with the Notice to Proceed ("NTP") with construction services and shall end with Substantial Completion.

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMP under this Agreement shall be 365 days starting with the NTP.

4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.0.5 Time is of the essence, for times and time matters set forth in Article 4 and the rest of this Agreement.

Pursuant to Section 9.3 below, if, in the sole discretion of the Capital Improvements Department of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project.

4.1 Substantial Completion

4.1.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

4.1.2 Prior to notifying the City in accordance to Section 4.1.3 below, CMAR shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accorda*nce with the Co*ntract Documents**.**

4.1.3 CMAR shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4 Within five (5) days of City's receipt of CMAR's notice, the City and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5 If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6 City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 4.1.5 above, (ii) CMAR and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CMAR agree that City's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

4.2 Final Completion. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CMAR shall jointly inspect to verify that the remaining items of Work have been completed as set forth in Section 4.1.5. The City shall issue a Final Completion Letter and payment pursuant to Section 7.5.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify.

CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $2,000.00 per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $2,000.00 per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the City as part of the Payment Request.

4.4.3.1 CMAR shall provide City with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2 With each schedule submittal CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information ("RFI's"), as appropriate.
- Current and anticipated delays including:
  - Cause of the delay
  - Corrective action and schedule adjustments to correct the delay
  - Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests
  - Other items
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar days ahead
  - If behind schedule, the number of calendar days behind
- Other project or scheduling concerns

4.4.4 City's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5 The Project Master Schedule shall include a Critical Path Method ("CPM") diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2 The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4 The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

4.4.5.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

4.4.5.7 The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

4.4.6 The Project Master Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7 Float time shall be as prescribed below:

4.4.7.1 The total Float within the overall schedule, is not for the exclusive use of either the City or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

4.4.7.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

5.0.1 CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

5.1.1 The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit "B" and an amount of **$5,489,422.10** with an additional **$138,000.00** allowed for Owner's Contingency for a total contract price of **$5,627,422.10.**

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices. The Construction Fee will be paid as a firm lump sum.

5.1.4 Taxes are deemed to include all sales, use consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The Guaranteed Maximum Price is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and, CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts defined in Articles 5.1 and 5.3. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the City.

5.2.2 The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

5.2.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

5.2.4 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to Article 6. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of the City. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were

used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

5.3.3 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

5.4 **Open Book.** CMAR shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to assure the City has a complete and accurate understanding of all Project costs.

Upon project closeout and immediately prior to the release of final payment, the CMAR shall provide to the City a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the City and the CM@R must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CM@Rs control and/or whether they are due to no fault of the CM@R, or those for whom CMAR is responsible; if the City and the CM@R do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CM@Rs control and/or whether they are due to no fault of the CM@R, or those for whom CMAR is responsible.

6.0.2 CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth

on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Section, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The City shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4 Legal Requirements. The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

6.5 Change Directives and Change Orders

6.5.1 City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. CMAR shall carry out such written orders promptly.

6.6.2 CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3 Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

6.7 Contract Price Adjustments

6.7.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1 Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

6.7.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and

6.7.1.3 Costs, fees and any other markups.

6.7.2 The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit “B”.

6.7.3 If an increase or decrease cannot be agreed to as set forth in Sections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5 If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.

6.7.5.1 As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.7.5.2 If the parties are unable to agree and City expects CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.7.6 **Emergencies**. In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

6.7.7 **Force Majeure.** The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

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

Article 7- Procedure for Payment

7.0 For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to the City's satisfaction, the City agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

7.1 GMP Payment Request

7.1.1 At the pre-construction conference prescribed in Section 2.4, CMAR shall submit for City's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

7.1.2 At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the City's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

7.1.3 The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

The Payment Request shall include, at a minimum:

1. Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period
2. Current critical path schedule
3. Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment
4. Subcontractor and Supplier invoices and conditional lien waivers for current pay period
5. General Conditions invoices for current pay period
6. Daily Reports for current pay period
7. Weekly reports for current pay period
8. Project meeting minutes for current pay period
9. Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

7.1.4 The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

7.1.4.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for City's inspection. CMAR must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3 All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5 CMAR shall submit to City on a monthly basis either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

7.2.1 City shall make payment in accordance with A.R.S. §34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

7.2.2 City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify City's concerns. CMAR and City shall attempt to resolve City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3 Retention of GMP

7.3.1 City shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests

if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the City must be maintained at the City's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Patrick Brown, Senior Procurement Specialist.

7.4 **Substantial Completion**. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5

7.6 Final Payment

7.6.1 After receipt of a final Payment Request, City shall make final payment within sixty (60) days after receipt by the City, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the City.

7.6.2 At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.6.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect City's interests;

7.6.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment; and

7.6.2.3 Consent of CMAR's surety, if any, to final payment.

7.7 Payments To Subcontractors or Suppliers

7.7.1 CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. CMAR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.7.2 If CMAR fails to make payments in accordance with these provisions, the City may take any

one or more of the following actions and CMAR agrees that the City may take such actions:

7.7.2.1 Hold CMAR in default under this Agreement;

7.7.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.7.2.3 Reject all future offers to perform work for the City from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

7.7.2.4 Terminate this Agreement.

7.7.3 If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended, and shall further hold the City harmless from any ensuing damages, claims or costs.

7.7.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.7.5 CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.8 Record Keeping and Finance Controls

7.8.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.

7.8.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.8.3 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.8.4 CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.8.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

7.8.6 Records and Retention Requirements: The City and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

Article 8- Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

8.0.1 If either CMAR or City believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CMAR and City shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.3 Representatives of the Parties

8.3.1 The City's Representatives

8.3.1.1 City designates the individual listed below or his designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and

resolving disputes under Section 8.1.3:

Andy Bertelsen, Division/Department Head
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2105
abertelsen@flagstaffaz.gov

8.3.1.2 City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Scott Overton, Streets Section Director
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 226-2107
scott.overton@flagstaffaz.gov

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Harvey (Corkey) Heckethorn
C and E Paving & Grading
740 S Heckethorn Rd
Flagstaff, AZ 86001

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Earl Heckethorn
C and E Paving & Grading
740 S Heckethorn Rd
Flagstaff, AZ 86001

Article 9 – Suspension and Termination

9.0 City's Right to Stop Work

9.0.1 City may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2 CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1 Termination for Convenience

9.1.1 The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, City shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2 If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in Section 9.1 et seq.

9.1.3.4 At the City's sole discretion and if requested in writing by the City, assign to the City all rights, title and interest of CMAR under the subcontracts subject to termination.

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the City has or may acquire an interest.

9.1.4 CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

9.1.5 The City shall pay CMAR the following:

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.

9.1.5.3 CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2 The City's Right to Perform and Terminate for Cause

9.2.1 If the City provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at CMAR's sole expense.

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

9.2.3 Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.3.1 If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.3.2 If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.4 Upon declaring this Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5 In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.6 If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CMAR's default.

9.2.7 If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

9.3.1 **The Capital Improvement Department of the** City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the City, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the City. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

9.3.2 The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

9.3.3 Upon termination of the Winter Shutdown by the City, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown, and shall hold the City harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

10.0.1 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by CMAR, its agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

10.1 **Minimum Scope and Limits of Insurance**. CMAR shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.
Combined Single Limit ("CSL") $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

10.1.3 Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

10.1.4 Builders' Risk Insurance or Installation Floater
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

10.1.4.1 The City of Flagstaff, CMAR, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the Work shall be **Named Insureds** on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.

10.1.4.3 Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.1.4.4 Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

10.1.4.6 Coverage shall contain a **waiver of subrogation** against the City of Flagstaff.

10.1.4.7 CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

10.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

10.2.1 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

10.2.2 CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.4 The policies shall contain a Waiver of Subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the City.

10.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Purchasing Department, attention Patrick Brown, Senior Procurement Specialist, and shall be sent by certified mail, return receipt requested.

10.4 Acceptability of Insurers. Insurance is to be placed with insurers who are duly licensed

companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CMAR shall furnish the City with Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All Certificates of Insurance and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.5.3 All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Department, attention Patrick Brown, Senior Procurement Specialist. The City project/contract number and project description shall be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CMAR must:

- **Submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.**

10.6 Subcontractors. CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

10.8.2 Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification.

11.1.1 To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes **19th day of May, 2020,** Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and

large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Services Agreement, the Contract Documents take precedence over the Design Phase Services Agreement

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 **Time is of the Essence.** City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 **Mutual Obligations.** City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 **Cooperation and Further Documentation.** CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.6 **Assignment.** CMAR shall not, without the written consent of the City, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

12.7 **Successorship.** CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 **Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of City and CMAR and not for the benefit of any other party.

12.9 **Governing Law.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 **Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 **Compliance with All Laws.** CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies, including but not limited to the mandatory statutory provisions in Exhibit __, attached and made a part of this Agreement. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.

12.12 **Legal Requirements.** CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.13 **Construction Documents.** It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

12.14 **Independent Contractor.** CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 **The City's Right of Cancellation.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.16 **Survival.** All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

12.17 **Covenant against Contingent Fees**. CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 **No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.20 **Notice.**

12.20.1 Many notices or demands required to be given, pursuant to the terms of this Agreement, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

to CMAR:

C and E Paving & Grading
740 S Heckethorn Rd
Flagstaff, AZ 86001
Attn: Harvey (Corkey) Heckethorn
Phone: (928) 774-4133

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Patrick Brown, Purchasing Director
Phone: (928) 213-2277

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Scott Overton, Streets Section Director
Phone: (928) 213-2107

Design Professional:

Peak Engineering, Inc.
Julie Leid, PE
110 N. Agassiz Street
Flagstaff, AZ 86001
Phone: (928) 774-4046

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.20.2 Notices Related to Payment, Securities-in-lieu and Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

Harvey (Corkey) Heckethorn
C and E Paving & Grading
740 S Heckethorn Rd
Flagstaff, AZ 86001
Phone: (928) 774-4133

to City:

Patrick Brown, Purchasing Director

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2277

With copies to:

Scott Overton, Streets Section Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2107

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.21 Confidentiality of Plans and Specifications

12.21.1 Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the City.

12.21.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by CMAR shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of the Street Maintenance Program 2011 Project Agreement with the City of Flagstaff."

12.22 CMAR and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.22.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to City for all employees considered for performing work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquires are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by CMAR for other work not involving the City. An employee rejected for work under this Agreement shall not be proposed to perform work under other City Agreements or engagements without City's prior approval.

12.22.2 Criteria for Evaluating Security Inquiries. Once formally adopted by City, criteria for excluding an individual from performing work under this Agreement shall be communicated by City to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by City in evaluating its own personnel.

12.22.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information

pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.22.4 Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.22.5 Materiality of Security Inquiry Provisions. The security inquiry provisions of this Agreement, as set forth above, are material to City 's entry into this Agreement and any breach thereof by CMAR may, at City's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

12.23 Hazardous Materials

12.23.1 Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the City.

12.23.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the City may agree, in writing, to continue work in non-affected areas on the Site.

12.23.3 An extension of Contract Time may be granted in accordance with Article 6.

12.23.4 CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.24 Computer Systems. CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

12.25 Traffic Control. CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

THE CITY OF FLAGSTAFF, ARIZONA

Street Maintenance Program 2018, 2019, 2020

2019 Construction Phase Services

Project No. 01-20001, Agreement No. 2018-32: O&CS

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

CMAR agrees that this Agreement, as awarded, is for the stated Work and understands that payment for the total Work shall be made on the basis of the indicated amount(s), per the terms and conditions of this Agreement.

Total Contract Price

Five million, six hundred twenty-seven thousand, four hundred twenty-two dollars and ten cents

$5,627,422.10

THE CITY OF FLAGSTAFF, ARIZONA

By:_____
Greg Clifton, City Manager

C AND E PAVING & GRADING, LLC.

By:_____

Title:_____

(Corporate Seal)

ATTEST:

_____
City Clerk

_____
ATTEST: (Signature and Title)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A - PROJECT DESCRIPTION

Following is a brief description of the Project for which the Construction Phase Services specified in this Agreement are to be performed:

The Street Maintenance Program includes street overlay, chip seal, micro seal and crack sealing construction to preserve and maintain existing asphalt street and parking lot pavements. The contract work also includes removal and replacement of curb returns and sidewalks at many locations on the streets overlaid to bring these streets into compliance with the Americans with Disabilities Act ("ADA"). Traffic signal detection modifications may be required where the work disturbs existing detection equipment. Utility adjustments and pavement marking are also included in the work.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the Owner. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index ("OCI") based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

The Street Maintenance Program provides surface treatments as required to preserve and maintain pavement condition on the 664 lane miles of City streets. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

Contractors will have civil construction challenges typical to Flagstaff. The successful contractor/firm/team selected for this project is expected to have significant demonstrated experience in both the type of work required and constructing facilities in colder, high altitude climates with a limited construction season.

EXHIBIT B – APPROVED GMP PROPOSAL

PROJECT #: 01-20001 **DATE:** April 29, 2020
PROJECT NAME: Street Maintenance Program 2018, 2019, 2020

Street Maintenance 2020 Construction Phase Services
GMP Attached as separate document (*Exhibit B – 2020 GMP.pdf*).

EXHIBIT C – TECHNICAL SPECIFICATIONS

PROJECT #: 01-20001 **DATE:** April 2020
PROJECT NAME: Street Maintenance Program 2018, 2019, 2020

Street Maintenance 2020 Construction Phase Services
Technical Specifications attached as separate document (*Exhibit C – 2020 Specifications.pdf*).

GMP SUMMARY 2020



STREET MAINTENANCE PROGRAM

PROJECT NO: 01-20001

GMP SUMMARY

PROJECT NAME:	City of Flagstaff Street Maintenance Program 2020
PROJECT NUMBER:	01-20001
LAST UPDATED:	4/28/2020
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations -
OWNER PHONE:	(928) 779-7685

C and E
PAVING & GRADING L.L.C.

GMP SUMMARY					
A	COST OF THE WORK (LABOR, MATERIALS, EQUIPMENT)				$4,240,825.44
B	CM@RISK'S CONTINGENCY				$138,000.00
	INDIRECT COSTS			RATE	$4,378,825.44
C	CONSTRUCTION FEE			4.8%	$263,492.26
D	GENERAL CONDITIONS			9.8%	$537,963.37
	D1	PAYMENT AND PERFORMANCE BOND	$34,473.57	0.628%	
	D2	INSURANCE	$68,068.83	1.24%	
E	SALES TAX		(9.181)	.05631577	$309,141.04
			F. TOTAL GMP		$5,489,422.10
			G. OWNER'S CONTINGENCY		$138,000.00
			H. CONTRACT AMOUNT		$5,627,422.10

CITY OF FLAGSTAFF
GENERAL CONDITIONS ESTIMATE

PROJECT NAME:	City of Flagstaff Street Maintenance Program - 2020
PROJECT NUMBER:	01-20001
LAST UPDATED:	4/28/2020
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations
OWNER PHONE:	(928) 779-7685

C and E
PAVING & GRADING L.L.C.

PHASE #		CATEGORY DESCRIPTION	NOTES / SCOPE	BUDGET
General Requirements				
1		VEHICLE / FUEL ALLOWANCE		$71,589.71
1		PROJECT MANAGER		$96,482.68
1		SUPERINTENDENT		$78,375.33
1		OFFICE PERSONNEL		$13,337.85
1		OFFICE SUPPLIES AND EQUIPMENT		$3,878.48
1		SITE MECHANIC & SERVICE TRUCK		$45,331.08
1		TEMP SANITARY FACILITIES		$2,197.40
1		ADDITIONAL PUBLIC NOTICES AND DELIVERY/ LIME / CONCRETE PLASTIC		$5,831.73
		SURVEY		$4,143.92
1		MOBILIZATION		$45,635.00
1		WARRANTY RESERVE	1.25% OF PROJECT	$68,617.78
1		GL INSURANCE	1.24% OF PROJECT	$68,068.83
1		PERFORMANCE BOND	.0062827% OF PROJECT	$34,473.57
TOTAL				$537,963.37

COST SCHEDULE OF VALUES

2020 COF STREETS

OVERLAY and CHIP SEAL — *Schedule of Values*

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	AIRPORT CRACK FILL	0.0	T	$3,700.00	$0.00
2	CRACK SEALING	117.0	T	$3,650.00	$427,050.00
3	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER)	100.0	T	$255.00	$25,500.00
4	MILL LARGE CRACKS (2 inch depth and 2 feet wide) INSTALL NEW ASPHALTIC CONCRETE INTO MILLED AREA	9,330.0	LF	$12.00	$111,960.00
5	BITUMINOUS MATERIAL (CRS-2P) approx. 265427 S.Y. @ .35 gpsy / 239 gal per ton	388.7	T	$560.00	$217,672.00
6	COVER MATERIAL (CM-11)	3,732.0	T	$80.00	$298,560.00
7	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	12.0	EA	$400.00	$4,800.00
8	LOWER WATER VALVE BOX	43.0	EA	$400.00	$17,200.00
9	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	5,267.0	SY	$81.00	$426,627.00
10	STREET REBULDING & PATCHING CONTINGENCY	0.0	SY	$0.00	$0.00
11	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	4,458.0	SF	$23.10	$102,979.80
12	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING 6" ABC)	2,253.6	SF	$24.90	$56,114.64
13	REMOVE AND REPLACE CURB AND GUTTER (ROLL-INCLUDING 3" ABC)	351.0	LF	$33.35	$11,705.85
14	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL-INCLUDING 3" ABC)	410.0	LF	$39.86	$16,342.60
15	REMOVE AND REPLACE CURB IN APRON	473.0	LF	$38.00	$17,974.00
16	REMOVE AND REPLACE SIDEWALK (INCLUDING 3" ABC)	6,205.0	SF	$13.25	$82,216.25
17	REMOVE AND REPLACE SEWER MANHOLE	0.0	EA	$0.00	$0.00
18	MANHOLE RECONSTRUCTION	0.0	EA	$0.00	$0.00
19	REMOVE RAMP & INSTALL DETECTABLE WARNING (RETROFIT DOMES) INCLUDING 3" ABC	59.0	EA	$1,555.00	$91,745.00
20	REMOVE RAMP & INSTALL DETECTABLE WARNING (PARALLEL RAMP AND DOMES) INCLUDING 3" ABC	18.0	EA	$2,032.00	$36,576.00
21	REMOVE RAMP & INSTALL DETECTABLE WARNING (ADA-OTHER) INCLUDING 3" ABC	0.0	EA	$0.00	$0.00
22	PAVEMENT MILLING	117,805.4	SY	$2.00	$235,610.80
23	TACK COAT (SS-1H)	31.9	T	$1,295.00	$41,310.50
24	MODIFIED ASPHALT CONCRETE 1/2" MIX	4,026.0	T	$123.00	$495,198.00
25	MODIFIED ASPHALT CONCRETE 1/2" MIX	7,494.0	T	$123.31	$924,085.14
26	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062)	64.0	EA	$605.00	$38,720.00
27	ADJUST METER BOX IN SIDEWALK	1.0	EA	$500.00	$500.00
28	ADJUST WATER VALVE BOX and COVER (CITY DTL. 9-03-060) CONTRACTOR to FURNISH NEW HARDWARE to NUT	80.0	EA	$780.00	$62,400.00
29	REMOVE AND REPLACE METER BOX IN ASPHALT (WITH CONCRETE COLLAR)	0.0	EA	$0.00	$0.00
30	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062)	3.0	EA	$540.00	$1,620.00
31	REMOVE AND REPLACE SURVEY MONUMENTS	33.0	EA	$205.50	$6,781.50
32	TRAFFIC CONTROL (OVERLAY)	1.0	LS	$227,046.83	$227,046.83
33	TRAFFIC CONTROL (CHIP SEAL)	1.0	LS	$138,329.41	$138,329.41
34	CONSTRUCTION SURVEY	1.0	LS	$8,600.00	$8,600.00
35	STRIPING AND MARKING	1.0	L	$115,600.12	$115,600.12
36	TRAFFIC CONTROL LOOPS (CITY DTL. 10-06-013) LOOP'S ONLY	0.0	EA	$0.00	$0.00
37	TRAFFIC SIGNAL VIDEO DETECTOR	0.0	EA	$0.00	$0.00
38	STANDARD MAG OVERLAY	0.0	T	$0.00	$0.00
39	TRAFFIC CONTROL LOOPS (CITY DTL. 10-06-013) LOOP'S ONLY	0.0	EA	$0.00	$0.00
40	TRAFFIC SIGNAL VIDEO DETECTOR	0.0	EA	$0.00	$0.00

TOTAL COST=	$4,240,825.44

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
1	AIRPORT CRACK FILL	SUBCONTRACTOR	0	T	$0.00	$0.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			0	T	$0.00	Total:	$0.00
2	CRACK SEALING	SUBCONTRACTOR	117	T	$3,600.00	$421,200.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$50.00	$5,850.00	
			117.0	T	$3,650.00	Total:	$427,050.00
3	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER)	SUBCONTRACTOR	100	T	$0.00	$0.00	
		MATERIALS			$84.00	$8,400.00	
		EQUIPMENT			$89.10	$8,910.00	
		LABOR			$81.90	$8,190.00	
			100.0	T	$255.00	Total:	$25,500.00
4	MILL LARGE CRACKS (2 inch depth and 2 feet wide) INSTALL NEW ASPHALTIC CONCRETE INTO MILLED AREA	SUBCONTRACTOR	9330.0	LF	$0.00	$0.00	
		MATERIALS			$2.20	$20,526.00	
		EQUIPMENT			$5.58	$52,061.40	
		LABOR			$4.22	$39,372.60	
			9330.0	LF	$12.00	Total:	$111,960.00
5	BITUMINOUS MATERIAL (CRS-2P) approx. 265427 S.Y. @ .35 gpsy / 239 gal per ton	SUBCONTRACTOR	388.7	Ton	$161.90	$62,930.53	
		MATERIALS			$394.00	$153,147.80	
		EQUIPMENT				$0.00	
		LABOR			$4.10	$1,593.67	
			388.7	Ton	$560.00	Total:	$217,672.00
6	COVER MATERIAL (CM-11)	SUBCONTRACTOR	3,732.0	Ton	$0.00	$0.00	
		MATERIALS			$34.00	$126,888.00	
		EQUIPMENT			$34.35	$128,194.20	
		LABOR			$11.65	$43,477.80	
			3732.0	Ton	$80.00	Total:	$298,560.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
7	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	SUBCONTRACTOR	12	EA	$365.00	$4,380.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$35.00	$420.00	
			12	EA	$400.00	Total:	$4,800.00
8	LOWER WATER VALVE BOX	SUBCONTRACTOR	43.00	EA	$365.00	$15,695.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$35.00	$1,505.00	
			43.00	EA	$400.00	Total:	$17,200.00
9	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	SUBCONTRACTOR	5267	SY	$0.00	$0.00	
		MATERIALS			$26.00	$136,942.00	
		EQUIPMENT			$32.00	$168,544.00	
		LABOR			$23.00	$121,141.00	
			5267	SY	$81.00	Total:	$426,627.00
10	STREET REBULDING & PATCHING CONTINGENCY	SUBCONTRACTOR	-	SY		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			-	SY	$0.00	Total:	$0.00
11	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	SUBCONTRACTOR	4,458.00	SF	$8.25	$36,778.50	
		MATERIALS			$0.98	$4,368.84	
		EQUIPMENT			$4.70	$20,952.60	
		LABOR			$9.17	$40,879.86	
			4,458.00	SF	$23.10	Total:	$102,979.80
12	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING 6" ABC)	SUBCONTRACTOR	2,253.60	SF	$8.25	$18,592.20	
		MATERIALS			$1.25	$2,817.00	
		EQUIPMENT			$5.15	$11,606.04	
		LABOR			$10.25	$23,099.40	
			2,253.60	SF	$24.90	Total:	$56,114.64

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
13	REMOVE AND REPLACE CURB AND GUTTER (ROLL-INCLUDING 3" ABC)	SUBCONTRACTOR	351	LF	$16.50	$5,791.50	
		MATERIALS			$0.42	$147.42	
		EQUIPMENT			$6.16	$2,162.16	
		LABOR			$10.27	$3,604.77	
			351	LF	$33.35	Total:	$11,705.85
14	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL-INCLUDING 3" ABC)	SUBCONTRACTOR	410	LF	$17.95	$7,359.50	
		MATERIALS			$1.03	$422.30	
		EQUIPMENT			$9.58	$3,927.80	
		LABOR			$11.30	$4,633.00	
			410	LF	$39.86	Total:	$16,342.60
15	REMOVE AND REPLACE CURB IN APRON	SUBCONTRACTOR	473.0	LF	$18.50	$8,750.50	
		MATERIALS			$0.75	$354.75	
		EQUIPMENT			$8.35	$3,949.55	
		LABOR			$10.40	$4,919.20	
			473.0	LF	$38.00	Total:	$17,974.00
16	REMOVE AND REPLACE SIDEWALK (INCLUDING 3" ABC)	SUBCONTRACTOR	6,205.00	SF	$4.35	$26,991.75	
		MATERIALS			$0.32	$1,985.60	
		EQUIPMENT			$2.05	$12,720.25	
		LABOR			$6.53	$40,518.65	
			6,205.00	SF	$13.25	Total:	$82,216.25
17	REMOVE AND REPLACE SEWER MANHOLE	SUBCONTRACTOR	-	EA		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			-	EA	$0.00	Total:	$0.00
18	MANHOLE RECONSTRUCTION	SUBCONTRACTOR	-	EA		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			-	EA	$0.00	Total:	$0.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
19	REMOVE RAMP & INSTALL DETECTABLE WARNING (RETROFIT DOMES) INCLUDING 3" ABC	SUBCONTRACTOR	59.00	EA	$1,054.00	$62,186.00	
		MATERIALS			$5.10	$300.90	
		EQUIPMENT			$275.00	$16,225.00	
		LABOR			$220.90	$13,033.10	
			59.00	EA	$1,555.00	Total:	$91,745.00
20	REMOVE RAMP & INSTALL DETECTABLE WARNING (PARALLEL RAMP AND DOMES) INCLUDING 3" ABC	SUBCONTRACTOR	18.00	EA	$1,061.00	$19,098.00	
		MATERIALS			$6.50	$117.00	
		EQUIPMENT			$357.00	$6,426.00	
		LABOR			$607.50	$10,935.00	
			18.00	EA	$2,032.00	Total:	$36,576.00
21	REMOVE RAMP & INSTALL DETECTABLE WARNING (ADA-OTHER) INCLUDING 3" ABC	SUBCONTRACTOR	-	EA		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			-	EA	$0.00	Total:	$0.00
22	PAVEMENT MILLING	SUBCONTRACTOR	117,805.40	SY	$0.00	$0.00	
		MATERIALS			$0.03	$3,534.16	
		EQUIPMENT			$1.75	$206,159.45	
		LABOR			$0.22	$25,917.19	
			117,805.40	SY	$2.00	Total:	$235,610.80
23	TACK COAT (SS-1H)	SUBCONTRACTOR	31.9	T	$1,100.00	$35,090.00	
		MATERIALS			$195.00	$6,220.50	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			31.9	T	$1,295.00	Total:	$41,310.50
24	MODIFIED ASPHALT CONCRETE 1/2" MIX	SUBCONTRACTOR	4026.0	T	$0.00	$0.00	
		MATERIALS			$108.00	$434,808.00	
		EQUIPMENT			$11.60	$46,701.60	
		LABOR			$3.40	$13,688.40	
			4026.0	T	$123.00	Total:	$495,198.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
25	MODIFIED ASPHALT CONCRETE 1/2" MIX	SUBCONTRACTOR	7,494.00	T	$0.00	$0.00	
		MATERIALS			$108.00	$809,352.00	
		EQUIPMENT			$10.38	$77,787.72	
		LABOR			$4.93	$36,945.42	
			7,494.00	T	$123.31	Total:	$924,085.14
26	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062)	SUBCONTRACTOR	64.00	EA	$560.00	$35,840.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$45.00	$2,880.00	
			64.00	EA	$605.00	Total:	$38,720.00
27	ADJUST METER BOX IN SIDEWALK	SUBCONTRACTOR	1	EA	$325.00	$325.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$175.00	$175.00	
			1	EA	$500.00	Total:	$500.00
28	ADJUST WATER VALVE BOX and COVER (CITY DTL. 9-03-060) CONTRACTOR to FURNISH NEW HARDWARE to NUT	SUBCONTRACTOR	80	EA	$570.00	$45,600.00	
		MATERIALS			$177.00	$14,160.00	
		EQUIPMENT			$15.00	$1,200.00	
		LABOR			$18.00	$1,440.00	
			80	EA	$780.00	Total:	$62,400.00
29	REMOVE AND REPLACE METER BOX IN ASPHALT (WITH CONCRETE COLLAR)	SUBCONTRACTOR	0	EA	$0.00	$0.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			0	EA	$0.00	Total:	$0.00
30	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062)	SUBCONTRACTOR	3	EA	$510.00	$1,530.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$30.00	$90.00	
			3	EA	$540.00	Total:	$1,620.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
31	REMOVE AND REPLACE SURVEY MONUMENTS	SUBCONTRACTOR	33	EA	$170.00	$5,610.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$35.50	$1,171.50	
			33	EA	$205.50	Total:	$6,781.50
32	TRAFFIC CONTROL (OVERLAY)	SUBCONTRACTOR	1	LS	$190,327.72	$190,327.72	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR			$36,719.11	$36,719.11	
			1	LS	$227,046.83	Total:	$227,046.83
33	TRAFFIC CONTROL (CHIP SEAL)	SUBCONTRACTOR	1.0	LS	$101,829.41	$101,829.41	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR			$36,500.00	$36,500.00	
			1.0	LS	$138,329.41	Total:	$138,329.41
34	CONSTRUCTION SURVEY	SUBCONTRACTOR	1	LS	$8,600.00	$8,600.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			1	LS	$8,600.00	Total:	$8,600.00
35	STRIPING AND MARKING	SUBCONTRACTOR	1	L	$115,600.12	$115,600.12	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			1	L	$115,600.12	Total:	$115,600.12
36	TRAFFIC CONTROL LOOPS (CITY DTL. 10-06-013) LOOP'S ONLY	SUBCONTRACTOR	0	EA		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			0	EA	$0.00	Total:	$0.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
37	TRAFFIC SIGNAL VIDEO DETECTOR	MATERIALS	0	EA		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			0	EA	$0.00	Total:	$0.00
38	STANDARD MAG OVERLAY	MATERIALS	0	T		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			0	T	$0.00	Total:	$0.00
39	TRAFFIC CONTROL LOOPS (CITY DTL. 10-06-013) LOOP'S ONLY	MATERIALS	0	EA		$0.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			0	EA	$0.00	Total:	$0.00
40	TRAFFIC SIGNAL VIDEO DETECTOR	MATERIALS	0	EA		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			0	EA	$0.00	Total:	$0.00

Total: $4,240,825.44

LIST OF PLANS AND SPECIFICATIONS

Flagstaff Street Maintenance Program - 2020
Peak Engineering, Inc. (928) 774-4046

Project No: 01-20001

Drawing No.	Drawing Title	Release Date
C1.0	Cover Sheet	04-2020
C1.1	Notes and Legend	04-2020
C1.2	Project Map North	04-2020
C1.3	Project Map South	04-2020
C1.4	Details	04-2020
C1.5	Improvement Schedule	04-2020

Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction General Provisions

City of Flagstaff Amendments to Maricopa Association of Governments General Provisions

Peak Engineering, Inc. Special Provisions

C and E
PAVING & GRADING
L.L.C.

LIST

OF

CLARIFICATIONS

AND

ASSUMPTIONS

Project No: 01-20001

Clarifications and Assumptions

City of Flagstaff Street Maintenance Program – 2020

1. It is assumed that City of Flagstaff team members will assist the contractor in identifying and marking the stop and start areas for pavement milling and chip seal.
2. If cross-street approaches are to be overlaid, the Engineer shall outline the location and extent of work on cross-streets prior to beginning the work.
3. We realize that no potable water will be utilized on this project. We will need to obtain a permit (no fee) at the Wildcat Hill Waste Water Treatment Plant and will be responsible for complying with all permit requirements.
4. The January 2020 ADOT Index was used to construct the GMP Asphalt prices for this project. Adjustments may have to be made during construction with variances in the Index.
5. It is assumed that during the term of this contract; 2019 MAG and C.O.F. Specifications will govern.
6. The City of Flagstaff will furnish all necessary quality control testing for this project.
7. GMP was built using engineers estimated quantities for striping. No revisions to striping was discussed. Any future revisions will be negotiated.
8. No obliteration of existing striping is included in this GMP.
9. No Thermo will be used in Chip Seal Streets.

    a) All four-inch Double Solid Yellow will be "Paint"
    b) All 18-inch Preformed Stop Bars will be "Thermo"
    c) All four-inch Broken White will be "Paint"
    d) All four-inch Solid and four-inch Broken Yellow will be "Paint"
    e) Solid White Edge Line will be "Paint"
    f) Six-inch Solid White Bike Lane Line "Paint"
    g) Painted Bike Assembly will be "Thermo"
    h) Preformed Turn Arrows will be "Thermo"
    i) Solid White Lane Lines will be "Paint"
    j) Six-inch Dashed Bike Lane will be "Paint"
    k) Piano Key Crosswalks will be "Thermo"

PROJECT

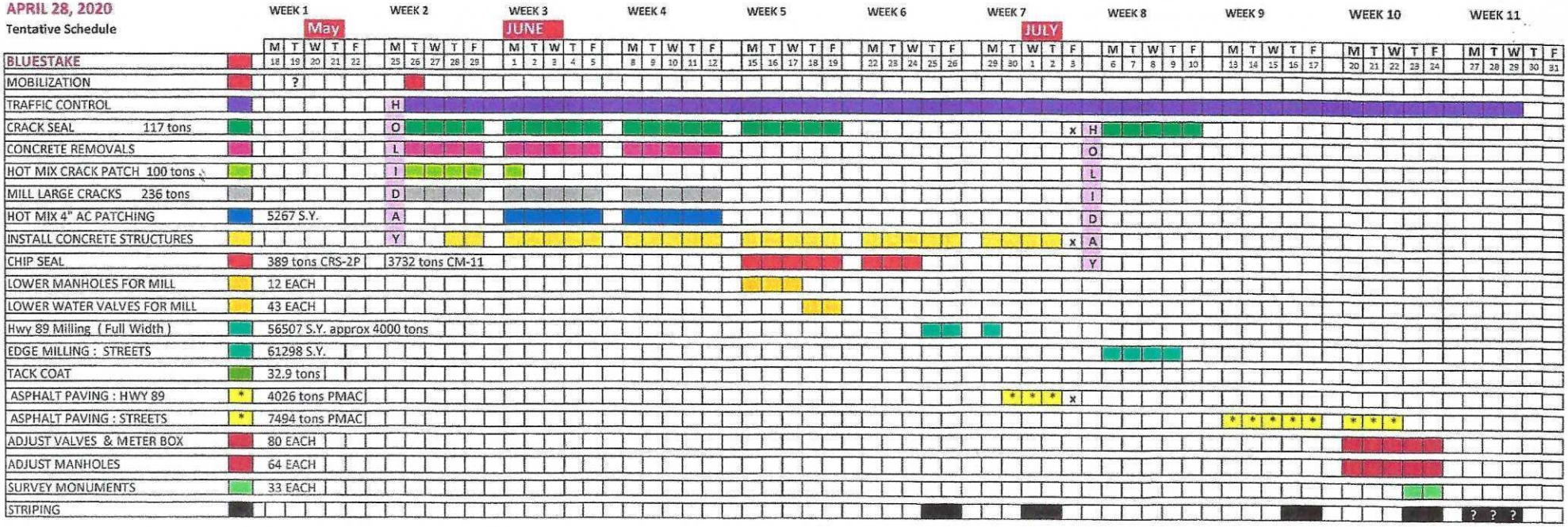
MASTER

SCHEDULE

C and E Paving & Grading L.l.c. CITY OF FLAGSTAFF 2020 CMAR MAINTENANCE PROGRAM / 01-20001 (CORKEY)

APRIL 28, 2020

Tentative Schedule



SPECIAL PROVISIONS

City of Flagstaff, Arizona

2020 Street Maintenance Program

City of Flagstaff Project Number:

01-20001

Prepared by:
Peak Engineering, Inc.
110 N Agassiz Street
Flagstaff, AZ 86001
PH: 928-774-4046
www.peakegr.com
EMAIL: julie@peakegr.com

Peak Project No: 20COF01



April 30, 2020

FINAL 1 Submittal Rev.1

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MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2020 EDITION, CITY OF FLAGSTAFF GENERAL PROVISIONS, AND CITY OF FLAGSTAFF ENGINEERING STANDARDS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 GENERAL CONDITIONS

SECTION 104 – SCOPE OF WORK

104.1.1 GENERAL

(Revise to include the following)

The Project includes milling and overlay (M&O) or chip seal of City of Flagstaff streets in the Northeast and Southeast quadrants of the City. City streets included for rebuild require a mill, overlay and isolated repair of areas with subgrade failure not remedied by an overlay. In addition, curb, gutter and sidewalk may be repaired or replaced where hazards or drainage conditions exist for streets requiring a mill and overlay.

Refer to the construction plans for locations and extents of M&O and chip seal work. In general, improvements are located in the Swiss Manor, Mobile Haven, Smokerise, Country Club and Amberwood neighborhoods. The scope of work also includes a section of Country Club Drive north of the I40 traffic interchange and Highway 89 from Marketplace to the City Limits.

The scope of work presented in these Special Provisions and the accompanying construction plans more specifically include the following.

Mill & Overlay

- Paving improvements
    - Edge milling
    - Full width milling where medians exist
    - Isolated full depth pavement replacements at failure areas
    - Cleaning and sealing of noted cracks
    - Modified Asphaltic Concrete (MAC) Overlay
    - Pulverization and reconstruction of isolated roadway segments
- Isolated curb and gutter replacement in areas of drainage impediments
- Isolated sidewalk replacement where concrete panels create a trip hazard or exceed ADA tolerance.
- Isolated reconstruction or replacement of sidewalk ramps and landings for inclusion of truncated domes or for meeting geometric requirements of ramp landings
- Street striping
- Adjustment and replacement of concrete collars around utility appurtenances and survey monuments
- Isolated replacement of water valve cans

Chip Seal

- Cleaning and sealing of noted cracks
- Protection of utility appurtenances and survey monuments

- Placement of bituminous material and cover material (chips)
- Street striping

104.1.2 MAINTENANCE OF TRAFFIC

(Revise to include the following)

Any full street closures will require the approval of the City and involve adequate re-routing (as approved by the City Traffic Engineer), notification of media, notification of residents and businesses in the project area and along the proposed route, and adequate temporary signage/signals. All street restrictions or closures must be coordinated with emergency responders.

See 107.6 for advance notification of work that may impact traffic.

Traffic Safety:

At the time of the pre-construction conference, the Contractor shall designate an employee who is qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. This person shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. Traffic control shall include pedestrian, bicycle and vehicular traffic.

Sanitation Pickup:

Regular residential sanitation pickup is scheduled every Monday (Trash) and Thursday (Recycling). Dumpster pick up varies from location to location; coordinate with the City's Environmental Division and the property owner for pick-up days. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Solid Waste Division of the Public Works Department contact is (928) 213-2110. The contact number for Waste Management is (928) 779-6050. If trash or recycle pickup is obstructed by the construction activity, the Contractor will be responsible for proper disposal.

Bulk trash pickup occurs approximately every 5 weeks with the specific schedule found on the City of Flagstaff website at: http://www.flagstaff.az.gov/DocumentCenter/View/50309.

Emergency Access:

All roadway closures shall be coordinated by the Contractor with Traffic Engineering and the City's Project Manager at least 1 week in advance of the closures. The Contractor shall submit the closure for approval to the Traffic Engineer, copy the information to the City's Project Manager, and forward the street closure information to the Fire Department, Police Department, and Emergency Medical Services after approval.

US Postal Service Access:

The Contractor shall be responsible for maintaining access for postal service within the project area at all times. The Contractor shall coordinate this work to avoid interruption of mail service. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox in kind, including post and foundation, at no cost to the resident or the City.

The Contractor shall maintain mailboxes, and/or provide temporary mailboxes, so that no disruption of mail service shall occur. If mail disruption is anticipated, the Contractor shall notify the City's Project Manager, Inspector, affected property owner and/or resident(s), and the Post Office at least 48 hours in advance.

Bus Route:

The Contractor is responsible for coordinating with Mountain Line for road closures, restrictions and possible delays as a result of construction. Contact Anne Dunno, (928) 779-6624.

The Contractor is responsible for coordinating with Flagstaff Unified School District's Transportation Department for road closures, restrictions and possible delays as a result of construction that could impact school bus routes in the work areas. Contact Bob Kuhn, Assistant Superintendent of Operations, (928) 220-2035.

104.1.3 WATER SUPPLY:

(revise to include)

The Contractor is advised that except for public water main flushing and testing, the City will not authorize the use of potable water for construction purposes. The Contractor shall determine the availability of reclaimed water for construction purposes by contacting the City of Flagstaff Utilities Department.

Prior to loading, hauling, and applying reclaim water, the Contractor shall be required to obtain the necessary permit (no fee) at the Wildcat Hill Wastewater Treatment Plant and will be responsible for complying with all permit requirements.

SECTION 105 – CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS

(Revise as follows)

The Contractor shall submit electronic copies product data and mix design(s) to the City for review. Only materials to be used on this specific construction project shall be submitted.

The General Contractor shall review and stamp all product data for conformance with the construction documents prior to submission.

Any engineering design performed by others and submitted for review shall bear a seal of an engineer registered in the appropriate jurisdiction and discipline. The adequacy of designs and layouts performed by others rests with the designing or submitting party.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION

(new)

See the City of Flagstaff Engineering Standards Division 13-03-006 and Appendix C for the City of Flagstaff Record Drawings Checklist.

105.5 COOPERATION OF CONTRACTOR:

(revise to include)

The Contractor's Project Manager and Project Superintendent shall attend weekly construction progress meetings. The Contractor shall be prepared to discuss construction schedule, construction activities planned for the upcoming two (2) weeks (submit proposed two (2) week schedule), problems, issues, any information required by the City's Project Representative, construction staking, business/residence/citizen complaints, safety, traffic control and pedestrian access requirements, weather delays experienced during the previous week, disposal of materials, access/construction coordination with businesses/residences, inspection/testing, overtime worked during the previous week, payments, water/sewer service disruption, submittals, field orders/field changes and any other business as necessary. The Contractor shall prepare meeting agendas and meeting minutes. Minutes shall be distributed within four (4) working days after the meeting.

Public Involvement: At the time of the Pre-construction Conference, the Contractor shall designate an employee that is fully responsible for coordination with the public, including but not limited to; the property owners, renters, leasers, Public media, the City of Flagstaff Public Information Officer and Mayor/Council. This person shall be qualified and experienced in public coordination and shall be available during all periods of construction to coordinate any issues.

Protection of Work: The Contractor is required to protect work during inclement weather. The Contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

(revise to include the following)

Unless noted otherwise in the contract documents, the Contractor shall lay out the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the City's Project Manager for clarification, before proceeding with the work.

SECTION 106 – CONTROL OF MATERIALS

106.2 SAMPLES AND TESTS OF MATERIALS

(revise second sentence to read as follows)

Unless otherwise specified, samples and tests will be made in accordance with either: the Materials Testing Manual of the Contracting Agency; the standard methods of AASHTO, ASTM, or ADOT, which were in effect and published at the time of advertising for bids.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.2 PERMITS

(revise to include the following)

Erosion Protection and Site Restoration

Erosion control shall be in accordance with Section 431 of the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction. BMP's are shown on the construction documents for the Contractor's use, however the Contractor shall modify BMP's as needed to control erosion. The SWPPP shall be kept and maintained on site during construction.

Measurement and Payment

Measurement shall include all items required to comply with the requirements of the AZPDES permit program and City of Flagstaff requirements. The cost for obtaining and complying with the AZPDES permit, inspection documentation, erosion control devices and all work associated with stormwater protection shall be included in the pay item for SWPPP.

107.6 PUBLIC CONVENIENCES AND SAFETY

REMOVAL OF PARKED VEHICLES

(revise to include the following)

Whereas on-street parking currently exists within the project limits, the Contractor shall give written notice, describing the proposed work and parking restrictions, to each adjacent business or residence. Written notice (with specific dates of anticipated construction work) shall be given at least **24-hours** in advance of the work. In the event that the work requires removal of parked vehicles, the Contractor shall coordinate removal to the nearest convenient side street at the Contractor's expense.

A special, separate notice is required for the crack seal portion of the work warning the adjacent residents of the dust and other problems associated with that work. In the event that the work requires removal of parked vehicles, they will be removed to the nearest convenient side street at the Contractor's expense.

107.7 BARRICADES AND WARNING SIGNS

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

The Traffic Barricade Manual referred to under this section and thereafter in the Standard Specifications shall be part of VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and Section 430 of these special provisions.

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible.

Prior to construction commencing, the Contractor shall prepare a video recording of the project area that adequately shows each private property within the project corridor to document existing conditions. A copy of this video shall be provided to the City in a viewable format.

As part of the work, the Contractor is responsible for replacing and/or restoring landscaping (including but not limited to fences, gates, brick pavers, retaining walls, landscape rock walls or rock barriers, parking bumpers, driveway materials, private signage, etc.), and any other owner improvements impacted by construction of the project (e.g. water meter and PRV installation, removal of the existing water meter and box, sewer service/clean outs, storm drain/catch basins, fire hydrants, driveway match backs, slope match backs, and gate adjustments) not otherwise called out on the construction plans.

SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:

(Revise to include)

It is the intention of the City of Flagstaff that the streets be re-striped prior to opening to traffic.

If the scheduling of the work does not permit re-striping of these streets prior to opening to traffic, lighted vertical panels shall be installed and maintained on 40' spacing, separating the opposing lanes of traffic and delineating designated turn lanes., until the required re-striping is completed.

In all cases, restriping shall be completed within 48 hours of completion of the surface treatment and opening to traffic. All preformed plastic markings shall be placed within one week of completion of surface treatment and opening to traffic.

SECTION 109 – MEASUREMENTS AND PAYMENTS

109.4 COMPENSATION FOR ALTERATION OF WORK:

(Revise to include)

Allowance and Contingency items will only be paid if explicitly authorized in a City of Flagstaff Construction Field Order from the City's Project Manager.

PART 200 – EARTHWORK

SECTION 211 FILL CONSTRUCTION

211.2 PLACING:

(Fourth paragraph, revise last sentence to read as follows)

However, such material shall not be placed within 3 feet of the finished subgrade of the fill.

211.3 – COMPACTING:

(Fifth paragraph; revised last sentence to read as follows)

Each layer shall be compacted to a uniform density of not less than 95 percent, or as directed by the Engineer.

(Sixth paragraph; revise first sentence to read as follows)

When fill material contains by volume over 25 percent of rock larger than 6 inches in the greatest dimension, the fill (up to 4 feet below finished subgrade) may be constructed in layers of a loose thickness not exceeding the maximum size of rock in the material. In no case shall such layers exceed 3 feet in thickness.

PART 300 – STREETS AND RELATED WORK

SECTION 301 SUBGRADE PREPARATION

301.2.2 UNSTABLE SUBGRADE

(new section)

If it is determined by the owner's representative that the subgrade is unstable for compaction and placement of aggregate base, the contractor shall use one of the following methods to make subgrade stable. This work shall be accomplished at no additional cost to the Owner.

Remove subgrade and replace with additional subbase (minimum of 2 feet of stockpiled asphalt millings), cement treating per MAG Section 311, or the use of geogrid such as Tensar BX1200 with an additional 12 inches of aggregate base per MAG Section 306.

Contractor should consult with Engineer prior to performing work.

Once the suspect areas are stabilized to the satisfaction of the engineer, the normal ABC sub-base should then be installed. The contractor shall take all reasonable efforts to eliminate or reduce construction traffic on the repaired areas.

301.3 RELATIVE COMPACTION

The work under this section shall be in accordance with the COF Revisions to MAG Uniform Standard Specifications Section 13-21-001-0301.3 as follows:

Revise phase in the first line of the first paragraph as follows:

"...depth of 6 inches." (deleted)

"...depth of 9 inches." (inserted).

Revise last three paragraph to read:

The subgrade shall be scarified and loosened to a depth of 9 inches. When fill material is required a layer of approximately 3 inches may be spread and compacted with the subgrade material to provide a better bond. The subgrade cut and fill areas shall be constructed to achieve a uniform soil structure having the following density when tested in accordance with AASHTO T-99, Method A; T-191 or ASTM D-2922; and D-3017 with the percent of density adjusted in accordance with the rock correction procedures for maximum density determination, standard detail #190, to compensate for the rock content larger than that which will pass a No. 4 sieve:

a. Major streets - 95 percent

b. Other streets and traffic ways - 95 percent

c. Curbs, gutter and sidewalks - 95 percent

Modify to add:

Moisture content shall be within two percent of optimum.

301.4 SUBGRADE TOLERANCES:

(revise to read as follows)

Subgrade upon which pavement, sidewalk, curb and gutter, driveways, or other structures are to be directly placed shall not vary more than ¼ inch from the specified grade and cross-section. Subgrade upon which sub-base or base material is to be placed shall not vary more than ½ inch from the specified grade and cross-section. Variations within the above specified tolerances shall be compensating so that the average grade and cross-section specified are met.

301.8 PAYMENT:

(revise as follows)

No separate payment will be made for Subgrade Preparation, it is incidental to roadway construction.

SECTION 305 STREET REBUILDING

(revise to include a new section)

305.1 DESCRIPTION

Certain small areas of the streets to be overlaid are to be rebuilt before overlay. These areas will be marked in the field by the Engineer. This work shall consist of removal and disposal of existing materials, subgrade preparation, and furnishing and placing asphaltic concrete.

305.2 CONSTRUCTION

The areas may vary in size. The existing pavement, base, and subgrade will be removed to an elevation that will facilitate minimum City of Flagstaff asphalt structural sections in detail 10-09-010. The subgrade will be compacted to 95%. The existing pavements shall be wheel or saw cut back to a neat straight line. The asphaltic concrete (3/4”) will be placed and compacted so that it meets the following requirements:

1. The density of the asphaltic concrete is as specified under Section 321.

2. The finished grade of new asphalt can be up to 1/4" above but no lower than the adjacent existing pavement or as directed by owner's representative.
3. The maximum thickness of the new asphaltic concrete is 6" placed in 2 lifts or as necessary to match existing pavement grade.

305.3 MEASUREMENT AND PAYMENT

Measurement and payment will be made at the contract unit price for each square yard of pavement removed and replaced as directed by the Engineer. Payment will be accepted as full compensation as for all equipment, labor and materials used under this item.

SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.2 PLACEMENT AND CONSTRUCTION:

The work under this section shall be in accordance with COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, Section 13-21-001-0310.2.

(revise 3rd paragraph to read)

After placement, the aggregate base course surface shall be true, even and uniform conforming to the grade and cross-section specified. In no case shall the aggregate base course vary by more than 1/4 inch above or below required grade.

Untreated base compaction shall be 95% under curb/gutter, sidewalk, driveway and alley entrances, handicap ramps, and catch basins. Under streets untreated base compaction shall be 100%. Moisture content shall be within two percent of optimum.

(modify to add)

Should suspension of operations take place between time of initial base placement and commencement of paving operations, contractor shall place additional aggregate base as required, and reestablish the specified grade and cross sections and compaction prior to paving.

Finish grading of aggregate base may be checked and verified by the Engineer. In areas of new paving, paving cannot commence until the grades have been checked and verified by the Engineer. The Engineer shall be notified once finish grading is ready for verification. The Engineer shall complete his or her checking and verification within 24 hours of notification. If the grades in these areas are found to be unacceptable by the Engineer, the Contractor shall regrade the areas to the satisfaction of the Engineer, at no additional expense to the Owner.

If, during the paving operations "soft spots" in the ABC are noted, they shall be excavated to a sufficient depth and backfilled with compacted ABC material (8" lifts) so that they are eliminated. No additional pavements will be made for soft spot repairs, the cost is to be included in the bid price.

310.5 PAYMENT:

(revise as follows)

Payment for aggregate base course shall be included in the contract unit prices for items of work that include aggregate base course.

SECTION 311 PLACEMENT AND CONSTRUCTION OF CEMENT TREATED SUBGRADE

311.2 MATERIALS

(Second sentence, revise to read)

The soil for the mixture shall consist of the material in the area to be paved or approved selected material.

(Last sentence, revise to read)

The cement content shall be determined by the procedures set forth in AASHTO T136-50 or ASTM D560-67. The selection of a cement content based on compressive strength requirements without regard to freeze-thaw durability will not be allowed.

311.4 CONSTRUCTION METHODS

(Second paragraph, revise to include the following)

Soil cement base course shall not be mixed with or placed on any frozen material; at the time of mixing and placing, the air temperature shall be 40ºF (5ºC) and rising, and the surface temperature shall be 45ºF (10ºC). The soil cement base course shall be protected from freezing for a minimum period of seven (7) days.

SECTION 317 ASPHALT MILLING

317.2 CONSTRUCTION REQUIREMENTS

(revise to include the following after the second paragraph)

The Contractor is responsible for the removal of pavement as per the typical sections and plans. It is anticipated that the work would be performed with a CMI Roto-mill or similar machine.

The pavement shall be removed with a minimum disturbance to the remaining pavement, curb and other improvements. All paving material removed by milling shall remain the property of the City. Portions of the millings shall be used for shoulder build up as directed and determined by owners' representative. All remaining millings shall be delivered to City property, location to be determined at the pre-construction meeting. All loose material shall be removed from the pavement surface immediately following the milling operation. A pickup broom or other suitable means shall be provided by the Contractor to perform this work. Any cleanup work, by hand brooming or shoveling, needed to pick up loose material shall also be provided by the Contractor.

Where the pavement is milled across a street, causing a significant bump for the traffic, the Engineer may order the milled area patched with temporary pavement. The Contractor shall immediately place milled asphaltic concrete in the rough area and remove this material no more than two hours before that street is overlaid.

The Contractor shall locate and lower, as necessary, any water valve boxes, manhole covers, survey monument boxes or other objects that may interfere with the pavement milling operation. The plans indicate “potential conflicts” the contractor is responsible for generating quantities and estimating accordingly. Payment will be made for lowering these facilities in a per-unit bases.

The Contractor shall schedule the pavement milling so that no street shall be milled more than ten calendar days prior to its scheduled date for overlay.

SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE

(Modify to add)

For patching and remove and replacements, asphalt concrete shall be a Type 3/4” dense surface course PG 58-28 for all asphalt paving, unless modified by the Engineer. For this project, a MAG Type C-3/4 surface course shall be taken as equivalent to Type 3/4” surface course.

In addition to the requirements of MAG Specification Section 710, the aggregates and mix to be incorporated into the work must also meet the following requirements:

Test	Test Results
Index of Retained Strength	60 Min.

Compaction of asphalt concrete shall be a minimum of 95% of ASTM D1559-75 Blow Method.

Minimum temperature as measured at lay down machine to be 275 degrees F.

321.4 APPLICATION OF TACK COAT

Modify to add:

Tack coat applied to vertical surfaces shall be sprayed (pressurized sprayer) or brushed on to ensure total (100%) coverage of the surface. Dribbling, spray bottle or pouring on will not be approved.

321.8 PLACEMENT

(modify to add)

Asphalt concrete shall only be placed upon a surface of at least 70ºF. The temperature of the asphalt concrete of any course, just prior to the dumping of the material from the hauling vehicle, shall be at least 275ºF; a lower temperature is allowed if written approval is given by the Engineer. Compaction and finishing shall be completed before the mix has cooled to 180ºF. The Engineer may authorize placement of asphalt concrete upon surfaces having a temperature of 45º. For above, providing those mentioned above and the following conditions are met.

a. The underlying surface is dry.

b. The weather is dry and without threat of precipitation.

c. The temperature of the asphalt concrete mixture is such that the sum of the air temperature plus the temperature of the mixture when placed is at least 320ºF – 345ºF pending on above surface temperatures.

Self-propelled lay down machines shall be used for all paving. This shall include patches larger than ±40 S.Y. (depending on patch shape) and as directed by the Engineer. Smaller patches may be placed by hand methods if the Contractor can demonstrate adequate placement and finishing control to the satisfaction of the Engineer. The size of the paver shall be approved by Engineer prior to beginning paving.

321.8.2 JOINTS

(modify to add)

Cold transverse and longitudinal joints shall be either trimmed backed and tacked, or heated with a joint heater. A cold joint shall be defined as any joint which has been placed for 6 hours or longer before adjoining asphalt is placed, unless approved by the Engineer.

The Contractor shall provide sufficient rollers (size and number) to compact the asphalt to the specified density. If the rollers being used do not appear capable of reaching the minimum density (as shown by field test results) paving operations shall be suspended until proper equipment is available.

Coarse aggregate from any and all raking operations shall be removed from the fresh asphalt surface prior to rolling.

321.8.3 ASPHALT LEVELING COURSE

(modify to add)

An acceptable surface shall not vary more than 1/4 inch from the lower edge of a 10 foot straightedge when placed parallel to the centerline of the roadway.

Asphalt shall not be placed on grade that is frozen.

321.8.4 BASE PREPARATION

(Modify to add)

If, during the paving operations “soft spots” in the ABC are noted, they shall be excavated to a sufficient depth and backfilled with compacted ABC material (8” lifts) so that they are eliminated. No additional pavements will be made for soft spot repairs, the cost is to be included in the lump sum bid price.

321.8.5 SMOOTHNESS

(modify to add)

The contractor is to supply the 12 foot straight edge and meet the approval of the owner / engineer prior to testing.

321.10.2 GRADATION, BINDER CONTENT AND AIR VOIDS

(modify first two sentences of the fourth paragraph)

The asphalt cement content shall be considered acceptable if it is within -0.30% to +0.40% of the mix design target value. If the asphalt binder content deviates more that the above amounts from the target value…

(modify next-to-last sentence from the fourth paragraph)

If the resulting average of the asphalt binder content deviates by more than -0.30% to +0.40% from the mix design target value…

321.10.4 ASPHALT PAVEMENT THICKNESS

(Modify to add #3)

(3) When the deficiency of the pavement thickness exceeds 1/4 inch, the pavement shall be overlaid on the area affected. In no case shall this overlay be less than one City block or 660 feet in length, whichever is less. This overlay shall be placed over the full width of pavement with a new mat of material specified by the Engineer; equal in thickness to the deficiency, but not less than 1 inch in any instance.

321.13 PAYMENT

Modify to add:

The cost for asphalt concrete pavement and tack coat shall be paid for as part of the appropriate unit bid price for the thickness and type of asphalt concrete specified.

SECTION 326 PLACEMENT AND CONSTRUCTION OF POLYMER MODIFIED ASPHALTIC CONCRETE (MAC)

326.1 DESCRIPTION

(revise the first sentence to read as follows)

Asphalt concrete overlay consists of milling existing pavements in accordance with the approved plans and placing and compaction of modified asphaltic concrete (MAC) and ADOT 409 Terminal Blend mix over existing asphaltic concrete paving.

326.1 DESCRIPTION

Modified Asphalt Concrete (MAC) overlay shall conform to the requirements of SECTION 325 – PLACEMENT AND COMPACTION OF ASPHALT-RUBBER ASPHALT CONCRETE, except as modified herein.

All references to ARAC in Section 325 shall be construed as applying to MAC overlay in section 326.

MAC concrete overlay consists of milling and overlay over existing asphaltic concrete pavement using MAC materials.

326.2 MATERIALS AND MANUFACTURE

(revise the section to read as follows)

The tack coat, asphaltic concrete mix, modified asphaltic concrete and transportation of the mix shall be as specified in Sections 321, 710, 719 and ADOT Section 409 as amended by the General Provisions and these Special Provisions.

Asphalt cement shall be PG64-28TR+ (MAC) or ADOT 409 Overlay PMRCA PG 64-28TR (ADOT 409 mix – 2" lift or less gradation). The mix designs shall include an antistripping agent when tests on aggregate indicate that the proposed aggregate is subject to stripping. The Contractor shall submit a mix design certified by a registered Professional Engineer for approval not less than fourteen (14) days prior to scheduled paving date. Engineer shall review the mix design in accordance with submittal procedures.

The aggregate gradation and percentage of binder for modified asphaltic concrete shall be in accordance with section 710, 719, M.A.G. 701 or ADOT Section 409 as amended by the General Provisions and Special Provisions.

326.8.6 POLYMER MODIFIED ASPHALT CONCRETE OVERLAY

(revise to include)

Before placing asphalt concrete overlay, severely raveled areas or cracked areas that are depressed more than ¾ inch from the adjoining pavements shall be cut out and patched at least 48 hours prior to the resurfacing operation. Over-asphalted areas or rough high spots shall be removed by burning or blading. Small shrinkage cracks (between ¼ inch to 1 ¾ inch) shall be filled in with asphalt sealing compound per Section 337. Large shrinkage cracks (in excess of 1 ¾ inch) shall be filled with 3/8" hot mix asphalt per Section 337 and acceptable to the City / engineer.

326.8.6.1 PLACING AND CONSTRUCTION METHODS

(new section)

Although the great majority of the work is straight-run overlay, the Contractor is cautioned that certain areas require careful treatment. So that the Contractor may review these areas and may account for them fully in his proposal, the City of Flagstaff points out that:

1. In some cases, cross-streets shall be overlaid on the approach. The location and extent of work on cross-streets shall be as outlined by the Engineer prior to beginning the work. However, for estimating purposes, no more than ten (10) cross-street approaches are to be overlaid and included under items of work shown in the Bid Proposal.

2. In areas of odd configuration, care will be taken to tack and overlay, to smooth lines that match adjacent existing pavement, curb, gutter and other controls. Handwork may be necessary.

3. Special care and additional grade control may be required at intersections, at cross-gutters, around returns, along curbs without concrete gutters, at conforms to railroad tracks and cross street and drives, etc. The object is to provide a smooth, attractive surface and to maintain positive surface drainage.

4. Two (2) "screed" men may be required while the lay-down machine conforms at gutter, dips or other places of difficult conform.

5. It shall be the contractors' responsibility to immediately clean up any spillage. Failure to limit spillage and keep the job site cleaned up from such spillage shall be justification to shut the work down until adequate procedures and resources are provided to resolve the problem. Modified Asphalt

Concrete shall be delivered and placed at a temperature no higher than necessary for placing, finishing, spreading and compacting, but shall be high enough to accomplish this work. The minimum temperature of the PMA, RAC, HMA, or MAC shall be 275°F. These temperatures will be taken at a point 1 inch below the surface at the point of delivery and may need to be higher if material is found unworkable by the Engineer. Asphalt concrete found deficient in temperature shall be rejected and removed from the job site at no cost to the contracting agency. No free treating fluid shall be present in the truck bodies at the time of asphalt concrete loading. Diesel fuel shall not be used as a treating fluid.

Section 321.6, Corrective Requirements for Deficiencies, shall apply to asphaltic concrete overlay in this contract.

326.8.6.2 ADJUSTMENTS

(new section)

After installation of an overlay course all necessary frame and cover adjustments for manholes, valve boxes, survey monuments, sewer clean-outs, etc. shall be completed by the contractor within the given segments being surfaced and shall be per City of Flagstaff typical details 9-03-060 and 9-03-62

326.13 PAYMENT

(revise the section to read as follows)

Payment for tack coat, asphaltic concrete and modified asphaltic concrete shall be in accordance with Section 321.

Payment for crack sealing shall be made in accordance with Section 337.

Payment for pavement milling shall be on a square yard basis in accordance with Section 317 and is to include trucking, disposal, pick up broom, and all work associated with pavement milling. Measurement for pavement milling will be made based on the length of pavement surface actually milled and the width specified or milled, whichever is less.

SECTION 330 ASPHALT CHIP SEAL

330.2.1 ASPHALT

(Revise to include)

Emulsified asphalt Type CRS-2P shall be used for the chip seal coat. See section 713 for additional specs.

330.3 TIME OF APPLICATION AND WEATHER CONDITIONS

(Second paragraph; revise second sentence to read as follows)

The ambient air temperature shall be at least 70ºF and rising.

(Third paragraph, revise to read as follows)

Asphalt chip seal shall not be performed between October 1 and May 1 unless specifically permitted by the City Engineer.

330.4.8 PROTECTION OF UTILITY APPURTENANCES AND ADJACENT PROPERTY

(new section)

The Contractor shall protect all manhole covers, water valve boxes, survey monuments, and/or other man-made features so that no bituminous material or cover material remains and so that covers can be easily accessed after sweeping. All adjacent sidewalks and driveways shall be swept and maintained clear of loose cover material.

SECTION 336 PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.2.2 PAVEMENT TO BE REMOVED

(Modify to add:)

The owner or his representative will field mark (in white or pink paint) approximate areas for removal and replacement. The contractor is to call Blue Stake (1-800-STAKE IT) PRIOR to digging or removing pavement.

336.2.3 TEMPORARY PAVEMENT REPLACEMENT

(Modify to add)

Temporary pavement replacement, as required in Section 601, shall be with UPMTM or an approved equal with a minimum thickness of 2 inches and shall conform to the following requirements:

DESCRIPTION:

1. The paving material shall be composed of an aggregate, as specified herewith, and plant mixed with Unique Paving Material (U.P.M.tm) liquid asphalt blend from the Sylvax Corporation or approved equal. The bituminous material shall be capable of coating wet aggregates without stripping, shall be available in various grades, and permit any one grade to be stockpiled and remain pliable and workable at a temperature of -15ºF for a minimum period of 12 months.

2. The paving material shall be capable of maintaining adhesive qualities in an uncovered stockpile or in paved areas which were damp or wet at the time of application for a minimum period of 12 months.

MATERIALS:

1. The aggregate gradation shall meet the following requirements:

Sieve Size	% Passing
3/8 inch	100
No. 4	85-100
No. 8	10-40

No. 16	10
No. 50	0-5
No. 200	2 maximum

2. The aggregate shall also meet the following criteria:

Sand equivalent	45 min.
Crushed faces	70% min.
Flakiness index	25 max.
Absorption	1.0 – 2.5%
Specific gravity	2.55 – 2.75%

3. Bituminous material:

The bituminous material shall be UPMTM liquid asphalt blend from the Sylvax Corporation or approved equal. When prepared from a base asphalt stock of either AC-10 or AC-20 and blended, it shall meet the following requirements:

Flash point (TOC)	200ºF (94ºC) min.
Kinematic Viscosity @140ºF (60ºC)	1000 – 4000 cSt
Water	0.2% max.

Distillate Test

(volume of original sample)

To 437ºF	0%
To 500ºF	0 – 55%
To 600ºF	0 – 20%
Residue from Distillate @ 680ºF	78 – 95%

Residue Test:

Absolute Viscosity @ 140ºF	125 poises

Penetration	200 min.
Ductility @ 39ºF	100 min.
Solubility in Trichloroethylene	99% min.

4. Composition of Mixture:

The mixture shall consist of an aggregate as specified and a bituminous material as specified mixed in such a manner as to contain approximately 6% of bituminous material per finished ton.

5. Preparation of Mixture:

The asphalt shall be heated to a temperature between 150ºF and 300ºF and mixed with the heated aggregate until all aggregates are uniformly coated. The mixed temperature shall not exceed 170ºF.

6. Plant and Equipment:

A batch-type mixer of approved design and capacity shall be used in mixing the ingredient materials.

336.2.4 PERMANENT PAVEMENT REPLACEMENT AND ADJUSTMENTS

Modify to add:

Reconstruct areas

Pavement reconstruction (reconstruct areas) shall be replaced as per the Reconstruction Detail included in these Specifications for all Reconstruction areas. The Geotextile fabric shall be a nonwoven material – 601 Geotextiles (8 oz/sq. yd.) or approved equal. Installation shall be as per Arizona Department of Transportation; "Standard Specifications for Road and Bridge Construction", Section 306; the manufacturer's recommended procedures, and to the approval of the Engineer.

If the plans or owner calls for a soil stabilization Geotextile the specified triaxial soil stabilizing material is to be Tensar TriAx TX160 or approved equal and installed per manufactures specifications.

Any and all asphalt reconstruct areas located on "free" asphalt edges to include thickened asphalt as per MAG S.D. 201, Type "B". All pavement replacement asphalt shall be M.A.G. PG 58-28 mm as specified in Section 710.

336.2.5.1 EXCESSIVE CRACKS / VOID FILLER

(new section)

Prior to any overlay construction the contractor is to fill in all pavements cracks per section 337.

336.2.5.2 EXCESSIVE RUTTING AND SHOVING FILLER

(new section)

Prior to any overlay construction the contractor is to fill (microsurface) in all pavements rutting / shoving in excess of ½" (depth) with the appropriate size (gradation) Hot Mix Asphalt.

336.5 PAYMENT

(Modify to add:)

Payment for pavement matching (patch) will be made on the basis of square yards under the Street Rebuilding (contingency) line item. Payment for crack / void excessive rutting and shoving filling will be made on the basis of tons.

SECTION 337 ASPHALT PAVEMENT CRACK SEALING AND CRACK FILLING

(revise as follows)

337.1 GENERAL

Crack sealing shall consist of blowing out loose material and sealing all cracks wider than 1/4 inch and narrower than 1 3/4" with an approved crack sealant.

For edge mill streets: crack sealing shall take place prior to milling.

For full-width mill areas: crack sealing shall take place after any specified milling and prior to placement of overlay.

The locations identified in Appendix B will receive only crack sealing.

337.2 MATERIALS

The crack sealant shall be composed of asphalt, reclaimed and or virgin synthetic rubber, and polymer modifiers. The material shall be approved by the Engineer prior to notice to proceed and shall meet the following requirements:

TEST	METHOD	REQUIREMENT
Softening point	ASTM D-36	200º F. Min.
Cone penetration @77ºF	ASTM D-3407	30 Min.
Resilience @77º F	ASTM D-3407	40% Min.
Flow	ASTM D-3407	3 mm Max.
Safe heating Temperature		410º F. Min.

Crack sealant shall be applied in accordance with manufacturer's recommendation.

337.4 APPLICATION OF CRACK SEALANTS AND CRACK FILLERS

(Modify to add)

Cracks in existing pavements 1/4 inch wide or wider shall be sealed. Cracks that are wider than 1 3/4" shall not be filled with crack sealant, but shall be filled with 3/8” hot mix asphalt. Crack sealing shall not

be done after the street edges have been milled if applicable. **Those cracks that are filled with dirt shall be blown out to a depth of no more than 1 1/2".**

Crack sealant shall be placed to an elevation approximately 1/4" below the pavement surface. Sealant on the pavement surface shall be minimized. Should traffic pick up the crack seal material, the contractor shall provide and apply sand or a **very light** application of fine graded sand to protect the sealant. If the contractor opens the roadway to traffic before the sealant is set, sand application will be done at the contractor's expense.

337.6 MEASUREMENT

Crack sealant shall be measured by the ton complete in place. The method of accounting for the material shall be discussed at the preconstruction conference and shall be acceptable to the Engineer. No separate measurement will be made for any sand necessary to prevent pickup by traffic.

337.7 PAYMENT

Payment will be full compensation for furnishing and placing all materials specified and used and shall include all labor, traffic control, equipment, tools and incidentals necessary to complete the work as prescribed and directed by the Engineer. All costs for sand or Portland cement will be included in the unit price for crack sealant.

SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.1 DESCRIPTION

(revise to include the following)

Appendix A is included to describe the location and approximate quantities of removals and replacements. Actual limits of removal and replacement will be as directed by the Engineer. Concrete valley gutter shall be constructed in accordance with City of Flagstaff Detail 8-06-010.

340.2 MATERIALS

(revise to read)

Concrete shall be Class A, containing 5 to 7% air entrainment, and conforming to applicable requirements of Section 725.

Curb & gutters, sidewalks, driveway aprons and handicapped sidewalk ramps shall be constructed on three (3) inches of aggregate base course. Valley gutters shall be constructed on eight (8) inches of aggregate base course. No direct payment will be made for aggregate base course. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. The contractor is to field verify number of dome panels needed for each ramp and bid accordingly. No additional payment will be made for "wider" ramps.

340.2.1 DETECTABLE WARNINGS

(revise to include the following)

Detectable warnings shall consist of raised truncated domes aligned in a square grid pattern in conformity to the Americans with Disabilities Accessibility Guidelines. Truncated domes shall have the following nominal dimensions: base diameter of 0.9 inches, top diameter to 0.4 inches, height of 0.2 inches, and dome spacing center-to-center spacing of 2.35 inches, measured between the most adjacent domes on the square grid. Detectable warnings shall contrast visually with adjoining surfaces. The material is to be durable with non-slip surface not subject to spalling, chipping, or separation. Uncoated Cast iron per East Jordan Iron Works or approved equal is to be used. The owner is to specify the color of the panels.

The following is a table of the approved suppliers. Contractor is to use one of the following suppliers or an approved equal.

DURALAST® Cast Iron: Coated or Uncoated	East Jordan Iron Works	(800-874-4100) http://www.ejiw.com
Cast Iron: Coated or Uncoated	Neenah Foundry Co	(800-252-5801) http://www.nfco.com
IRON PED Cast Iron: Coated or Uncoated	Manufactured by Neenah Foundry Co	(763-478-8128) http://www.ironped.com
CAST-DWD™ or CAST CORP Cast Iron: Coated or Uncoated	Cast Corporation	(218-263-8510) http://www.castcorporation.com
CAST-DWD™: Coated or Uncoated	Pioneer Detectable, LLC	(262-370-5355) (877-270-3663) http://www.metadome.com

340.3 CONSTRUCTION METHODS:

(revise to include the following)

The longitudinal extent of any curb and gutter removal, replacement necessary because of nonconformity with the plans or specification, and replacement due to damage prior to acceptance shall not be less than the appropriate contraction joint spacing.

340.3.1 SUBGRADE PREPARATION

The subgrade shall be compacted to a relative density of 95% max density.

340.3.7 FORM REMOVAL AND FINISHING

The Contractor shall take extra precaution to protect all freshly poured concrete from vandalism. The Contractor shall coordinate placement of all new concrete with businesses and residences a minimum of forty-eight (48) hours in advance of the work. Night work, admixtures to accelerate hydration and

setting of concrete and protective coverings should be considered by the Contractor to ensure that the finished concrete is free from any defects. Refer to MAG Specifications 107.10.

Concrete finishes shall be as called-out on the plans, details and in these Special Provisions. Any concrete finish that does not meet these requirements shall be removed and replaced at the Contractor's expense.

340.5 MEASUREMENT

(revise to include the following)

No separate measurement or payment will be made for saw cutting necessary for removal of pavement, curb, valley gutter or aprons. No separate measurement or payment will be made for 3" ABC under sidewalk or sidewalk ramps. The cost of saw cutting and ABC is to be measured and paid in the associated work items.

Measurement or payment for Remove Sidewalk & Install Sidewalk Ramp shall include all costs associated with special forming and handwork to construct the MAG 236-5 or 238-2 curb ramps including the curb at the back of the ramps. Measurement and payment will also be made of the necessary curb and gutter removal and replacement for the curb ramp. Measurement and payment will also be made of the necessary sidewalk removal and replacement through the curb ramp.

Measurement or payment for ramp retrofit shall include all costs associated with special forming and handwork to construct the curb ramps (as detailed on the plan sheets) including the curb at the back of the ramps if applicable. Measurement and payment is per each and includes truncated domes and formwork. The curb and gutter and concrete is measured separately in their respective pay items.

SECTION 345 ADJUSTING FRAMES, COVERS, VALVE BOXES, AND WATER METER BOXES

345.1 DESCRIPTION

(revise to include the following)

The adjustment of manhole frames and covers and water valve boxes shall be done in accordance with City Standard Drawing 9-03-060 and 9-03-062. The contractor is cautioned that only straight, centered (relative to adjustment pavement or concrete) valve boxes that conform to City Detail 9-03-060 will be acceptable. The Engineer will provide the contractor necessary direction for the appropriate adjustment or replacement of each valve box and cover.

In mill and overlay areas, all existing valve boxes, meter boxes, manhole covers, survey monument boxes, or similar items designated to remain in service shall be temporarily lowered prior to milling, so as t not impede milling operations.

The contractor is to supply a new top valve box and cover, as directed by the Engineer, to replace existing tops that are broken, non-standard or defective. Payment for furnishing of new top valve boxes and covers supplied as directed by the Engineer shall be at the bid unit price for Supply New Valve Top Box & Cover, unless the contractor breaks or damages an otherwise acceptable valve box and cover.

Payment for the installation of new top valve boxes and covers as directed by the Engineer shall be per the bid unit price for Adjust Water Valve Box.

When the entire existing valve box and cover is found to be unacceptable or not centered over the valve nut, the entire valve box and cover shall be excavated, removed and replaced under the Remove, Replace & Adjust Valve Box & Cover bid item. This item includes excavation to the valve nut, removal of the old box and cover, a new complete valve box and cover as well as the adjustment to grade.

Any usable valve box and covers removed under this contract shall remain the property of the City. The water valve box and covers that require removal and replacement shall be excavated and installed prior to the overlay. Final adjustments shall be made after repair and resurface of existing pavement.

On the proposed streets where the existing manhole collars are bigger than current City of Flagstaff standards additional labor and materials will be needed. When the contactor lowers the existing manholes, they are to remove the existing collars and fill the void with HMA per section 321 and place a new collar around the manhole frame per the City of Flagstaff Standard Detail 9-03-062. Payment for the HMA for collar patching only will be per unit cost for manhole lowering on each street.

The Contractor will be required to keep a record of locations of each frame or box as per the following:

1. For those boxes and frames readily visible, the Contractor will make reference points which will allow him to accurately locate frames and boxes after they are covered. It will be the Contractor's responsibility to preserve these reference points.

2. For those boxes and frames not visible before surface treatment, utilities representatives will locate frames and boxes, making a mark at each location. It will be the Contractor's responsibility to preserve these marks and all reference marks as required and identified in item 1 above.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 TRAFFIC CONTROL

401.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 401 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

401.4 TRAFFIC CONTROL MEASURES

(revise to include the following)

The streets shall remain open to through traffic at all times. One lane of traffic shall be open at all times on Highway 89, Empire Avenue, Country Club Drive, Market Place Drive, Butler Avenue and Test Drive. Other streets not listed but included in the program may be managed with local closures at the discretion of the City's Project Manager.

Prior to any construction, the contractor is to submit a traffic and pedestrian (if applicable) control plan for revisions and approval.

The Contractor is to supply and install, at 40-foot spacing, temporary raised pavement markers along the existing pavement stripes on the streets identified on the plans. Temporary raised pavement markers shall be as supplied by Davison Plastics Company or approved equal. The furnishing and installation of temporary raised pavement markers shall be considered incidental and included in the price bid for traffic control.

401.5 GENERAL TRAFFIC REGULATIONS

(Revise to be added)

The contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

Existing traffic signs, including stop, yield and street name signs shall be maintained by the contractor until such time as construction renders them obsolete. The contractor shall be responsible for furnishing and installing all permanent traffic signs as required by the construction plans and specifications.

401.6 MEASUREMENT

(revise to read)

Traffic control shall be measured as a single lump sum over the duration of the project.

401.7 PAYMENT

(modify to add)

Payment for traffic controls shall be a single lump sum.

SECTION 405 SURVEY MONUMENTS

405.1 DESCRIPTION:

(revise to include the following)

All right-of-way centerline monuments shall be set as part of this project. Existing right-of-way monuments shall be reset in accordance with Section 13-03-005-0004 of the City Engineering Standards. In locations where right-of-way centerline monuments are missing, monument locations shall be calculated by a registered land surveyor in the State of Arizona and new monuments shall be set by the same.

405.2 MATERIALS

(revise second paragraph to read)

All concrete shall be Class A with 5 to 7% air entrainment

405.3 CONSTRUCTION

(revise to read)

Survey monuments shall be set by a licensed land surveyor registered in the State of Arizona. Survey monuments shall be installed accurately per City of Flagstaff Engineering Detail 3-02-070

Monument information shall be documented in accordance with section 13-03-002-0007 of the City Engineering Standards. Information on the as-built plans shall be furnished by a registered land surveyor and include all the information listed in the City engineering standards, Section 13-03-002-0007(I). including, but not limited to: City assigned point number, street location, monument type, and NAVD88 elevation. The surveyor shall prepare and record a Record of Survey map showing the monuments found and set. This map shall include the City's unique identifying number for each point. The Result of Survey shall be reviewed and accepted by the City prior to recordation.

Any survey monuments with boxes and covers shall be adjusted to grade by the Contractor without disturbing the survey monument.

405.4 MEASUREMENT

(revise as follows)

Survey monuments shall be measured by measured by lump sum for all monument constructed and accepted.

SECTION 700 - MATERIALS

SECTION 702 BASE MATERIALS

702.1 GENERAL

(Revise to include the following)

The aggregate base course will be clean, free of organic matter, and be of such a nature to be compacted to a dense, firm layer capable of supporting loaded trucks and self-propelled pavers without rutting. Volcanic cinders shall not be used for base materials.

702.2 PHYSICAL PROPERTIES

(Table 702, revised to read as follows)

For aggregate base, the percentage by weight passing the No. 200 sieve shall be limited to no more than 10 percent.

SECTION 710 ASPHALTIC CONCRETE

710.2.1 ASPHALT BINDER

(revise the section to read)

The asphalt to be mixed with the mineral aggregate shall be paving grade asphalt conforming to AASHTO Designation MP1, *Standard Specification for Performance Grade Asphalt Binder* and shall be 58-28 for the patching, 68-28TB+ for the MAC and 68-28TB for the ADOT 409 mix unless otherwise specified in the special provisions or approved by owner.

710.3.2.1 MARSHALL MIX DESIGN

(revise to include the following)

Marshall mix design criteria will be used for both 3/4" and MAC. The aggregates and mix to be incorporated into the work shall also meet the following additional requirements:

Test	Acceptable	Test Results
AC TYPE Test	3/4"	½" MAC
Absorbed Asphalt Range (ASTM 1559)	0 - 1%	0 - 1%
Combined Water Absorption (AASHTO T-84)	0 - 2.25%	0 - 2.25%

Marshall Stability (ASTM D1559)	1800 min	1,000 min
Flow (ASTM D1559) Units of .01 inches	8 to 18	15 min
Air Voids Content (mix)	3% to 5%	3% to 5%
Tensile Strength Ratio (TSR) (AASHTO T 283, with optional freeze cycle)	0.75 min	0.75 min
Sodium Sulfate Soundness (AASHTO T-104)	12 % max	12 % max
Percent Carbonates (Arizona test Method 238)	30 % max	30 % max
Binder Content	5.3% to 6.0%	5.5% to 7%

All asphaltic concrete and modified asphaltic concrete shall contain a minimum of 1% Portland cement or dry hydrated lime by weight of total aggregate added to the aggregate in a pug mill prior to addition of the binder. The moisture content of the aggregate immediately prior to the addition of the admixture shall be a minimum of 3.0 %.

The contractor shall furnish the engineer with a job-mix formula for asphalt concrete not less than ten (10) days in advance of actual placement of the material. The job-mix formula, upon approval of the Engineer, shall be used to establish the standards to which field test results will be compared and to determine compliance of the materials furnished with all physical properties of the composite mix and its individual components as shown on the approved job-mix formula. The job-mix formula, with the allowable tolerances for a single test shall be used for monitoring compliance with the specifications.

The maximum permissible variation in the daily Marshall Plug unit weight from the unit weight shown in the approved job-mix shall be +/- 3%. If the unit weight of the Marshall Plug deviates from the permissible variation by more than 1%, production shall be halted until such time as the excess variation is corrected; payment will be reduced in accordance with Table 321-2.

The aggregate and mix to be incorporated into the work shall also meet the following requirements:

TEST	ACCEPTABLE TEST RESULTS
Loss on Abrasion (ASTM C0131 and/or ASSHTO 96) after 500 revolutions	40 Max.
Absorbed Asphalt Range (ASSHTO T-245	0 – 1%
Combine Water Absorption (ASSHTO T-84)	0 – 2.25%

All asphaltic concrete shall contain a minimum of 1% Portland Cement or dry hydrated lime by weight of total mixture.

Revise the percent of asphalt range for B-1 and 3/4 inch asphaltic concrete from 5.0 to 6.0% to 5.3 to 6.0%.

The asphalt cement content shall be considered acceptable if it is within -0.30% or +0.40% of the mix design target value.

See Section 719 for additional modified asphaltic concrete specifications.

SECTION 713 EMULSIFIED ASPHALT MATERIALS

713.1 GENERAL

(Revise to include the following)

REQUIREMENTS FOR ANIONIC/CATIONIC EMULSIFIED ASPHALT

CATIONIC RAPID-SETTING POLYMER-MODIFIED ASPHALTIC EMULSION, CRS-2P

Test Description	Test Method	Min	Max
TEST OF EMULSION			
Viscosity, SFS @ 122 F	D244	125	400
Settlement, 5 days, %	D244		5
Storage Stability 1 Day, %	A244		1
Class, Un-coated Par	A502	60	
Particle Charge Test	D244		+
Sieve Test, %	D244		0.30
Oil Distillate, % V of Emulsion	D244		3
Residue by Distillation, %	D244	66	
Tests on Residue by VACUUM RECOVERY A512			
Viscosity, ABS, Poise @ 140 F	D2171	1800	2800
Pen @ 77F, 100g/5 sec, Dmm	D5	40	90
Ductility, 77F, 5 cm/min, Cm	D113	40	
Solubility in TCE, %	D2042	97.5	

Toughness, inch-pounds	(1)	150	
Elastic Recovery by means of Ductilometer, %	T301	58	
Tenacity, inch-pounds	(1)	110	
Polymer Content (by wt. Of solids) %	CAL-401	2.5	
TEST ON RTFO RESIDUE			
Aging Ratio, ABS viscosities	D2171		2.5
POLYMER REQUIREMENTS			
Melt flow rate, dg/min 190 C	D1238		45

1) Benson method of toughness and tenacity: Scott tester, inch-pounds @ 77ºF, 20 inches per minute pull. Tension head 7/8" diameter.

2) Upon standing undisturbed for a period of 24 hours, the emulsion shall show no white milky film upon the surface.

3) The base asphalt shall be modified prior to emulsification.

4) The emulsion shall be precertified prior to use. A one-quart sample each of the base asphalt and polymer shall be supplied to the agency 10 days in advance to the project start.

SECTION 716 COVER MATERIAL

716.1 GENERAL

(First paragraph, revise to include the following)

No volcanic cinders will be acceptable for cover material.

716.2.3 GRADATION

(Tables 716-1 and 716-2, revise to read as follows)

GRADATION CM-11

Sieve Size	% Passing
3/8 inch	100
No. 4	0-40

No. 8	0-5
No. 200	0-2.0

SECTION 719 POLYMER MODIFIED ASPHALT CONCRETE

719.1 GENERAL:

(revise to include a new section as follows)

Modified Asphalt Concrete (MAC) shall consist of a mixture of paving asphalt, modifiers and mineral aggregate which, with the addition of mineral filler and blending sand as may be required, shall be mixed at a central mixing plant in the proportions hereinafter specified to provide a homogeneous and workable mixture.

Modified Asphaltic Concrete (MAC) shall consist of furnishing asphaltic concrete with binder meeting the requirements of either:

- Rubberized Asphaltic Concrete (RAC)
- Polymer Modified Asphalt Concrete (PMA)
- Polymer Modified Rubberized Asphalt Concrete – Dry Process (PMRAC)
- SHRP graded PG64-28TR = (TR+)

Paving asphalt at the locations shown on the plans in accordance with the following specifications.

Within 10 calendar days of notice of award, the contractor shall submit in letterform, the name of the supplier and a type of MAC to be supplied.

Two weeks prior to construction the Contractor shall submit three (3) gallons of the modified asphalt binder for testing. Application and testing will be in accordance with MAG 321 as amended by the General Provisions and Special Provisions.

719.2 MATERIALS:

719.2.1 BINDER

The asphalt rubber binder in the mix shall comply with MAG 717 and 335 except the rubber shall be type II and the minimum rubber content for RAC shall be 17% as a percentage of total binder. Asphalt cement for all MAC shall meet the requirements of PG 64-28TR+ as per AASHTO MP-1 Table I. Polymer shall be Type SBS and shall be 5.5% to 7% of the total binder for PMA. Twenty percent of the modifier for PMA shall be ground tire rubber. The PMA shall be such that the materials conform to the specification requirements. Ground rubber shall be Type II with the following gradation:

Gradation - Ground Rubber (Type II)

Sieve Size	% Passing

No. 10	100
No. 16	70-100
No. 30	25-60
No. 50	0-20
No. 200	0-5

Binder for Rubberized Asphaltic Concrete (RAC) shall conform to the following specifications:

Parameter	Requirement
Apparent viscosity, centipoise, 350ºF, Spindle 3, 20 RPM (ASTM D2196)	1500-6000 Centipoise
Penetration, 77ºF, dmm, 100g, 5 sec (ASTM D-5)	25 minimum 90 maximum
Penetration, 39.2ºF, dmm, 200 g, 60 sec (ASTM D-5)	15 minimum
Cone Penetration, 77ºF, dmm,150g, 5 sec (ASTM D-5)	25 minimum
Resilience, 77ºF, % (ASTM D-3407)	20 minimum
Softening Point, ºF (ASTM D-36)	135 minimum
TFOT Residue (ASTM D1754) Penetration Retention, 39.2ºF, %"	75 minimum

Haake type viscosity may be substituted for field control

Binder for Polymer Modified Asphaltic Concrete shall conform to the following specifications:

Specification:	ASTM	SPEC. LIMITS	
ORIGINAL ASPHALT	METHOD	MIN.	MAX.
Penetration, 39.2 F (200g/60 sec), dmm	D5	25	
Penetration, 77 F (100g/5 sec), dmm	D5	40	90
Softening point, F	D36	180	

Flash point, F	D92	450	
Ductility, 39.2, F (5 cm/min), cm	D113	30	
Ductility, 77 F (5 cm/min), cm	D113	100	
Viscosity, 275 F, cst	D2170	1000	
Recovery, 39.2 F, %	D113 MOD	60	
Solubility in Tricholrethylyene %	D2042	99	

AGED ASPHALT (RTFO)	METHOD	MIN.	MAX.
Retained Penetration, 77 F, %	D5	60	
Viscosity Ratio, 275 F, %	D2170		1.5
Softening Point, F	D36	175	
Ductility, 39.2 F (5 cm/min), cm	D113	20	

The asphalt binder modifier for the PMA shall contain a minimum of 20% recycled material.

The Polymer Modified Rubberized Asphalt Concrete – Dry Process (PMRAC-DP) and SHRP graded PG64-28TR+ shall conform to requirements of Superpave Grade PG64-28 (AASHTO MP-1 and MAG Section 335) except as follows:

		PMRAC-DP	PG64-28TR+
Test Properties	Test Method	Specification	Specification
Scrap whole tire rubber (Type II) content, %, Minimum		17.0	8.0
Trans-polyoctenamer rubber polymer (TOR), %, Based on the weight of the tire rubber		4.5	
SBS Polymer content %, Minimum			2.0
Original Testing	ASTM D92	232	232

COC Flash Point, °C, Minimum			
Softening Point, °C, Minimum	ASTM D36	50	50
Elastic Recovery, 10°C, 10cm, % recovery/1hr, Minimum	ASTM D6084	55	55
Solubility in Trichloroethylene, Minimum, %	ASTM D2042	97.5	97.5
Dynamic Shear, 64°C, 10 rad/sec,	AASHTO TP5	1.00	1.00
Dynamic Shear, 25°C, 10 rad/sec, G∗/sin delta, kPa, Maximum		75	75
RTFO Residue Testing	AASHTO TP5		
Dynamic Shear, 64°C, 10 rad/sec, G∗/sin delta, kPa, Minimum		2.20	2.20
PAV Aging Residue Testing	AASHTO TP5		
Dynamic Shear, 25°C, 10 rad/sec, G∗/sin delta, kPa, Maximum		5000	5000
Bending Beam Rheometer	AASHTO TP5		
Creep stiffness, -18°C, MPa/60 sec, Maximum		300	300
M-Value, -18°C, 60 sec, Minimum		0.300	0.300

719.2.2 AGGREGATE

Aggregate shall conform to Section 710.2.2 as amended by the Special Provisions.

The aggregate gradation will be as follows:

Sieve Size	% Passing
5/8 inch	100
½ inch	96-100
3/8 inch	78-92

No. 4	28-42
No. 8	12-25
No. 30	10 +/- 5
No. 200	5 +/- 2

719.2.2.2 AGGREGATES CHARACTERISTICS

(new section)

Combined aggregates shall conform to 710.2.2 except the minimum sand equivalent shall be 65 and at least 85% by weight of the aggregate retained on the #8 sieve shall consist of particles with at least one rough, angular surface produced by crushing.

719.2.3 MINERAL ADMIXTURE

(revise to include)

Mineral filler and anti-stripping agent shall be as per Section 710.2.3.

719.3 MIX DESIGN REQUIREMENTS:

The provisions of 710.3 MIX DESIGN REQUIREMENTS shall apply to MAC except that:

References to asphalt, liquid asphalt, bituminous cement shall be changed to "binder conforming to 714.2.1."

For estimating purposes, the percentage of binder in the MAC shall be 7% for PMA and RAC. For estimating purposes, the percentage of binder in the MAC shall be 7% for TR+ and for PMRAC-DP. The exact amount of binder in the MAC shall be subject to the Engineer's approval after review of the contractor's job mix formula and materials submittals. Marshal mix design criteria will be used for MAC.

719.6 TRANSPORTATION AND DELIVERY REQUIREMENTS:

(new section)

The provisions of 710.6 shall apply for MAC.

SECTION 725 PORTLAND AND CEMENT CONCRETE

725.1 GENERAL

(Revise to read as follows)

As tested in accordance with ASTM C-39, the maximum slump shall be 4 inches, or as specified in the special provisions, when tested in accordance with ASTM C-143.

Class AA concrete, with 5 to 7% entrained air, shall be used for all valley gutters and as specified.

Class A concrete shall be used for concrete structures, either reinforced or non-reinforced. Additionally, Class A concrete with 5 to 7% entrained air shall be used for all curbs, gutters, sidewalks, and exposed structures except as may be specified otherwise.

Class B concrete shall be used as specified, except 5 to 7% entrained air shall be included for all exposed structures.

Class C concrete may be used for thrust blocks, encasements, fill or over excavation, and/or other purposes as approved by engineer.

725.3 AGGREGATES

(First paragraph, after the second sentence, revise to include the following)

Aggregates must be subjected to five cycles of the sodium sulfate soundness test in accordance with the requirements of AASHTO T-104. The total loss shall not exceed ten percent by weight of the aggregate as a result of the test.

725.4 WATER

(Last paragraph, revise to include the following)

Water shall be sampled and tested in accordance with AASHTO T-26.

SECTION 797 PAVEMENT MARKINGS

797.1 GENERAL

This work shall consist of cleaning and preparing the pavement surface, and applying longitudinal and transverse pavement markings as indicated on the plans or as specified herein.

Reference and incorporate appropriate portions of the Arizona Department of Transportation *Standard Specifications for Road and Bridge Construction – 2008* (herinafter ADOT SS) as indicated below.

797.2 MATERIALS AND INSTALLATION

797.2.1 LONGITUDINAL PAVEMENT MARKINGS

This item of work shall apply to all longitudinal pavement markings, as well as any other markings not specified to be pre-formed plastic.

Permanent Markings: All permanent pavement markings shall be furnished and installed in accordance with ADOT SS 708.

Temporary Markings: Temporary longitudinal pavement markings, when approved, shall be furnished and installed in accordance with ADOT SS 701-3-05.

797.2.2 TRANSVERSE MARKINGS, SYMBOLS AND LEGENDS

This item of work shall apply to all lane use arrows, all transverse pavement markings such as crosswalks and stop bar markings, and all pavment legend markings, except for bicycle lanes Permanent transverse pavement markings shall be either:

Applied thermoplastic, vurnished and installed in accordance with ADOT SS 704, with a minimum 70 mil applied thickness, or

Preformed markings, furnished and installed in accordance with ADOT SS 705.

Temporary Markings: Temporary transverse pavement markings, when approved, shall be furnished and installed in accordance with ADOT SS 701-3-05

797.3 CONSTRUCTION PROVISIONS

The Contractor shall as-built and reference the existing lane striping and markings prior to construction. Unless noted otherwise on the plans or in these Special Provisions, the configuration of new lane striping and marking shall match that of the existing.

The contractor is responsible for layout of the revised striping. The striping quantities do not include the revised striping for these revisions. The contractor shall estimate the cost of the pavement markings necessary to make the revisions indiocated and include those costs in the amount bid.

All new painted pavement markings placed under this contract shall receive a double application of traffic paint. The second application shall be applied no sooner than 3 hours after the first application.

All existing bike lane stripes are to be replaced as 6” wide solid white stripes. (Existing bike lane stripes may now be 4” wide) The existing bike lane symbols and cross walks are to be replaced in accordance with bike lane assembly details and piano key cross walk details shown on the plans.

Bike lane diamonds are no longer required.

Double yellow centerline is to be replaced with a 6” space between the two 4” stripes.

All crosswalks and stop bars shall be replaced with thermoplastic paint. Crosswalks shall be striped in a “piano key” configuration. All lengths of crosswalks are given in the lengths of the crossing at the intersection, not the length of thermoplastic needed for the crosswalk. It is the contractor’s responsibility to determine how much thermal plastic paint is needed to install the piano key crosswalk at the given lengths of the crosswalks.

All turn lane symbols, and bike assembly markers must be replace with thermoplastic or preformed tape. If the striping is not a typical longitudinal lane marker stripe, it must be thermoplastic or preformed.

797.4 MEASUREMENT AND PAYMENT

Pavement markings shall be measured and paid for as a single lump sum, to include the cost of all preparation, materials, layout and application, including the cost of those changes shown on the plans or included in the Special Provisions.

END OF SPECIAL PROVISIONS

APPENDIX A

	Street	Improvement Location	R&R SIDEWALK SF	R&R DRIVEWAY RAMP/WING SF	RETROFIT ADA Add domes EA	NEW ADA RAMP radial EA	NEW ADA RAMP linear EA	R&R VALLEY GUTTER SF	R&R INTEGRAL CURB FOR VG LF	R&R VERTICAL CURB & LF	R&R ROLL CURB & GUTTER LF	R&R SCUPPER & SPILLWAY EA	R&R CATCHBASIN LID SF	Full depth ACP rebuild (PATCH) FT
1	N. HWY 89 A	START STATION 0+00 : NE CORNER 89/MARKET												
From	MARKETPLACE													
to	CITY LIMITS	STA: 12+70 S OF DW (ONE AZ CREDIT UNION, 5130 HWY 89)	28.56											
		STA: 20+99 10' S OF DW, GALAXY LEATHER SALES, 5270 HWY 89	25											
		STA: 25+07 S OF COM. DW, END OF DW @ FERREL GAS, 5600 HWY 89		38										
		STA: 25+90 45' N OF DW, @ FERREL GAS, 5600 HWY 89	27											
		STA: 26+87 S OF DW (JUNCTION BOX), @ EXPRESS LIQUORS, 5650 HWY 89	25											
		STA: 34+77 S OF DW (BUFFALO FENCE CO, 5820 HWY 89)		31.5										
		STA: 35+13 S OF N DW (BUFFALO FENCE CO, 5820 HWY 89)	40.5											
		STA: 36+54 S OF CB (BUFFALO FENCE CO, 5820 HWY 89)	16											
		STA: 54+45 35' N OF TRAILS, S OF CB, 6400 HWY 89	26.5											
		END STATION 56+96.8												
		START STATION 0+00 - HWY 89/CITY LIMITS												
		STA: 2+57 ~ 78' N OF SNOWFLAKE/HWY 89, 6401 HWY 89	36											
		STA: 3+91 SW CORNER OF SNOWFLAKE/HWY 89			2									
		STA: 19+18 NW CORNER OF WINTER/HWY 89			2									
		STA: 19+79 SW CORNER OF WINTER/HWY 90			2									
		STA: 55+25 NW CORNER OF MARKET/HWY 89			2									
		ADDITIONAL LOCATIONS												
		SE CORNER OF EMPIRE & HWY 89							5.2					
		Total	225.00	70.00	8.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00
2	N. Country Club Dr.	REPLACE CURB & DOMES AT THE NW CORNER OF COUNTRY CLUB & NESTLE			2				4.0					
From	Nestle Purina Ave													
to	N. US 89													
		Total	0.00	0.00	2.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00
3	ZURICH ST.													
From	SWISS RD.	LINDA VISTA/ZURICH SW CORNER			1									
to	LINDA VISTA DR.	LINDA VISTA/ZURICH SE CORNER			1									
		3809 ZURICH 9' N OF DW	58.8											
		3809 ZURICH S OF DW	16											
		3805 ZURICH N OF DW	26.4											244.7
		3797 ZURICH 4' N OF DW	43.2											
		3789 ZURICH 4' S OF DW	36	92										
		3785 ZURICH DW		68.8										248.9
		SWISS/ZURICH												
		SWISS/ZURICH NW CORNER	218.8			1		559	59.2	0				
		SWISS/ZURICH NE CORNER	179.6			1		487	60.5	0				
		3382 SWISS S6' N OF DW	44.8											
		3790 ZURICH N OF DW	69.6	27.6										289.4
		3798 ZURICH N OF DW	13.2											
		3804 ZURICH DW		28.8										
		Total	707.00	218.00	2.00	2.00	0.00	1,046.00	120.00	0.00	0.00	0.00	0.00	783.00
4	BROKEN BOW DR.	S/W Side of Street												
From	MOUNTAINEER RD.	4805 - N DW panel & wing		44.0										
to	BROKEN ARROW RD.	4805 - S of DW wing	18.4											
		4815 - N of DW wing	17.6											
		4835 - W DW wing & DW curb		32.0						**24.3**				
		4875 - W DW wing		17.6										
		4875 - E of DW wing	18.8											
		4895 - E of DW wing & curb	55.6							**3.3**				
		4905 - E of DW wing	20.0											
		4945 - W Property line ~40' N of DW wing	16.4											
		4965 ~40' E of DW wing	16.0											
		Alley DW ramp & curb - E of 4965		100.0							25.0			25.0
		MOUNTAINEER/BROKEN BOW ADA domes SW			**1.0**									
		MOUNTAINEER/BROKEN BOW ADA domes NW			1.0									
		N/E Side of Street												

	Street	Improvement Location	R&R SIDEWALK	R&R DRIVEWAY RAMP/WING	RETROFIT ADA Add domes	NEW ADA RAMP radial	NEW ADA RAMP linear	R&R VALLEY GUTTER	R&R INTEGRAL CURB FOR VG	R&R VERTICAL CURB &	R&R ROLL CURB & GUTTER	R&R SCUPPER & SPILLWAY	R&R CATCHBASIN LID	Full depth ACP rebuild (PATCH)
			SF	SF	EA	EA	EA	SF	LF	LF	LF	EA	SF	FT
		4970 - Remove DW & replace w/ SW & standard curb	55.6							13.9				
		4930 - W half of DW & all of DW curb		43.6						23.0				
		4910 - E of DW wing	15.6											
		4910 - W of DW wing	13.2											
		4880 - W of DW wing	20.4											
		4860 - E of DW wing	14.4											
		4840 - W of DW wing	18.0											
		4840 - DW curb depressed								19.0				
		BROKEN ARROW/BROKEN BOW NE Corner ramp and SW	184.0		1.0	1.0								
		*115' of really dadly spalled curb (4875-4925)								115.0				
		Total	484.00	238.00	3.00	1.00	0.00	0.00	0.00	199.00	25.00	0.00	0.00	25.00
5	CUMMINGS ST.	EL PASO/CUMMINGS SW CORNER												
From	89N	EL PASO/CUMMINGS NW CORNER												
to	EL PASO ST.	3998 MARIE 12' N OF RAMP	33.6											
		3998 MARIE N OF RAMP	16.8											
		MARIE/CUMMINGS NW CORNER			1.0									
		MARIE/CUMMINGS SW CORNER			1.0									
		4469 CUMMINGS 8' S OF RAMP	14.8											
		4459 CUMMINGS S OF DW	44.8											
		4439 CUMMINGS 30' N OF DW	17.2											
		4409 CUMMINGS 4' N OF RAMP	18.4											
		4409 JOEY S OF RAMP	16.0											
		JOEY/CUMMINGS NW CORNER			1.0									
		JOEY/CUMMINGS SW CORNER			1.0									
		4436 LYNCH 44' N OF RAMP	16.4											
		4436 LYNCH 16' N OF RAMP	64.4											
		LYNCH/CUMMINGS NW CORNER			1.0									
		LYNCH/CUMMINGS SW CORNER	46.2			1.0								
		LYNCH/CUMMINGS SW CORNER	33.2											
		4429 HIGHWAY S OF DW	18.0											
		Total	340.00	0.00	5.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	MARIE AVE.	N SIDE OF MARIE												
From	CUMMINGS ST.	3998 MARIE, W OF DW	14.4											
to	NYLA AVE.	3996 MARIE, 16' E OF DW	14.4											
		3996 MARIE, W OF DW	7.2											
		3994 MARIE, W OF 3996 DW	7.2											
		3994 MARIE, W OF DW	14.0											
		3992 MARIE, 12' E OF DW	14.4											
		3988 MARIE, 12' E OF DW	40.8											
		3988 MARIE, W OF DW	17.2											
		3984 MARIE 12' W OF DW	16.0											
		MARIE/NYLA NE SIDEWALK RAMP	160.8			1.0		103.0	34.0					
		S SIDE OF MARIE												
		MARIE/NYLA SE SIDEWALK			1.0									
		3981 MARIE W OF DW	14.4											
		3981 MARIE E OF DW	16.8											
		Total	338.00	0.00	1.00	1.00	0.00	103.00	34.00	0.00	0.00	0.00	0.00	0.00
7	HAMBLIN ST.	INT EL PASO/HAMBLIN SE CORNER	109.0			1								
From	LYNCH AVE.	INT EL PASO/HAMBLIN SW CORNER	109.0			1								
to	EL PASO DR.	4529 HAMBLIN MIDDLE OF LOT	13.2											
		4519 HAMBLIN 12' N OF DW	29.2											
		4509 HAMBLIN DW		29.6										
		4499 HAMBLIN 8' N OF DW	98.8											
		4479 HAMBLIN DW		95.6										
		4459 HAMBLIN 8' S OF DW	33.6											
		4439 HAMBLIN DW		45.6							0.0			
		4439 HAMBLIN CURB/PAVEMENT									52.0			364.0
		4419 HAMBLIN N OF DW	50.8											

Street	Improvement Location	R&R SIDEWALK SF	R&R DRIVEWAY RAMP/WING SF	RETROFIT ADA Add domes EA	NEW ADA RAMP radial EA	NEW ADA RAMP linear EA	R&R VALLEY GUTTER SF	R&R INTEGRAL CURB FOR VG LF	R&R VERTICAL CURB & LF	R&R ROLL CURB & GUTTER LF	R&R SCUPPER & SPILLWAY EA	R&R CATCHBASIN LID SF	Full depth ACP rebuild (PATCH) FT
	4409 HAMBLIN 20' S OF DW	48.4											
	4409 HAMBLIN S OF DW	36.0	12.8										
	4399 HAMBLIN DW		80.0							23.9			23.9
	4349 HAMBLIN 10' N OF DW	14.0											
	INT HAMBLIN/PHILIP NW CORNER	109.0			1.0		116.5	35.0					
	INT HAMBLIN/PHILIP NE CORNER	109.0			1.0		191.7	32.7					
	INT HAMBLIN/PHILIP SE CORNER	109.0			1.0		116.5	35.0					
	INT HAMBLIN/PHILIP SW CORNER	109.0			1.0		197.9	34.5					0.0
	4289 HAMBLIN N OF DW	82.0	14.8										
	4289 HAMBLIN S OF CURB RAMP		63.2										
	4289 HAMBLIN W OF CURB RAMP, FACING PHILIP		42.4										
	4269 HAMBLIN S OF DW	49.6	28.0										
	4249 HAMBLIN METER BOX IN DW												
	4239 HAMBLIN 28' N OF PC	29.6											
	4239 HAMBLIN N OF PC	50.4											
	INT HAMBLIN/LYNCH NW CORNER			1.0			77.7						
	INT HAMBLIN/LYNCH NE CORNER			1.0									
	4240 HAMBLIN W OF DW	32.0											
	4240 HAMBLIN 32' N OF PC	33.2											
	4240 HAMBLIN 84' N OF PC	25.6											
	4250 HAMBLIN S OF DW		38.8										
	4250 HAMBLIN S OF PC	16.0											
	INT RANDALL & HAMBLIN SE CORNER	170.0			1.0					34.0			
		170.0			1.0					132.0			660.0
	INT RANDALL & HAMBLIN NE CORNER												
	3930 PHILIP 24' N OF PC	33.2											
	4330 HAMBLIN S OF DW	31.2	14.4										
	4330 HAMBLIN DW		98.8							23.6			23.6
	4340 HAMBLIN DW		68.4							23.3			23.3
	4350 HAMBLIN S OF DW	46.4	78.4										
	4360 HAMBLIN DW		16.0										
	4370 HAMBLIN DW		8.0										
	4380 HAMBLIN DW	78.8	76.0										
	4400 HAMBLIN 16' S OF DW	42.8	113.6										
	4410 HAMBLIN DW/CURB		100.8							12.3			12.3
	4420 HAMBLIN DW/CURB		111.6							12.3			12.3
	4430 HAMBLIN CURB/GUTTER									0.0			0.0
	4450 HAMBLIN DW		127.2										
	4460 HAMBLIN 12' S OF DW	80.8											
	4470 HAMBLIN DW		52.4										
	4480 HAMBLIN 24' S OF DW		10.8										
	4490 HAMBLIN 6' N OF DW	81.2											
	4500 HAMBLIN DW	45.6	93.2										
	4500 HAMBLIN N OF DW	29.6											
	4510 HAMBLIN DW		157.6										
	4530 HAMBLIN DW		29.2										
	4359 HAMBLIN ASPHALT REMOVAL												400.9
	4396 HAMBLIN ASPHALT REMOVAL												245.0
	4399 HAMBLIN ASPHALT REMOVAL												549.0
	4399 HAMBLIN ASPHALT REMOVAL												194.8
	4430-4460 HAMBLIN ASPHAL REMOVAL												449.5
	4520 HAMBLIN APHALT REMOVAL												192.4
	4430-4460 HAMBLIN ASPHAL REMOVAL												449.5
	4520 HAMBLIN APHALT REMOVAL												192.4
	Total	2,106.00	1,608.00	2.00	8.00	0.00	701.00	138.00	0.00	314.00	0.00	0.00	3,793.00
8	JOEY DR.	JOEY/CUMMINGS											
From	CUMMINGS DR.	4446 JOEY W OF DW	16.8										
to	NYLA DR.	4444 JOEY W OF DW	17.2										
		4440 JOEY 12' E OF DW	17.6										
		4440 JOEY E OF DW	14.0										
		JOEY/NYLA											
		JOEY/NYLA NE CORNER			1.0								
		JOEY/NYLA SE CORNER			1.0								
		4401 JOEY E OF DW	14.0										
		4405 JOEY E OF DW	16.8										
		4409 JOEY 24' E OF 4407 DW	16.0										

	Street	Improvement Location	R&R SIDEWALK	R&R DRIVEWAY RAMP/WING	RETROFIT ADA Add domes	NEW ADA RAMP radial	NEW ADA RAMP linear	R&R VALLEY GUTTER	R&R INTEGRAL CURB FOR VG	R&R VERTICAL CURB &	R&R ROLL CURB & GUTTER	R&R SCUPPER & SPILLWAY	R&R CATCHBASIN LID	Full depth ACP rebuild (PATCH)
			SF	SF	EA	EA	EA	SF	LF	LF	LF	EA	SF	FT
		Total	112.40	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	FOX HILL DR.	1350 ~16' N of DW	10											
From	ABBEY RD.	FOX HILL/NO NAME #1 - NE corner ADA domes			1									
to	BUTLER AVE.	FOX HILL/NO NAME #1 - SE corner ADA domes			1									
		1254 ~80' N of DW	33.6											
		FOX HILL/NO NAME #2 - NE corner ADA domes			1									
		FOX HILL/NO NAME #2 - SE corner ADA domes			1									
		FOX HILL/HULET - NE corner ADA domes			1									
		FOX HILL/HULET - NE corner ADA domes			1									
		1085 HULET ~96' S of curb ramp	26											
		966 ~8' S of DW	16											
		934 - S of DW	31.6											
		836 ~36' S of DW	47.2											
		804 ~16' N of DW	96.4											
		804 - S of DW	15.6	42.8						24.2				
		740 - N of DW	16											
		708 - S of DW	15.6											
		FOX HILL/ABBEY - NE corner ADA domes	16		1	1								
		FOX HILL/ABBEY - nW corner ADA domes			1									
		N of curb ramp at empty lot	16.4											
		FOX HILL/LONE OAK - SW ADA domes			1				4.0					
		FOX HILL/LONE OAK - NW ADA domes			1									
		1192 ~40' S of FH (Added later, not in order)	16.0											
		677 - S of DW	16											
		677 ~16' N of DW	32.8							24.0				120.0
		709 ~4' S of DW	32							36.0				36.0
		869 - S of DW	33.2											
		965 ~8' S of DW	15.6											
		FOX HILL/LONE OAK - SW corner ADA domes			1									
		FOX HILL/LONE OAK - NW corner ADA domes			1									
		FOX HILL/HULET - SW corner ADA domes			1									
		FOX HILL/NO NAME #2 - SW corner ADA ramp & domes	24				1							
		FOX HILL/NO NAME #1 - NW corner ADA ramp & domes	36				1							
		Total	546.00	43.00	13.00	1.00	2.00	0.00	4.00	85.00	0.00	0.00	0.00	156.00
10	LONE OAK WAY	969 - N/W side of bumpout	34											
From	MOUNTAINEER RD.	937 - S of DW wing	32											
to	BROKEN ARROW RD.	841 - S DW wing		20										
		745 - N of DW wing	16											
		745 - S of DW wing	32											
		713 ~20' N of DW wing	32.8											
		713 - S of DW wing	16.4											
		675 ~40' N of DW	16											
		643 - N of DW wing	10											
		643 - S of DW wing	10.8											
		611 ~10' N of DW wing	32											
		ADA domes inside corner of southern bend			1									
		742 ~35' N of DW wing	16.4											
		774 - W of DW wing	11.2											
		806 - N of DW wing	12.8											
		870 - N of DW wing	16.8											
		902 - W of DW (split with 870)	47.6							24				144
		ADA domes inside corner of eastern bend			1									
		966 - S of ADA ramp	14.8											
		965 - N of ADA ramp and curb (make spill curb)	18.4							16.7				16.7
		Total	370.00	20.00	2.00	0.00	0.00	0.00	0.00	40.70	0.00	0.00	0.00	160.70
11	HULET LN	N/E Side of Street												
From	FOX HILL DR.	1074 - E of DW wing	41.2											
to	S. END	1062 ~4' E of DW wing	16.0											
		1050 - S of DW wing	16.4											
		998 - N of DW wing (CMU wall behind SW)	15.2											
		970 - S of DW wing	14.4											
		882 - S of DW wing	16											
		882 ~ 35' S of DW wing to Property line	61.6							12.0				12
		850 ~4' S of DW wing	12.8											
		Missing 850 Hulet: 15' south of driveway by curb return	26											

	Street	Improvement Location	R&R SIDEWALK SF	R&R DRIVEWAY RAMP/WING SF	RETROFIT ADA Add domes EA	NEW ADA RAMP radial EA	NEW ADA RAMP linear EA	R&R VALLEY GUTTER SF	R&R INTEGRAL CURB FOR VG LF	R&R VERTICAL CURB & LF	R&R ROLL CURB & GUTTER LF	R&R SCUPPER & SPILLWAY EA	R&R CATCHBASIN LID SF	Full depth ACP rebuild (PATCH) FT
		HULET/TAYLOR NE corner ADA domes			1									
		HULET/TAYLOR SE corner ADA domes			1									
		738 - N Property line	16.4											
		706 ~4' N of DW wing	18											
		706 - S DW & wing+ S of DW wing	18	39.6										
		S/W Side of Street												
		675 - N/W of DW wing (Keystone wall behind SW)	36											
		739 - S of DW wing	10											
		739 - N of DW wing	16											
		771 ~45' N of DW wing at N Property line	14											
		HULET/TAYLOR SW Parrallel ramp ADA domes			1									
		1013 - N of DW wing	16											
		Total	364.00	39.60	3.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	12.00
12	WAKONDA ST.	c												
From	BUTLER AVE.	1349 - N of DW	17.2											
to	ABBEY RD.	1257 - S of DW	14											
		1229 ~45' N of DW wing		16.0										
		1057 ~4' S of DW wing	15.6											
		1001 - N of DW wing	17.2											
		969 ~4' S of DW wing	15.6											
		TAYLOR/WAKONDA NW ADA domes			1									
		TAYLOR/WAKONDA SW ADA domes			1									
		737 ~12' S of DW - Not on property	17.6											
		737 ~40' S of DW - Not on property	32											
		ABBEY/WAKONDA - NW corner ADA domes			1				4					
		ABBEY/WAKONDA - NE corner ADA domes			1				4					
		E/S SIDE OF STREET												
		TAYLOR/WAKONDA - E ADA ramp & curb	26.6		1			0		27.3				27.3
		944 ~44' N of SW DW wing	10.6											
		1030 - N of DW wing	16.8											
		1086 - N of DW wing	35.6											
		1204 - S DW wing		16.0										
		1230 - N of DW wing	18.0											
		1230 ~44' N of DW wing	16.8											
		1258 ~6' S of DW wing	15.6											
		1258 N of DW wing	16.8											
		1350 ~35' N of DW wing	15.6											
		Total	302.00	32.00	5.00	0.00	0.00	0.00	8.00	27.30	0.00	0.00	0.00	27.30
13	EDGEWOOD ST.	EXAMPLE : 3476 ~15' E of DW	-	-	-	-	-	-	-	-	-	-	-	-
From	COUNTRY CLUB DR.	1891 - Curb to N Property Line								24.0				24.0
to	MNT PLEASANT DR	1731 - Curb ~ 50' N of DW								13.0				13.0
		Roadway Rebuild @ 1671												150.0
		Edgewood/Latrobe Intersection VG						1720	84.0					
		Total	0.00	0.00	0.00	0.00	0.00	1,720.00	84.00	37.00	0.00	0.00	0.00	187.00
14	BUTLER AVE.	N SIDE OF STREET												
From	E. END	WAKONDA/BUTLER - NE ADA domes			1									
to	SKYVIEW ST.	WAKONDA/BUTLER - NW ADA domes			1									
		LONE OAK/BUTLER - NE ADA domes			1									
		LONE OAK/BUTLER - NW ADA domes			1									
		SW @ Start of Guardrail/APS Box No. 20927	51.5											
		SW ~30' W of End of Guardrail	24.5											
		SW ~40' W of Scupper	24.5											
		SW ~55' W of Scupper	49											
		S SIDE OF STREET												
		BUTLER/SKY VIEW - SE corner ADA ramp & domes	47.5		1	1								
		SW - W of Catch Basin near start of guard rail	27.5											
		Catch Basin Lid											19.1	
		BUTLER/AMBERWOOD - SW ADA domes			1									
		BUTLER/AMBERWOOD - SE ADA domes			1									

	Street	Improvement Location	R&R SIDEWALK	R&R DRIVEWAY RAMP/WING	RETROFIT ADA Add domes	NEW ADA RAMP radial	NEW ADA RAMP linear	R&R VALLEY GUTTER	R&R INTEGRAL CURB FOR VG	R&R VERTICAL CURB &	R&R ROLL CURB & GUTTER	R&R SCUPPER & SPILLWAY	R&R CATCHBASIN LID	Full depth ACP rebuild (PATCH)
			SF	SF	EA	EA	EA	SF	LF	LF	LF	EA	SF	FT
		BUTLER/AMBERWOOD - E of ramp wing	42.5											
		BUTLER - midblock ~ 40' W of Light pole	22.5											
		BUTLER/FOX HILL - SW corner ADA domes			1									
		BUTLER/FOX HILL - SE corner ADA domes			1									
		WAKONDA/BUTLER - SW ADA domes			1									
		WAKONDA/BUTLER - SE ADA ramp & domes	21.0		1	1								
		Total	311.00	0.00	11.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00
15	WAKONDA ST.	Roll Curb & No SW-No edge improvements needed this section												
From	N. END													
to	BUTLER AVE.													
		Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	POCONO DR.	Roll Curb & No SW- No edge improvements needed this section												
From	WAKONDA DR.													
to	POCONO DR.													
		Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	COLUMBIA CR.	5150 - DW roll curb									11.5			
From	SEMINOLE DR.	Columbia/Hawthorne/Slippery Rock NW Corner VG						225.0						
to	SLIPPERY ROCK	Road Rebuild @ 1780												45.0
		Midblock VG between 1680 & 1700						162.0						
		Road Rebuild @ 1600												400.0
		Road Rebuild @ 5281												200.0
		Total	0.00	0.00	0.00	0.00	0.00	387.00	0.00	0.00	12.00	0.00	0.00	645.00
18	HAWTHORNE DR.	Hickory/Hawthorne Intersection VG						48	12.0					
From	SEMINOLE DR.	Roadway Rebuild												100.0
to	HICKORY DR.	5010 Hawthorne - S of Mockingbird Intersection								8.5				8.5
		Roadway Rebuild												42.5
		Hawthorne/Mockingbird SW Corner VG						176.4	30					42.0
		Hawthorne/Mockingbird NW Corner VG						110.4	24					24.0
		Roadway Rebuild across from 5105												80.0
		Roadway Rebuild @ 5116												156.0
		Roadway Rebuild @ 5120												780.0
		Hawthorne/Seminole NW Corner VG						166	9					
		Total	0.00	0.00	0.00	0.00	0.00	501.00	75.00	9.00	0.00	0.00	0.00	1,233.00

APPENDIX B

APPENDIX C

AS-BUILT PLANS/RECORD DRAWINGS CHECKLIST

for

City of Flagstaff Public Improvements

December 12, 2019

General (applies to entire plan set)

_____ As-Builts/Record Drawings plan set shall contain all sheets from the approved design/construction plan set (cover sheet to last sheet including details). This includes Landscape Plan, Retaining Wall sheets and Resource Protection Plan (if applicable)

_____ As-Built survey data shall tie into the same horizontal and vertical control as that used for the approved construction plans

_____ All plan sheets shall have an Engineer seal per B.T.R. rules.

_____ Certification. All as-built plans shall contain a statement by a licensed professional engineer who is currently registered in the State of Arizona certifying the drawings to be as-built. All plans must also contain the seal and signature of said registered professional.

_____ All survey data given by the as-built plans shall be performed by a registered land surveyor who is currently registered in the State. Plans must show seal and signature of registrant

_____ Any easements or ROW recorded must include the instrument number

_____ If the As-Built Engineer is different from the Design Engineer, provide the As-Built Engineer contact info on cover sheet.

_____ Place "As-Built" or "Record Drawing" lettering and date in lower right hand corner of all sheets.

_____ Improvements deleted in the field shall be crossed out with an "x" and labeled "not built".

_____ Improvements changed from the approved design plans shall be reflected and clearly called out by "clouding".

_____ Plan sheets that represent improvements that were not changed from the approved design plans shall have "Per Plan" placed in the lower right hand corner.

Sanitary Sewer Plans

_____ Improvements built exactly per design plan shall have the elevations/stations noted within parenthesis and marked "AB".

_____ Stations for all manholes, cleanouts, services and lateral stub-outs.

____ Manhole pipe invert elevations (in and out) and manhole rim elevations shall be determined by field surveying.

_____ Pipe lengths indicated on both plan and profile.

_____ Recalculate longitudinal pipe slopes for all pipe segments. (All measurements to MH Centers)

_____ Stations and length of pipe encasements/extra protection.

_____ Anode locations, valves and tracer wire connection stations and cross ties to two permanent structures at least 30" high

Water Plans

_____ Stations of all water services including landscape and fire lines. At least two (2) horizontal cross-ties

_____ Stations of all fire hydrants.

_____ Stations of all valve boxes, blow-offs, and air release valves.

_____ Stations of all bends, tees, and bell restraints.

_____ Profile view of all pipeline vertical alignments, including stations of all fittings, depth to finish grade, and pipe separation dimensions.

_____ Stations and length of pipe encasements/extra protection.

_____ Horizontal cross ties to two permanent structures (fire hydrants, light poles & ID #, power poles & ID #, etc.) for all valve boxes.

_____ Anode locations, valves and tracer wire connection stations and cross ties to two permanent structures at least 30" high

Drainage Plans

_____ Inverts for storm sewer pipes at inlets and manholes shall be determined by field surveying.

_____ Recalculate longitudinal pipe slopes for all pipe segments.

Street/Trail Plans

_____ Stations of all survey monuments – existing and new

_____ Sleeve/conduit/casing types, sizes, locations and stations.

_____ Provide spot elevations at intersections as well as pavement and curb every 500 ft.

Street Lights and Traffic Signal Plans

_____ Stations for all street illumination lights.

_____ Locations of all traffic signal poles, cabinets, J-boxes and related conduits.

_____ Abandonment of existing conduits and facilities.

_____ Location of signage related to traffic signal.

Miscellaneous

_____ Major unexpected dry utility crossings of water and sewer mains

_____ Unforeseen underground structures exposed during water and sewer main construction such as vaults

_____ Major constructed dry utilities

____ ADA compliance within the ROW, spot elevations, cross and longitudinal slopes

CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION
Design-Build OR CMAR Contracts

PROJECT NO. 01-20001 **PROJECT NAME:** 2020 Street Maintenance Program

FILE NO. _____ **Project Manager:** Adam Miele

CONTRACTOR/CONSULTANT: C and E Paving & Grading

PROJECT DESCRIPTION:
This is the annual street maintenance program that applies various surface treatments to the City's asphalt roadway inventory. This project focuses on asphalt overlay as well as asphalt chip seals to extend the overall life cycle of the roadway segments. The identified overlay roadway segments also receive minor concrete improvements per the requirements of the Department of Justice (ADA standards).

JUSTIFICATION FOR USE AND AMOUNT:

Contractor's Contingency Justification and Amount: $138,000.00
With the current volatility of construction materials cost and the possibility of the addition of scope to the project, these funds will be needed to hedge against market uncertainty and project delays.

Owner's Contingency Justification and Amount: $138,000.00
The risks of project increase are due to field conditions that are not apparent (unknows) during design and can be very high, these funds will be needed to hedge against unknows and project delays. An example to traditional unknows to this project include; unknown asphalt thickness of existing roadway segments (we could potentially mill through the asphalt section as part of the project and will need to replace additional asphalt), during the concrete removal process of identified concrete segments, additional concrete segments may need to be replaced and additional roadway segments may be identified (additional scope) as the project continues that will be added to the program.

COST/BUDGET/FUNDING SOURCE ANALYSIS:

Contractor's Contingency: $138,000.00
The funding for the contingency will funded from the construction budget (HURF and Prop. 406 monies). The contingency is approximately 2.5% of the GMP (not inclusive of the owner's contingency).

Owner's Contingency: $138,000.00
The funding for the contingency will funded from the construction budget (HURF and Prop. 406 monies). The contingency is approximately 2.5% of the GMP (not inclusive of the contractor's contingency).

APPROVAL:	**Signature**		**Date:**
Project Manager		**Approval Recommended**	4/30/2020
Program Manager		**Approval Recommended**	
Section Head	S. Overton	**Approval Recommended**	4/30/2020
Division Head		**Approval Recommended**	4/30/2020

Definitions

Owner's Contingency (Design/Build or Construction Manager at Risk)

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages.

The Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used

Contractor's Contingency (Design/Build or Construction Manager at Risk)

"Design-Builder's/CMAR Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder/CMAR, usually for costs that result from Project circumstances. The amount of the Design-Builder's/CMAR Contingency will be negotiated as a separate line item in each GMP package.

Use and management of the Design-Builder's/CMAR Contingency:

Design-Builder's/CMAR Contingency is an amount the Design-Builder/CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder/CMAR Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

When the Design-Builder/CMAR utilizes Design-Builder's/CMAR Contingency funds, the Design-Builder/CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder/CMAR shall deduct the amount of Design-Builder's/CMAR Contingency funds used from the Design-Builder's/CMAR Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's/CMAR Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

6. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jennifer Brown, Special Services Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration and Approval of Grant Award: Department of Justice, Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program.

STAFF RECOMMENDED ACTION:

Approve the award from the Department of Justice for grant funds in the amount of $65,915.00; there is no City match required for this grant.

Executive Summary:

On March 15, 2020, Mayor Coral Evans issued an Emergency Proclamation for the City of Flagstaff in relation to COVID-19, acknowledging that the widespread nature of COVID-19 constituted an immediate threat to the life, public health, safety and welfare of Flagstaff residents. In responding to the situation presented by the spread of COVID-19 in Flagstaff, the City of Flagstaff police and fire departments began purchasing additional health and safety supplies necessary to minimize risk to exposure of COVID-19 and help maintain the wellbeing of first responders. Purchasing this personal protective equipment (PPE) was and is critical to continue providing emergency services to the community.

Accordingly, the City of Flagstaff police and fire departments are requesting the approval and acceptance of the Coronavirus Emergency Supplemental Funding to be used to purchase acutely needed PPE and cleaning supplies including but not limited to N-95 face masks, 3-ply face masks, nitrile gloves, protective goggles, spit hoods, isolation gowns, booties and disinfectant wipes. The City of Flagstaff police and fire departments will continue to work collaboratively to share these and other resources to effectively respond to the COVID-19 pandemic.

Financial Impact:

This grant will help offset existing expenses incurred from purchases of PPE, cleaning supplies and items utilized to help combat the spread of COVID-19. If any monies remain, they will be utilized to purchase additional PPE related items to further mitigate the spread of COVID-19 to our first responders and community.

Policy Impact:

The approval of this grant will have no direct impact on any policies of the Flagstaff Police Department or Flagstaff Fire Department.

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

Flagstaff Regional Plan Policy PF.3.1 Maintain high-quality effectiveness and efficiency in law enforcement, fire and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this grant.

Options and Alternatives:

Approve the grant.
Deny the grant amount in full or in part.

Background/History:

On March 15, 2020, Mayor Coral Evans issued an Emergency Proclamation for the City of Flagstaff in relation to COVID-19, acknowledging that the widespread nature of COVID-19 constituted an immediate threat to the life, public health, safety and welfare of Flagstaff residents. Flagstaff's Emergency Proclamation was in-line with steps taken by various federal, state and county-level authorities signaling the seriousness of the spread of COVID-19. Throughout the month of March, the situation continued to escalate, with Coconino County seeing an increasing number of confirmed COVID-19 cases and Coconino County reporting its first patient death from COVID-19. On March 30, 2020, Arizona Governor Ducey issued an Executive Order titled Stay Home, Stay Health, Stay Connected; Physical Distancing to Mitigate COVID-19 Transmission. On April 4, 2020, President Trump approved Arizona's request for a Presidential Major Disaster Declaration for the state.

The Department of Justice, Office of Justice Programs created the Coronavirus Emergency Supplemental Funding Program in 2020, to provide additional funding to State, County and Municipal agencies, to purchase personal protective equipment and items necessary to help reduce the risk of exposure or spread of the Coronavirus.

The Flagstaff police and fire departments began purchasing PPE from the onset of the pandemic and have worked collectively to share costs. The departments have been innovative in finding solutions to re-use masks, identifying local companies to purchase PPE, hand sanitizer and cleaning supplies. We will continue to ensure both departments have the equipment necessary to contact community members and meet service level expectations.

Key Considerations:

An increase in demand for PPE will remain in effect until such time as a vaccine has been developed and approved for use to combat the Coronavirus. The increase in demand carries an increase in costs to those departments whose personnel, during the course of their work, will be coming in contact with community members who have been exposed to or infected with COVID-19.

Expanded Financial Considerations:

If the grant is not approved, the opportunity for the police department and/ or the fire department to operate within their allocated budget will be negatively impacted.

Community Benefits and Considerations:

Having healthy first responders affords the community the opportunity to sustain an appropriate level of public safety and order. The use of PPE and disinfectants not only helps prevent the spread of Coronavirus to officers and firefighters, but from officers or firefighters who may be unknowingly infected and coming in contact with community members.

Community Involvement:

Inform.

Expanded Options and Alternatives:

- Approve the Department of Justice grant.
- Not approve the Department of Justice grant.

Attachments: Award Report

Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

April 20, 2020

Mr. Greg Clifton
City of Flagstaff
City Hall, 211 West Aspen Avenue
Flagstaff, AZ 86001-5359

Dear Mr. Clifton:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Flagstaff for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is $65,915. These funds are for the project entitled City of Flagstaff FY 20 COVID Emergency Funds.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Flagstaff accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Elaine Vanlandingham, Program Manager at (202) 305-0034; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

April 20, 2020

Mr. Greg Clifton
City of Flagstaff
City Hall, 211 West Aspen Avenue
Flagstaff, AZ 86001-5359

Dear Mr. Clifton:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Flagstaff
City Hall, 211 West Aspen Avenue
Flagstaff, AZ 86001-5359

4. AWARD NUMBER: 2020-VD-BX-0070

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022

BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 04/20/2020

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
866000282

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
088302625

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
City of Flagstaff FY 20 COVID Emergency Funds

10. AMOUNT OF THIS AWARD $ 65,915

11. TOTAL AWARD $ 65,915

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL



[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Greg Clifton
City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		65915

21. VVDUGT0129

PROJECT NUMBER 2020-VD-BX-0070 AWARD DATE 04/20/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

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

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

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

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

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

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

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

PROJECT NUMBER 2020-VD-BX-0070 AWARD DATE 04/20/2020

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

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

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

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

   Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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

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

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

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

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

6. Requirements related to "de minimis" indirect cost rate

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

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SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

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

8. Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

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

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

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

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

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

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

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

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

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

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

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

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

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

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SPECIAL CONDITIONS

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

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

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

SPECIAL CONDITIONS

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

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

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

15. Determination of suitability to interact with participating minors

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

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

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

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

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

18. OJP Training Guiding Principles

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

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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

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

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

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

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

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

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

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

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

SPECIAL CONDITIONS

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

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

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

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

29. Encouragement of policies to ban text messaging while driving

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

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

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

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at https://www.ojp.gov/funding/explore/CESF-program-specific-condition, that is incorporated by reference here.

SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

    The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

    The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

    Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

    Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

    To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https:/ / bja.gov/ Funding/ nepa.html, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program . The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing $500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP’s Grant Management System (GMS).

PROJECT NUMBER 2020-VD-BX-0070 AWARD DATE 04/20/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Flagstaff

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:
(1) New construction
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
(3) A renovation that will change the basic prior use of a facility or significantly change its size
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

Department of Justice (DOJ)
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-VD-BX-0070

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Elaine Vanlandingham
(202) 305-0034

2. PROJECT DIRECTOR (Name, address & telephone number)

Stacey Brechler-Knaggs
Grants & Contracts Manager/Disaster Recovery Mgr
City Hall, 211 West Aspen
Flagstaff, AZ 86001-5359
(928) 213-2227

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

City of Flagstaff FY 20 COVID Emergency Funds

5. NAME & ADDRESS OF GRANTEE

City of Flagstaff
City Hall, 211 West Aspen Avenue
Flagstaff, AZ 86001-5359

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

$ 65,915

10. DATE OF AWARD

04/20/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Co-Submitter: Jeff Meilbeck, MetroPlan Executive Director

Date: 05/13/2020

Meeting Date: 05/19/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-22: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Flagstaff Metropolitan Planning Organization, DBA MetroPlan, and the City of Flagstaff to transition administrative and financial services from the City to MetroPlan.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-22 by title only
2) City Clerk reads Resolution No. 2020-22 by title only (if approved above)
3) Adopt Resolution No. 2020-22

Executive Summary:

The Flagstaff Metropolitan Planning Organization (FMPO) DBA MetroPlan has been established as a separate legal entity and approved as an Arizona nonprofit corporation. The Intergovernmental Agreement (IGA) identifies the responsibilities and commitments between the City of Flagstaff and MetroPlan. The City will cease administrative and financial services for MetroPlan effective June 30, 2020, and MetroPlan will be responsible for its own administrative and financial management.

The IGA will remain effective through September 30, 2020, to allow for the reconciliation of MetroPlan's and the City's finances.

Financial Impact:

MetroPlan has requested payment of $114,000 of City Transportation funds that Council approved at the September 17, 2019, meeting and that were being held by the City on MetroPlan's behalf. MetroPlan will support the City in its management and reconciliation of existing MetroPlan funds. This support will include but is not limited to providing financial documentation, communicating with funding agencies about the transition, closing out MetroPlan grants that the City accepted responsibility for, and working to ensure that the City is reimbursed from grant funds for expenditures the City made on MetroPlan's behalf.

Policy Impact:

The City of Flagstaff has provided administrative and financial services to MetroPlan for 22 years. As a regional organization governed by a Board of elected officials from the City and County and State, MetroPlan's independence is consistent with MetroPlan's regional role and consistent with the governance structure of other Metropolitan Planning Organizations and Council's of Government across the nation. This transition IGA documents how the City and MetroPlan will work together to ensure continuity and equity as MetroPlan continues its regional responsibilities as an independent organization.

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.

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

Has There Been Previous Council Decision on This:

- The City authorized the establishment of a Metropolitan Planning Organization by Resolution 2070, adopted May 21, 1996.
- The City, the County, and the State entered into an intergovernmental agreement regarding the designation of FMPO on September 12, 1996 (the "1996 IGA").
- On October 7, 2005, the County and the City entered into an intergovernmental agreement (the "2005 IGA") that sought to clarify the nature of each Party's FMPO responsibilities, removed ADOT from the IGA at ADOT's request, and superseded the 1996 IGA.
- On January 9, 2012, the County and the City entered into an intergovernmental agreement (the "2012 IGA") that extended and further clarified the nature of each Party's responsibilities with regard to FMPO.
- On September 18, 2018, the City and County adopted an amended and restated IGA to authorize the establishment of FMPO as a separate legal entity pursuant to Arizona Revised Statutes § 11-952 with common powers specified in the Agreement.

Options and Alternatives:

- Approve the acceptance of the IGA
- Disapprove the IGA

Background/History:

In May of 1996, the City and County authorized the establishment of a Metropolitan Planning Organization to carry out the metropolitan planning process. On June 24, 1996, the Governor of the State of Arizona designated FMPO as the Metropolitan Planning Organization for the Flagstaff Urbanized Area. On January 1, 2020, the FMPO was rebranded as MetroPlan.

MetroPlan carries out planning, coordination, and integration of activities necessary to maintain a comprehensive, cooperative, and continuing multi-agency transportation planning program. The vision of MetroPlan is to create the finest transportation system in the Country and the mission of MetroPlan is to leverage cooperation to maximize financial and political resources for a premier transportation system.

Jurisdictions that make up the MetroPlan include the City of Flagstaff, Coconino County, and the Arizona Department of Transportation (ADOT). The MetroPlan receives funding from federal, state, and local governments and oversees the expenditure of federal transit funds working closely with the state and municipalities that make up northern Arizona. Each year, MetroPlan evaluates and approves proposed surface transportation improvement projects, while providing a forum for interagency cooperation and public input into transportation funding and prioritized decision.

Key Considerations:

On May 14, 2019, the Arizona Corporation Commission approved Articles of Incorporation establishing FMPO/MetroPlan as an Arizona nonprofit corporation. MetroPlan has developed administrative and financial management capacity sufficient to meets its legal obligations and carry out its responsibilities. These capacities will include but are not limited to payroll, procurement, budgeting, grant management, accounting, benefits administration, information technology, office space, and human resources management. These capacities may be developed through private sector contracts, in-house staff, or an IGA with another local government organization.

Community Benefits and Considerations:

MetroPlan is responsible for regional transportation planning which benefits the City, County, State, NAIPTA, NAU, and our common residents and visitors. Establishing MetroPlan as an independent organization and clearly delineating how the transition from the City will take place ensures that financial and administrative management continues with competency and consistency.

Attachments: Res. 2020-22
IGA

RESOLUTION NO. 2020-22

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE FLAGSTAFF METROPOLITATAN PLANNING ORGANIZATION, DBA METROPLAN AND THE CITY OF FLAGSTAFF FOR THE TO TRANSITION ADMINSTRATIVE AND FINANCIAL SERVICES FROM THE CITY TO METROPLAN

RECITALS:

WHEREAS, the PARTIES desire to enter into this Agreement to transition administrative and financial services from the City of Flagstaff to MetroPlan; and

WHEREAS, the Flagstaff Metropolitan Planning Organization (FMPO) DBA MetroPlan has been established as a separate legal entity and approved as an Arizona nonprofit corporation; and

WHEREAS, the PARTIES recognize the importance of the responsibilities and commitments between the City of Flagstaff and MetroPlan; and

WHEREAS, the City will cease admirative and financial services for MetroPlan effective June 30, 2020, and MetroPlan will be responsible for its own administrative and financial management.

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 MetroPlan and the City of Flagstaff, Arizona, attached hereto (“IGA”).

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 19th day of May 2020.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A, IGA

INTERGOVERNMENTAL AGREEMENT

Between
City of Flagstaff
and
the Flagstaff Metropolitan Planning Organization DBA MetroPlan

This Intergovernmental Agreement ("Agreement") is entered into this ___ day of _____, 2020 (the “Effective Date”), among the City of Flagstaff (the "City"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona and the Flagstaff Metropolitan Planning Organization DBA MetroPlan, an Arizona nonprofit corporation (“FMPO” or “MetroPlan”), with a legal address of 112 N Elden Street, Flagstaff, Arizona. The City and MetroPlan may each be referred to in this Agreement individually as a Party, and collectively as the Parties.

RECITALS

A. The City authorized the establishment of a Metropolitan Planning Organization by Resolution 2070, adopted May 21, 1996.

B. The County authorized the establishment of a Metropolitan Planning Organization by Resolution 96-32, adopted May 20, 1996.

C. Under 23 C.F.R. § 450.104, a Metropolitan Planning Organization is a federal designation for "the policy board of an organization created and designated to carry out the metropolitan transportation planning process."

D. On or about June 24, 1996, Fife Symington, then Governor of the State of Arizona, in accordance with 23 CFR § 450.306, designated FMPO as the Metropolitan Planning Organization for the Flagstaff Urbanized Area.

D. The City, the County and the State entered into an intergovernmental agreement regarding the designation of FMPO on September 12, 1996 (the "1996 IGA").

E. On October 7, 2005, the County and the City entered into an intergovernmental agreement (the "2005 IGA") that sought to clarify the nature of each Party's FMPO responsibilities, removed ADOT from the IGA at ADOT’s request, and superseded the 1996 IGA.

F. On January 9, 2012, the County and the City entered into an intergovernmental agreement (the “2012 IGA”) that extended and further clarified the nature of each Party’s responsibilities with regard to FMPO.

G. On September 18, 2018 the City and County adopted an amended and restated IGA to authorize the establishment of FMPO as a separate legal entity pursuant to Arizona Revised Statutes § 11-952 with common powers specified in the Agreement.

H. On May 14, 2019, the Arizona Corporation Commission approved Articles of Incorporation establishing FMPO as an Arizona nonprofit corporation.

I. On September 16, 2019, MetroPlan secured independent legal services to provide representation on an ongoing basis separately from the City of Flagstaff.

J. On January 13, 2020, the FMPO registered with the Arizona Secretary of State to "do business as" MetroPlan having started use of the trade name on January 1, 2020.

K. In April of 2020, the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") and MetroPlan entered into an intergovernmental agreement providing that NAIPTA would employ and loan employees to MetroPlan effective July 1, 2020. This date was administratively changed to June 28, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to identify responsibilities and commitments between the Parties related to MetroPlan's transition from being hosted by the City to operating as a separate legal entity.

2. Duration and Termination of Agreement

This Agreement will remain effective from the date it is executed by both Parties through September 30, 2020. A Party may terminate this Agreement upon at least sixty (60) days prior written notice to the other Party to the Agreement. Terminating the Agreement shall not relieve a Party from those liabilities or obligations already incurred under this Agreement.

3. Responsibilities of MetroPlan

3.1 MetroPlan will develop administrative and financial management capacity sufficient to meets its legal obligations and carry out its responsibilities. These capacities will include but are not limited to payroll, procurement, budgeting, grant management, accounting, benefits administration, information technology, office space and human resources management.

3.2 MetroPlan will establish an Employee Identification Number (EIN), a DUNS number, file appropriate documents with the Internal Revenue Service (IRS), and open a bank account so that MetroPlan is positioned to receive and expend funds in its own name.

3.3 MetroPlan will file and amend documents with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) the Arizona Department of Transportation (ADOT) and other relevant agencies to notify said agencies of changes and receive authorization of said agencies to directly receive and manage grant funds. These notifications and documents include the Work Program Agreement, the Unified Planning Work Program, the state's Electronic Grant Management System (E-Grants), the State's Electronic State Transportation Improvement System (E-STIP), UTRACSDBE, SAM.gov, and any other necessary or relevant documents or instruments.

3.4 MetroPlan is working to establish independent systems for personnel management and benefits, including Arizona State Retirement ("ASRS"), Social Security Insurance (SSI), and Northern Arizona Public Employee Benefit Trust (NAPEBT) health insurance. MetroPlan needs to first apply for and obtain SSI before instituting ASRS and NAPEBT coverage. In order for MetroPlan's employees to maintain SSI and ASRS benefits during the transition period, the City will continue to provide employees on loan to MetroPlan until June 27, 2020, which is the end of the last pay period for FY2019-20. As of June 28, 2020, MetroPlan staff will become employees of NAIPTA, and NAIPTA will provide those employees

on loan to MetroPlan. This approach is consistent with the Master IGA recorded in September 2018, as further amended and restated in March 2020. MetroPlan agrees to reimburse payroll related expenses for such employees within fifteen (15) days of billing from the City. A fee for services may be determined by mutual agreement of the Parties. Metro Plan will periodically notify the City of its progress with obtaining SSI and ASRS.

3.5 MetroPlan will request an advance payment of $114,000 of City Transportation funds that Council approved at the September 17, 2019, meeting and that are being held by the City on MetroPlan's behalf. A final reconciliation shall be addressed between the Parties on such funds as soon as possible after the close of the City's fiscal year, but in no event later than September 30, 2020.

3.6 MetroPlan will support the City in its management of existing MetroPlan funds. This support will include but is not limited to providing financial documentation, communicating with funding agencies about the transition, closing out MetroPlan grants that the City accepted responsibility for, and working to ensure that the City is reimbursed from grant funds for expenditures the City made on MetroPlan's behalf.

3.7 MetroPlan will work with City staff to determine MetroPlan's access during and after transition to City GIS data, modeling and processes that have reasonable mutual benefit, including, but not limited to, transportation and transit data.

4. **Responsibilities of the City of Flagstaff**

4.1 The City will continue to provide administrative and financial management services through June 30, 2020. These services will include, but are not limited to, payroll, procurement, budgeting, grant management, accounting, benefits administration, information technology, office space and human resources management.

4.1.1 The City will continue to provide staff to MetroPlan as employees on loan until June 27, 2020. Pursuant to Section 3.4 above, MetroPlan agrees to reimburse payroll related expenses for such employees within fifteen (15) days of billing from the City. A fee for services may be determined by mutual agreement of the Parties.

4.2 The City will complete reimbursement requests and other documents required to reimburse the City for expenses incurred through June 30, 2020 and close out MetroPlan related grants and contracts by September 30, 2020.

4.3 The City will advance payment to MetroPlan of $114,000 of City Transportation funds as approved by City Council at its September 17, 2019 Council meeting and as described in Section 3.5 above. This advance from the City to MetroPlan will occur on or before May 31, 2020, with reconciliation to occur as per Section 3.5.

4.4 The City will transfer equipment and supplies to MetroPlan that were purchased by the City with MetroPlan funds. These items include computer equipment, furniture or other supplies purchased with MetroPlan funds. The City will provide a bill of sale or other similar documentation to confirm transfer of title to such items and equipment described above. Transfer of equipment and supplies will be made consistent and in compliance with federal property disposition regulations and guidelines.

4.5 The City will continue to allow MetroPlan staff access to City GIS systems and data that have reasonable mutual benefit to both Parties in accordance with City policy for use

and software licenses, as may be amended. Should the City incur additional licensing costs related to MetroPlan's access to City GIS systems, MetroPlan agrees to reimburse the City for such increases.

5. Liability and Indemnification

5.1 Force Majeure. A Party shall not be liable for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the Party that fails to perform, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of said Party.

5.2 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) (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.

6. Dispute Resolution

6.1 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable Party is unwilling to join the mediation.

6.2 Legal Action. This mediation provision is not intended to constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a Party seeks provisional relief under the Arizona Rules of Civil Procedure.

6.3 Litigation and Attorney's Fees. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party.

7. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the Party to be notified, or to such other address notice of which is given:

If to City:	If to MetroPlan:
City Manager	Executive Director
City of Flagstaff	MetroPlan

211 West Aspen Avenue
Flagstaff, Arizona 86001

112 N Elden Street
Flagstaff, Arizona 86001

8. General Provisions

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

8.2 Integration; Modification. Each Party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

8.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City or MetroPlan may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of another Party of the Agreement in any capacity or as a consultant to the other Party of the Agreement with respect to the subject matter of this Agreement.

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

8.5 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. § 41-4401, each Party warrants to the other Parties that the warranting Party and its subconsultants, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subconsultants is a material breach of this IGA subject to penalties up to and including termination of this IGA or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other or any subconsultant who works on this IGA to ensure compliance with this warranty.

8.5.1 A Party may conduct random verification of the employment records of the other Parties, and any of its subconsultants, to ensure compliance with this warranty.

8.5.2 A Party will not consider the other Parties or any of their subconsultants in material breach of the foregoing warranty if the other Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

8.5.3 The provisions of this Article must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this IGA or any subcontract. As

used in this Section 10.5, “services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility, or improvement to real property.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Flagstaff	**MetroPlan**
Adam Shimoni, Vice Mayor	Coral Evans, Board Chair
Attest:	Attest:
City Clerk	Clerk of the Board
Approved as to form:	Approved as to form:
City Attorney	FMPO/MetroPlan Legal Counsel Mangum, Wall, Stoops & Warden, PLLC

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-23: A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the August 4, 2020 Primary Election and November 3, 2020 General Election

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-23 by title only
2) City Clerk reads Resolution No. 2020-23 by title only (if approved above)
3) Adopt Resolution No. 2020-23

Executive Summary:

With the exception of Phoenix and Tucson, who perform their own elections, municipalities across the state contract for the operation of their elections, primarily with their respective county. While the City is responsible for many of the election activities such as preparation of the resolution, ballot language, public notices, and Information Pamphlet, the County prepares the ballot (with approval by the City), and both mails out and receives the ballots, as well as counts the ballots on election day. The attached Intergovernmental Agreement (IGA) outlines the roles of the City and County in this year's City election which will be held in conjunction with the statewide election.

Financial Impact:

The August and November elections have been budgeted in the FY2020-2021 Budget in account 001-01-011-0016-1-4290. The services provided by the County are charged at $2.00 per registered voter. With approximately 50,000 registered voters, the County charges should be around $100,000 per election. Additional expenses will be incurred with Runbeck Election Services and English Spanish Translation Services, LLC for compilation, translation, and mailing of the associated Information Pamphlet as well as the notification postcards.

Policy Impact:

None

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

Foster community pride and civic engagement
Enhance community outreach and engagement opportunities

Has There Been Previous Council Decision on This:

The Council has not discussed this specific IGA but has held several meetings in which they discussed elections for both August 4, 2020 and November 3, 2020.

Attachments: Res. 2020-23
IGA

RESOLUTION NO. 2020-23

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR ELECTION SERVICES FOR THE AUGUST 4, 2020 PRIMARY ELECTION AND NOVEMBER 3, 2020 GENERAL ELECTION

RECITALS:

WHEREAS, the City Council desires to enter into an Intergovernmental Agreement with Coconino County for Election Services;

WHEREAS, Coconino County has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the Coconino County Recorder has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8; and

WHEREAS, the City of Flagstaff is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of Coconino County to conduct its election.

ENACTMENTS:

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

SECTION 1. That the Intergovernmental Agreement for Election Services between the City of Flagstaff and Coconino County for the August 4, 2020 Primary Election and November 3, 2020 General Election attached hereto as Exhibit A be hereby accepted and approved, and the Mayor be authorized to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A - IGA

Intergovernmental Agreement
FOR PROVISION OF SERVICES BY THE COCONINO COUNTY ELECTIONS DEPARTMENT

This Contract for Services is entered into this _____day of_____, 2020 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and **CITY OF FLAGSTAFF**, hereinafter referred to as **JURISDICTION,** also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

SECTION 1. Type of Election and Important Dates

COUNTY agrees to provide election services for the following elections:

Primary Election	
Election Day	**08/04/20**
Last day to vote early in person	**07/31/20**
Last day to request an early ballot to be mailed	**07/24/20**
Early voting begins/early ballots mailed	**07/08/20**
Voter registration deadline	**07/06/20**

General Election	
Election Day	**11/03/20**
Last day to vote early in person	**10/30/20**
Last day to request an early ballot to be mailed	**10/23/20**
Early voting begins/early ballots mailed	**10/07/20**
Voter registration deadline	**10/05/20**

SECTION 2. CONTACT PERSONS FOR JURISDICTION

Contact Name: Stacy Saltzburg
Address: 211 W. Aspen Ave.
Telephone: 928-213-2076
Fax: N/A
E-mail : stacy.saltzburg@flagstaffaz.gov
Cell Phone: 928-525-6775

Legal Counsel: Sterling Solomon
Address: 211 W. Aspen Ave.
Telephone: 928-213-2043
Fax: N/A
E-mail: ssolomon@flagstaffaz.gov

SECTION 3: PURPOSE

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

1. PRINTING

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the ES&S Optical Scan Voting System and accessible ExpressVote equipment.

2. TRANSLATION

SPANISH: Translation of ballot text shall be provided by JURISDICTION. The jurisdiction is responsible for ensuring the Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

NATIVE AMERICAN: If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. CCED will provide Navajo language translation for the ballot.

3. BALLOTS

A. CCED will have Official Ballots printed and distributed to the early voting sites and the polling places and vote centers:

B. JURISDICTION will provide CCED with final ballot language, including the Spanish translation, no later than 90 days prior to election day.

C. After 90 days prior to election day, JURISDICTION will pay $100 per change to CCED for any changes or alterations to final ballot language unless it is an error or omission made by CCED.

D. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have three days to notify CCED of any corrections to the ballot because of errors or omissions.

4. POLL WORKERS

CCED will recruit, train, provide and pay Election Workers to conduct the election.

5. POLLING PLACES

CCED will designate and arrange for the polling places and vote centers. (This includes reserving each site and mailing an agreement to each location.)

6. REGISTERS AND ROSTERS

A. CCED will provide the statutory lists of registered voters for early voting and for use at the polling places and vote centers.

B. CCED voter lists, registers and files contain restricted Data – release or distribution of all or any portion of such information is restricted and in some cases prohibited by law, subject to criminal prosecution.

7. ELECTION DAY SUPPLIES

CCED shall deliver and pick up polling place and vote center supplies.

8. LOGIC AND ACCURACY TEST

A. CCED will conduct the Logic and Accuracy Tests of vote tabulating equipment.

B. CCED will publish notice of the Logic and Accuracy Tests.

9. EARLY VOTING

CCED will conduct early voting by mail and in person at locations designated by CCED.

SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

   $2.00 per registered voter, except as provided below, plus:
   * Actual cost of Native American Outreach

2. Publish and/or post all legal notices required by statute, except for the notice for the Logic and Accuracy tests.

3. Prepare, print and mail any required informational pamphlet.

4. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.

SECTION 6: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

SECTION 7: TERMINATION

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

SECTION 10: CANCELLATION

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

SECTION 11: SEVERABILITY

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

CITY OF FLAGSTAFF

Date of adoption:_____

_____
Coral J. Evans
Mayor

ATTEST:

_____
Stacy Saltzburg, City Clerk

COCONINO COUNTY:

Date of adoption:_____

_____
Patty Hansen
Coconino County Recorder

_____
Elizabeth C. Archuleta
Chair, Board of Supervisors

ATTEST:

_____
Lindsay Daley, Clerk of the Board

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

_____
Sterling Solomon, City Attorney

_____
Rose Winkeler, Deputy County Attorney

7. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Nicole Antonopoulos, Sustainability Manager
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration and Approval: City of Flagstaff and APS Clean Energy Future Memorandum of Understanding

STAFF RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the City of Flagstaff and APS.

Executive Summary:

The City of Flagstaff and APS have shared goals in the areas of clean energy, maintaining air quality, reducing harmful emissions and sustainability. Both parties are interested in collaborating to develop creative ways to promote a sustainable energy future for the Flagstaff area. By partnering together, the parties hope to combine their efforts to spearhead new strategies for, and remove obstacles to maintaining air quality, reducing harmful emissions, and providing clean, reliable and affordable energy to the residents of Flagstaff.

The Memorandum of Understanding outlines the shared vision, mission and goals of the City and APS as it relates to promoting a clean energy future for Flagstaff.

Financial Impact:

There is no financial impact associated with this Memorandum of Understanding.

Policy Impact:

This Memorandum of Understanding supports Council goals, the Regional Plan, and the Climate Action and Adaptation Plan.

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

Council Goals:
Take meaningful climate change action.

Regional Plan:
Goal E.1. Increase energy efficiency
Goal E.2. Expand production and use of renewable energy
Goal E&C.1. Proactively improve and maintain the region's air quality.
Goal E&C.2 Reduce Greenhouse gas emissions
Goal E&C.3 Strengthen community and natural environment resiliency through climate adaptation efforts.

Climate Action and Adaptation Plan:

Goal: Energy - Reduce energy consumption and associated greenhouse gas emissions from heating, cooling, and powering buildings.
Goal: Energy - Increase renewable energy generation within the community and City municipal organization.
Goal: Energy - Pursue a greater array of options for Flagstaff's energy needs in order to reduce greenhouse gas emissions.

Previous Council Decision on This:

Partnering with APS on renewable energy projects was discussed with City Council on August 27, 2019.

Attachments: APS CoF Clean Energy Future MOU
Presentation

Clean Energy Arizona Partnership

Memorandum of Understanding
between the
City of Flagstaff
and
Arizona Public Service Company

This Memorandum of Understanding (this "MOU"), dated May 19th, 2020, by and between the City of Flagstaff (the "City" or "Flagstaff"), an Arizona municipal corporation, and Arizona Public Service Company ("APS"), an Arizona corporation, outlines the shared vison, mission and goals of the City and APS as it relates to promoting a clean energy future for Flagstaff, Arizona, and the "Clean Energy Arizona Partnership" ("CEAP"). The City and APS are each a "Party" and collectively the "Parties" to this MOU.

The Parties wish to establish a cooperative relationship through mutual collaboration in the areas of clean energy, maintaining air quality, reducing harmful emissions, and sustainability, and hereby agree to the terms of this MOU. With the exception of Section VII, the terms of which are intended to be binding on the Parties, this MOU is not intended to create any legally binding obligations on either Party but, rather, is intended to facilitate discussions regarding general areas of cooperation.

I. Overview:

The City and APS have shared goals in the areas of clean energy, maintaining air quality, reducing harmful emissions, and sustainability, and are interested in collaborating to develop creative ways to promote a sustainable energy future for the Flagstaff area. By partnering together, the Parties hope to combine their efforts to spearhead new strategies for, and remove obstacles to reducing air quality emissions and providing clean, reliable and affordable energy to the residents of Flagstaff. The City and APS also have individual goals in these areas, which the Parties may choose to pursue or change at their respective discretion.

II. Description of the parties:

The City:

- The City's mission is to protect and enhance the quality of life for all.
- The City adopted the Climate Action and Adaptation Plan, which sets goals to reduce greenhouse gas emissions, ensure that neighborhoods, resources, and economy are more resilient to climate change, while prioritizing Flagstaff community members who are the most impacted by climate change.

APS:

- APS is a vertically-integrated investor-owned electric utility, and is regulated by the Arizona Corporation Commission (the "ACC").

- APS has a strong commitment to environmental compliance as well as a focus on environmental-based goals that go beyond compliance, including leading roles in local and statewide working groups focused on understanding our air quality challenges in the state and developing emissions reductions opportunities to provide for a healthier and more prosperous Arizona.
- APS is taking a leadership role in investigating, evaluating and implementing clean energy solutions as market forces begin to change the way electricity is produced and consumed across the grid.

III. Values:

The City and APS share the following values, which form the foundation of the Clean Energy Arizona Partnership. The Parties believe in:

A. **Clean energy**: Providing increasingly clean, reliable and affordable energy to APS customers, many of whom are residents of the City.
B. **Emissions reductions**: Reducing emissions of all air pollutants, including greenhouse gas emissions.
C. **Economic development:** Investing in technology and innovation to boost local and state economics and attract new businesses.
D. **Thriving energy provider:** Continuing APS's status as a healthy business and a thriving energy provider.
E. **Thriving city**: Continuing the City's status as a healthy and thriving municipality and community.
F. **Regional collaboration:** Leveraging relationships with other cities, utilities, corporations, and stakeholder groups.
G. **Community and stakeholder input:** Seeking community and stakeholder input regarding priorities, concerns and developing new pathways for stakeholder involvement.

IV. Vision and goals:

The City and APS have a shared vision, presented below, which represents what the Parties desire to accomplish through CEAP collaborative efforts. The Parties also have individual goals, which represent the individual efforts they hope to pursue in furtherance of a sustainable energy future.

A. **The City's goals:**
    i. 80% reduction in community-wide greenhouse gas emissions by 2050;
    ii. Transition municipal operations to 100% renewable energy by 2021;
    iii. Ongoing support for an aggressive building electrification program to decrease reliance on combustion fuels;
    iv. Transition community to 100% clean energy by 2050; and
    v. Zero-waste by 2050.

B. **APS's goals:** APS desires to be the City's trusted energy provider and advisor regarding sustainability goals. APS desires to collaborate with the City to find innovative ways to advance the City's goals, as well as the following APS goals:
    i. Guided by its internal resource planning process, provide 100% clean, carbon-free electricity to customers by 2050, with the following interim goals:
        1. Nearer-term 2030 target of achieving a resource mix that is 65% clean energy, with 45% of our portfolio coming from renewable energy; and
        2. Plans to end use of coal-fired generation by 2031, seven years sooner than previously projected.
    ii. Continue serving Arizona with clean, reliable and affordable energy;
    iii. Increase flexibility to meet customer demand and resource needs;
    iv. Create a smarter, cleaner energy infrastructure; and
    v. Reduce ozone through precursor mitigation and elimination, and targeted reduction of greenhouse gases.

C. **Shared vision**: The City and APS desire to support each other in achieving mutually aligned energy and sustainability goals and objectives that benefit residents of Flagstaff and the future of Arizona.

V. Guiding principles:

The City and APS share a set of guiding principles, which provide the framework for CEAP success. The Parties plan to:

A. **Collaborate:** Work together respectfully to achieve a shared vision through innovative thinking, while maintaining transparency and open communication and leveraging lessons learned from similar collaborations.
B. **Prioritize:** Prioritize CEAP to achieve successful implementation of shared goals and objectives.
C. **Share and scale:** Make CEAP strategies and plans available to other communities in Arizona for local implementation.
D. **Avoid cost-shifting:** Develop strategies and plans that are cost-effective for City residents and APS customers and that do not shift costs among them or to others in Arizona.
E. **Support public policy development:** Advance public policy matters at the state and local levels.
F. **Utilize Arizona regulatory model:** Apply the Arizona regulatory model to CEAP strategies and plans.
G. **Leverage city efforts:** Support the City's efforts and goals, including pursuing federal funding, private grants, and other funding opportunities that align with the shared vision of CEAP.
H. **Leverage APS statewide efforts**: Support APS's efforts and goals, including the APS Energy Plan and Integrated Resource Plan, in the spirit of partnership and collaboration towards CEAP's shared vision.

VI. Actions:

The Parties' collaboration involves developing strategies to promote the City's economic and community sustainability through clean energy innovation. The Parties' desire to take the following actions in advancing the values, vision, and guiding principles of this MOU:

A. **Work plan and deliverables:** Development of an annual work plan during each year throughout the term of this MOU which identifies, in detail, the objectives and deliverables the Parties intend to achieve and complete in the applicable year. The annual work plan will incorporate the values, vision, and guiding principles identified in this MOU, including any and all legal and regulatory requirements of the Parties. Prioritization of the objectives and deliverables in the annual work plan will be determined based upon the required costs and expected impacts to the Parties. The annual work plan contains the initial objectives for CEAP, which the Parties desire to incorporate into the first annual work plan. These objectives may not be the full scope of opportunities.
B. **Meetings and staffing:** To the extent available, APS will provide personnel resources through its Customer to Grid Solutions department and other related departments to participate in its CEAP efforts with the City. Similarly, the City will provide personnel resources through its sustainability office to participate in its CEAP efforts with APS. The Parties will endeavor to meet at least semi-annually to discuss CEAP efforts.

VII. General terms:

A. CEAP is a new endeavor and therefore the Parties desire to provide adequate time to develop the partnership and successfully implement its strategies and plans. This MOU shall remain active for five (5) years from the date of the last signature; provided, however, that either Party may terminate this MOU by providing sixty (60) days advance written notice to the other Party.
B. Neither Party may use the name of the other Party in any form of advertising or publicity without express written permission.
C. Nothing in this MOU will require the City or APS to take any action that it deems not to be in its best interest or the best interests of its residents or customers.
D. It is envisioned that the Parties may enter into binding agreements involving or related to the collaborative activities described in this MOU ("Further Agreements"). If so pursued, Further Agreements will (i) delineate the Parties' rights and obligations, (ii) address, among other things, sources of funding and intellectual property rights, and (iii) be signed by both Parties' authorized signatories.
E. The Parties recognize that any action taken by APS to support CEAP may be subject to ACC regulatory approval, and the Parties agree to cooperate in seeking any necessary approvals or regulatory changes to facilitate such regulatory approvals.

F. Nothing in this MOU constitutes a waiver of any laws, regulations, codes, or other authority to which the Parties may be subject.
G. Nothing in this MOU will be deemed or construed as creating a joint venture, trust, partnership, or any similar legal relationship among the Parties.
H. Each Party shall be responsible for its own obligations under this MOU, including any costs it incurs in pursing actions hereunder.
I. There will be no legal or equitable remedies available to either Party if the other Party fails, for any reason, to fully comply with the terms of this MOU.
J. This MOU is for the benefit of the Parties and does not create any third party rights.
K. The terms of this MOU will be governed by the laws of the State of Arizona, without regard to conflict of law principles.

Hereby executed as of the date first stated above by the duly authorized representatives of each Party.

ARIZONA PUBLIC SERVICE COMPANY
By: _____
Signature: _____
Date: _____

City of Flagstaff
By: _____
Signature: _____
Date: _____

Clean Energy Arizona Partnership

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Clean Energy Arizona Partnership

Foundational Values of the Partnership

- Clean energy
- Emissions reductions
- Economic development
- Thriving energy provider
- Thriving city
- Regional collaboration
- Community and stakeholder input

Clean Energy Arizona Partnership

Shared Vision

To support each other in achieving mutually aligned energy and sustainability goals and objectives that benefit the residents of Flagstaff and the future of Arizona.

Guiding Principles

- Collaborate
- Prioritize
- Share and scale
- Avoid cost shifting
- Support public policy development
- Utilize regulatory model
- Leverage City's efforts
- Leverage APS's efforts

Advancing the Clean Energy Arizona Partnership

- Develop a shared annual work plan
  - Objectives
  - Deliverables
- Staffing resources
  - Customer to Grid Solutions Dept.
  - Sustainability Section
- General terms
  - 5 year
  - Actions only in the best interest of City residents and APS customers

Thank you.



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

7. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stephanie Sarty, Transportation Engineering Project Manager
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-27: A resolution of the City of Flagstaff City Council, approving an Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for the design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-27 by title only
2) City Clerk reads Resolution No. 2020-27 by title only (if approved above)
3) Adopt Resolution No. 2020-27

Executive Summary:

The Arizona Department of Transportation (ADOT) will administer the design and construction and advertise, bid and award the construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/ Lockett Road. This roadway safety improvement project is the result of the City submitting a grant application to ADOT in 2018 for a competitive Highway Safety Improvement Program (HSIP) award. This project was identified as a high priority through a local network crash data screening process. The roundabout will improve safety, slow speeds, help avoid angle crashes, and add a crosswalk at the 4th-leg of the intersection. Approving the IGA for this project will obligate FY 2020 HSIP Federal Funding for the design costs and City funds for ADOT Project Development Administration (PDA) costs, FY 2021 HSIP Federal Funding, City funds for the right-of-way costs, and FY 2022 HSIP Federal Funding for the construction costs. The total HSIP Federal Funding is estimated to be $1,928,366 and the total City funding is estimated to be $60,813.

****A formal presentation will be prepared and included in the final packet to Council****

Financial Impact:

This project is identified in the MetroPlan Transportation Improvement Program (TIP), Transportation TIP #101020, ADOT Project #T0247, and IGA #20-0007711.

In FY 2020, the City will pay the State $30,000 for Project Development Administration (PDA) costs. City account #040-05-112-3302. Also, $450,000 HSIP Federal Funds will be available for design costs.

In FY 2021, the City will acquire the necessary right-of-way with costs estimated at $123,211 and will be reimbursed up to the HSIP formula limited amount, $92,398, with a projected City share of $30,813. City

account #040-05-112-3302.

In FY 2022, $1,385,968 in HSIP Federal Funds will be available for the construction costs.

The City is responsible for any project costs in excess of the current HSIP grant award of $1,928,366.

Policy Impact:

None.

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

Council Goal: Transportation and Other Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Regional Plan: Transportation - Safe and Efficient Multi-Modal Transportation Goals and Policies; Policy T.2.1 - Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Strategic Plan: Work in Partnership to Enhance a Safe and Livable Community - Cultivate community partnerships through civic engagement and participation.

Has There Been Previous Council Decision on This:

No.

Attachments:

Res. 2020-27
Project Location Map
IGA
Exhibit A
Presentation

RESOLUTION NO. 2020-27

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT THE SIGNALIZED INTERSECTION OF FOURTH STREET AND CEDAR AVENUE/LOCKETT ROAD.

RECITALS:

WHEREAS, the State of Arizona, acting by and through its Department of Transportation (ADOT), and City of Flagstaff desire to enter into an intergovernmental agreement for the purpose of designing and constructing a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road;

WHEREAS, the State will administer the design and advertise, bid and award the construction of the roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of June, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

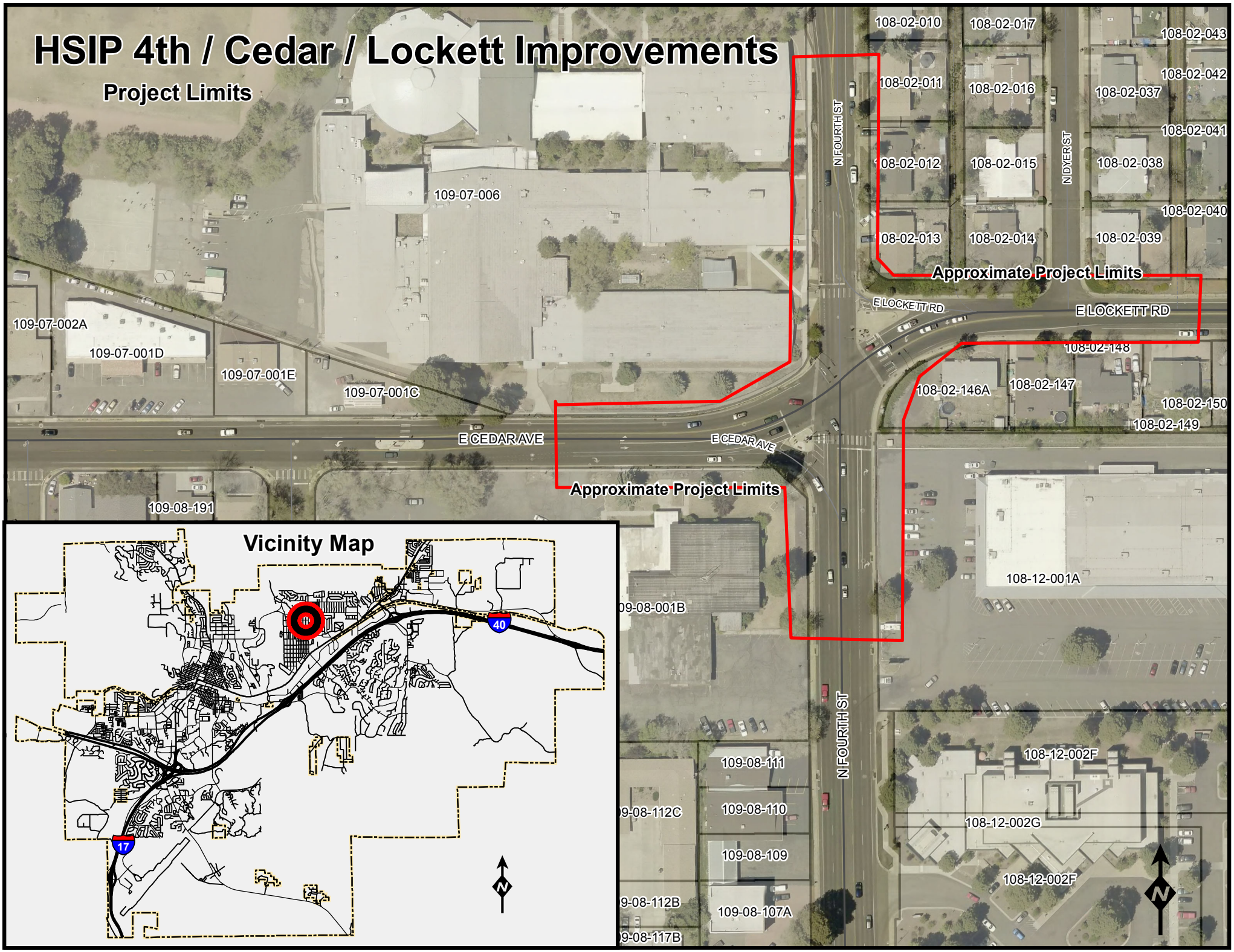
APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits: IGA

HSIP 4th / Cedar / Lockett Improvements

Project Limits



ADOT CAR No.: IGA 20-0007711-I
AG Contract No.: P001 2020 000797
Project Location/Name: Fourth St/Cedar Ave/Lockett Rd Roundabout
Type of Work: Design and Construct Roundabout
Federal-aid No.: FLA-0(221)T
ADOT Project No.: T0247 01D/03D/01R/01C
TIP/STIP No.: 101020
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The improvements proposed in this Agreement, include design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road, (the "Project"). The Project will also add a crosswalk at the 4th leg of the intersection. The State will administer the design and advertise, bid and award the construction phase of the Project. The City will administer the right-of-way acquisition for the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

    a. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

    b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final Project amount.

    c. The City and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

2. The State will:

    a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

    b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at $30,000.00. If PDA costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the City for the difference between actual costs and the amount the City has already paid for PDA.

    c. Reimburse the City for the City's eligible incurred right-of-way acquisition expenditures, up to $92,398.00. Coordinate with the City as required for all right-of-way activities. Right-of-way acquisition is estimated at $123,211.00 of which the City's share is estimated at $30,813.00.

    d. After receipt of the PDA costs, on behalf of the City, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and

analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the development of the Project.

e. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design, right-of-way acquisition, and construction. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

f. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

g. After receipt of the actual PDA costs, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

h. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. After the Project is awarded, invoice the City for the difference between estimated and actual costs, if applicable.

i. Notify the City of substantial completion and final acceptance of the Project, as defined in the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the City, and provide a copy to the City indicating that the State's maintenance responsibility of the Project is terminated, as applicable.

j. Notify the City of substantial completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the Project improvements.

k. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The City will:

a. Designate the State as the City's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at $30,000.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for

the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.

c. Invoice the State (no more than monthly) for the City's right-of-way acquisition expenditures providing all back-up documentation. Coordinate with the State as required for all right-of-way activities. Right-of-way acquisition is estimated at $123,211.00, of which the City's share is estimated at $30,813.00.

d. Review design plans, specifications, cost estimates, and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

h. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensure that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

i. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project,

on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.

k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.

l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.

n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.

4. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made

against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

7. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

12. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B

Phoenix, AZ 85007
SingleAudit@azdot.gov

13. This Agreement shall be governed by and construed in accordance with Arizona laws.

14. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

15. The City shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the City at the request of ADOT.

16. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

17. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. 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 the 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 as a result of termination under this paragraph.

18. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

19. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

20. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

21. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

22. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2053
greg.clifton@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Flagstaff
Attn: Stephanie Sarty
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2692
ssarty@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

23. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

24. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF

By _____
CORAL EVANS
Mayor

ATTEST:

By _____
STACY SALTZBURG
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
BRENT A. CAIN, PE
Division Director

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

_____ _____

City Attorney Date

EXHIBIT A

IGA 20-0007711-I
Cost Estimate

T0247 01D/03D/01R/01C

The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

T0247 01D (ADOT Project Development Administration (PDA) Cost, non-federal-aid):

PDA costs*	$ 30,000.00

T0247 03D (scoping/design):

Federal-aid funds @ 100%	$ 450,000.00
Subtotal – Scoping/Design/PDA*	**$ 480,000.00**

T0247 01R (right-of-way):

Federal-aid funds @ 100%	$ 92,398.00
City funds @ 100%	$ 30,813.00
Subtotal – Right-of-Way	**$ 123,211.00**

T0247 01C (construction):

Federal-aid funds @ 100%	$ 1,385,969.00
Subtotal – Construction**	**$ 1,385,969.00**
Estimated TOTAL Project Cost	**$ 1,989,180.00**
Total Estimated City Funds	**$ 60,813.00**
Total Federal Funds	**$ 1,928,367.00**

* (Included in the City Estimated Funds)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

Fourth & Cedar/Lockett Roundabout

IGA with ADOT

TEAM FLAGSTAFF

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Highway Safety Improvement Program (HSIP)

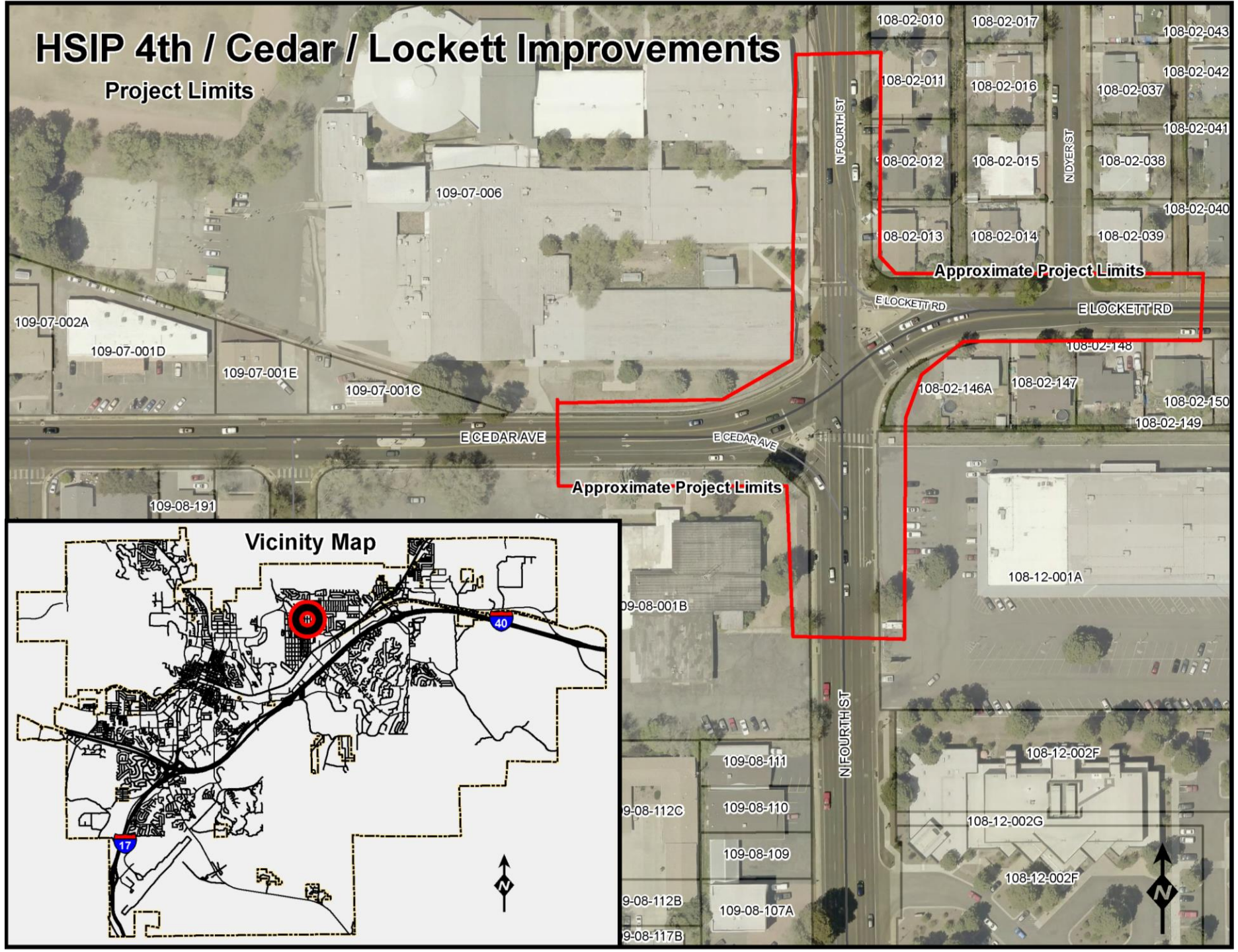
- Purpose:
  - “to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements.”
- Other Flagstaff HSIP Projects:
  - City-wide Sign Replacement
  - City-wide Pavement Markings
  - Beulah Bike Lanes
  - Switzer & Turquoise Roundabout
  - Guardrail Replacement

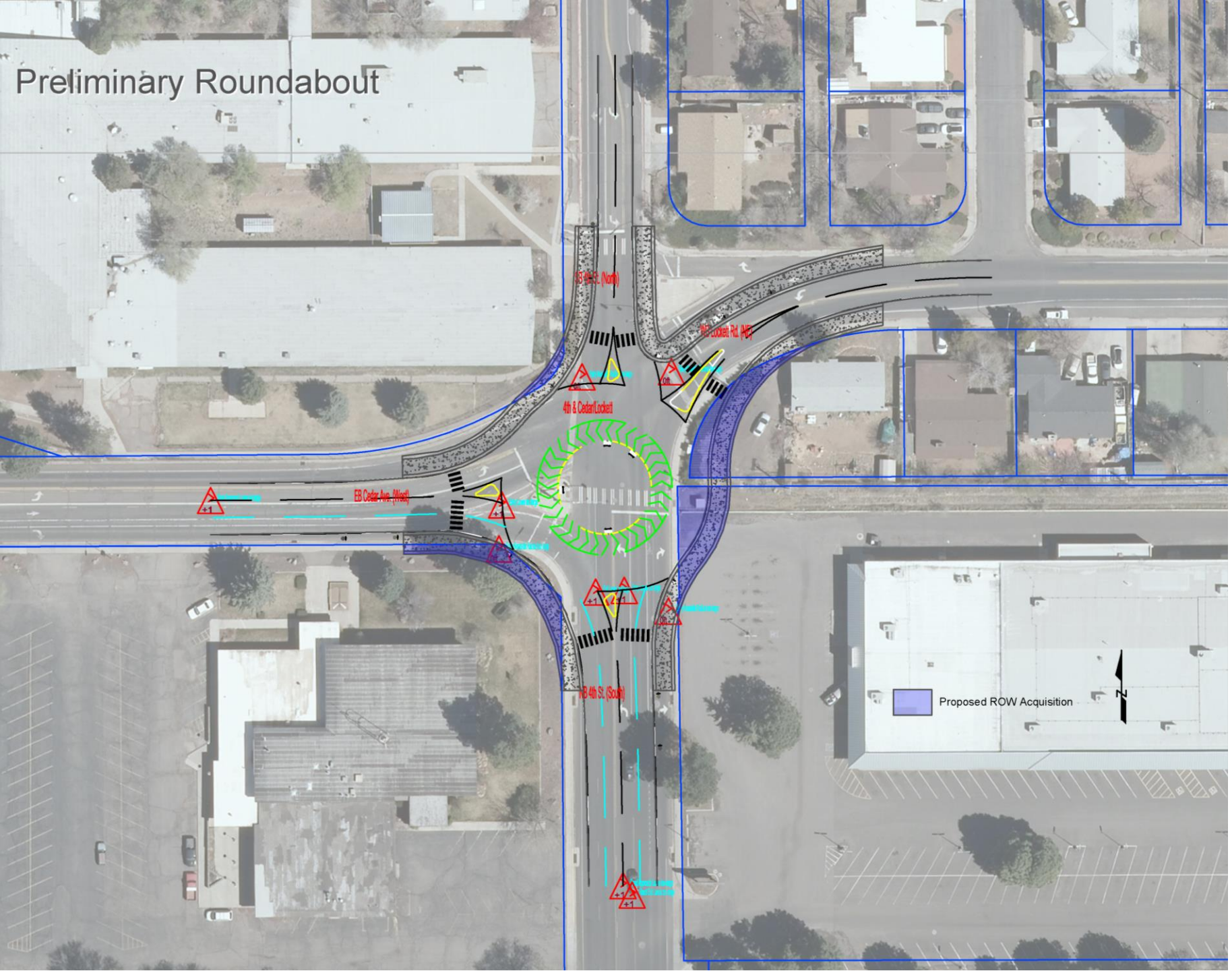
Source: Arizona HSIP Manual

Grant Process

- Application to ADOT
- Notice of Award
- MetroPlan Technical Advisory Committee (TAC) and Board - Transportation Improvement Program (TIP)
- Intergovernmental Agreement (IGA) with ADOT
- ADOT State Transportation Board
- ADOT hires designer, City acquires ROW, ADOT hires contractor and performs inspections

HSIP 4th / Cedar / Lockett Improvements





- Improve safety & efficiency
- Slow speeds
- Reduce angle crashes
- Add crosswalk at 4th leg
- Improve southbound left turns in to CCC & library

IGA & Resolution Summary

Resolution # 2020-27

- ADOT will administer design and construction
- FY 20 Design – FY 21 ROW – FY 22 Construction
- Total HSIP Federal Funding estimated $1,928,366
- Total City funding estimated $60,813

Financial Impact

Fiscal Year 2020 - Design

- City share $30,000
- HSIP Federal Funds $450,000

Fiscal Year 2021 - ROW

- HSIP Federal Funds $92,398
- City share $30,813

Fiscal Year 2022 - Construction

- HSIP Federal Funds $1,385,968

Notes:

- City is responsible for any project costs in excess of the current HSIP grant award of $1,928,366

HSIP – Fourth / Cedar / Lockett

Discussion?

7. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: John Saltonstall, Business Retention & Expansion Manager

Co-Submitter: David McIntire

Date: 05/08/2020

Meeting Date: 05/19/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-28: A resolution of the Flagstaff City Council adopting a Flagstaff Business Retention and Expansion Incentive program support small businesses and other targeted industries; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-28 by title only
2) City Clerk reads Resolution No. 2020-28 by title only (if approved above)
3) Adopt Resolution No. 2020-28

Executive Summary:

The Business Retention and Expansion Incentive delivers a unique competitive program to retain and expand existing businesses within the City of Flagstaff. The program invites businesses in targeted sectors to apply for upwards of $30,000 to help them stay and grow in Flagstaff. Applications will be accepted between July 1st and August 31st, 2020. Applications will be scored on their wages relative to their given sector, their environmental impacts including water and energy usage along with their impacts to the landfill, their direct community benefit, and their private investment match. The program may fund one sole successful applicant, or six successful applicants, or none. Successful applicants will be notified by October 1, 2020. If not all grant funding is used at that time, then the City may issue a new solicitation seeking grant applications for the fund balance. Any fund balance will be carried into the following fiscal year in order to build program capacity.

Financial Impact:

The Business Retention and Expansion Incentive is funded in the 2021-22 Budget in 052-07-213-0835-4-4290 as a one time funded line item. Depending upon future conditions, the program may be considered for continuous annual funding.

Policy Impact:

The Business Retention and Expansion Incentive works towards the Council Goal to grow and strengthen a more equitable and resilient economy.

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

Regional Plan Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.
Policy ED.1.2. Steadily improve access to easily understandable public information.
Policy ED.1.3. Use economic best practices to promote quality and fiscally sound projects.
Regional Plan Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.
Policy ED.3.1. Encourage regional economic development partners to continue proactive programs to foster the retention and expansion of existing enterprises and home based businesses in the community

Has There Been Previous Council Decision on This:

No. Council has approved incentive programs in the past.This Business Retention and Expansion Incentive program is a new incentive program.

Options and Alternatives:

Option 1: Approve the resolution and the related policy as it is written.
Option 2: Approve the resolution with amendments.
Option 3: Reject the resolution and the related policy as written and provide guidance.

Background/History:

The City of Flagstaff has formally endeavored to incentivize economic development with programs in 2002 and 2009. Currently, no incentive program exists despite increasing economic constraints. Area businesses and economic development partners have often communicated that the lack of program to assist in the retention and expansion of existing businesses is a noticeable gap that works against many economic development efforts. This program will fill that gap and eventually will be seen as a resource for our local businesses to help them to stay here and grow here.

Key Considerations:

The City of Flagstaff Economic Development Offices are charged with improving the economic environment. Past efforts found similar programs useful in executing that charge. This proposed Business Retention and Expansion Incentive program will also support efforts to assist the economy in rebounding from COVID-19 prohibitions.

Expanded Financial Considerations:

This program is currently funded as a one-time budget item at $30,000. As future economic conditions allow, Economic Development staff will seek to fund this program with an annual allocation of $30,000.

Community Benefits and Considerations:

All businesses that have located in our community, either by relocating from another community or if they grew from an idea to a business, employ our residents and contribute greatly to the local and global economies and everything in between. This program is an acknowledgement that running a business is challenging and risky, and that a viable and sustainable community needs a robust mix of businesses. Our investments in business incubation and acceleration serve the community well as an entrepreneurial resource. This Business Retention and Expansion Incentive program will help to retain and expand all local businesses.

Community Involvement:

Economic Development staff have communicated with internal and external partners to develop this Business Retention and Expansion Incentive Program. Feedback provided by Coconino County Economic Development, the Coconino County Small Business Development Center, the Greater Flagstaff Chamber of Commerce, Moonshot@NACET (Northern Arizona Center for Entrepreneurship), and a number of private businesses helped to craft this policy into what is considered to be very helpful to area businesses.

Attachments: BRE Incentive Presentation
Res. 2020-28
Updated Policy

Business Retention & Expansion Incentive

John Saltonstall, BR&E Manager
5/12/2020

TEAM FLAGSTAFF
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Business Retention & Expansion Incentive

Components of the Program

- Goals
- Budget
- Sectors
- Requirements
- Process
  - Plus???

Goals

Facilitate a Resilient and Sustainable Economy

- Expand Flagstaff businesses market share, productivity, and workforce
- Increase the number of high wage jobs in Flagstaff

Budget

$30,000 Funded 1X for FY 2020-21

- $30,000 Depending upon future conditions, this program could be funded annually.

Targeted Sectors

Existing Industries

- Entrepreneurial companies,
- small business,
- start-ups,
- biosciences,
- medical device,
- air-side companies for the Flagstaff Airpark,
- research and development,
- health care,
- clean energy,
- software development, and
- education

Basic Eligibility

- Demonstrate that they seek to retain existing or to create full-time positions that are high-wage relative to the Coconino County median wage and the targeted industry sector;
- Employ between 1 and 150 employees;
- Currently be located within the City of Flagstaff municipal boundary.

Process

Required Application Information

- Written narrative of the venture which includes:
- A description of the business and how it benefits the local community;
- The current business challenge(s);
- The proposed solution(s) to address the challenge(s) and direct correlation between a grant award and the proposed solution;
- Specific outcomes relative to job retention or growth.
- Budget and schedule of the venture;
- Current business plan which will be reviewed and returned to the applicant;
- Proposal of your resulting direct community benefit

Process (continued)

The Steps of the Program

- Businesses submit applications between July 1st and August 31st
- Staff reviews and ranks applications
- Applicants will be notified of status by October 1st

Process (continued)

Application Review

- Review Team of internal staff will review complete applications in September
- Review Team will meet with top scoring applicants to develop timeline, milestones, performance measures and expectations
- Staff reserves the right to withhold the award, to award to one sole applicant, or to award a range of up to six applicants

Process (continued)

Scoring

- **Wages (30pts):** A comparison of the wages of the jobs being retained or created relative to the Coconino County median wage and relative to the average sector wage.
- **Environmental Impact (30pts)**: A narrative of the impact of the applicant's businesse relative to water and energy usage, and to the community landfill;
- **Direct Community Benefit (30pts):** A description of any proposed direct benefits to the community (not just the applicant's business) such as infrastructure, workforce development opportunities for residents or students, volunteer work, or some other benefit that the business is able to offer to the community;
- **Match (10pts):** An accounting of the applicant's private investment relative to the requested grant.

Process (continued)

How Will Businesses Know of This Program?

- Marketing
- Staff will market the program as comprehensively as possible; City websites, advocacy groups, incubators/accelerators, newspapers, radio, social media, and REPEAT.

Ideas???

Repayment, other?

- Successful awardees may repay their award by sponsoring future awards
- Market successful use of the program
- Continue workforce development partnerships

BR&E Incentive

Discussion

And

Questions Please

BR&E Incentive

THANK YOU!!!

RESOLUTION NO. 2020-28

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING A FLAGSTAFF BUSINESS RETENTION AND EXPANSION INCENTIVE PROGRAM TO SUPPORT SMALL BUSINESSES AND OTHER TARGETED INDUSTRIES; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff has authority pursuant to Arizona Revised Statutes ("A.R.S.") § 9-500.11 to spend money on economic development activities;

WHEREAS, the City has historically operated and desires to continue providing funding for a Flagstaff Business Retention and Expansion Incentive Program to support small businesses and other targeted industries;

WHEREAS, the funding is derived from local transaction privilege tax revenues generated by the hospitality industry (also known as the "BBB tax") and dedicated for economic development activities;

ENACTMENTS:

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

SECTION 1. In General

The City Council hereby adopts the Flagstaff Business Retention and Expansion Incentive Program, a copy of which is attached hereto as Exhibit A.

The Economic Vitality Division Director or the Director's designee is delegated authority to undertake all such actions necessary to implement the program, provide information about the program to the public, and to provide a report on and any recommendations related to the program prior to April 1, 2021.

SECTION 2. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May, 2020.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Attachment: Exhibit A

City of Flagstaff
Business Retention and Expansion Incentive Program

City of Flagstaff's Economic Development Program Mission: *Enhancing prosperity, long-term viability, and resilience of our community.*

The City of Flagstaff recognizes that resilient communities have high percentages of small businesses including startup and other entrepreneurial ventures. As the City of Flagstaff works to facilitate an increase in small independent businesses, supporting existing businesses in need is of growing importance. Additionally, supporting existing and growing sectors is of equal importance.
The City has approximately $30,000 available on an annual basis to award in grants under this program. Grants may be awarded to businesses that meet the following criteria:

- Businesses relate to the following targeted industries:
    - Entrepreneurial companies, Small Businesses, and Start-ups
    - Flagstaff Pulliam Airport Airside
    - Biosciences
    - Medical Devices
    - Research and Development
    - Health Care
    - Clean Energy
    - Software Development
    - Education

- Businesses are actively working to preserve existing or create full-time positions that are high-wage relative to the targeted industry sector, low environmental impact such as low water or power usage or the like. These ventures should retain and expand an existing business and work to increase wages and benefits.

- Businesses are physically located within the City of Flagstaff municipal boundary.
- Business that employ between 1 and 150 employees.

Any business interested in applying for the limited available funds must submit the following information to the Business Retention and Expansion Office at the City of Flagstaff between July 1st and August 31st:

1. Written narrative of the venture which includes:
    a. A description of the business and how it benefits the local community;
    b. The current business challenge(s);
    c. The proposed solution(s) to address the challenge(s) and direct correlation between a grant award and the proposed solution;
    d. Specific outcomes relative to job retention or growth.

2. Budget and general schedule of the venture;

3. Current business plan which will be reviewed and returned to the applicant;

4. A comparison of the wages of the applicant's business jobs being retained or created relative to the Coconino County median wage and relative to the average sector.

5. A narrative of the impact of the applicant's businesses relative to water and energy usage, and to the community waste stream (this does not need to be elaborate);

6. A description of any proposed direct benefits to the community (not just applicant's business) such as infrastructure, workforce development opportunities for residents or students, volunteer work, or some other benefit that the business is able to offer to the community (this does not need to be elaborate).

7. An accounting of the applicant's private investment relative to the requested grant.

Please submit all proposals for incentive requests by email to: jsaltonstall@flagstaffaz.gov.

The subject title should be listed as: Business REIP Grant Application.

Economic Vitality staff and various city offices will review and rank applications. Each complete application will be ranked based upon an overall tally of available points for four separate criteria:

Wages (30pts): A comparison of the wages of the jobs being retained or created relative to the Coconino County median wage and relative to the average sector wage.
Environmental Impact (30pts): A narrative of the impact of the applicant's businesses relative impacts to water and energy usage, and to the community waste stream;
Direct Community Benefit (30pts):
A description of any proposed direct benefits to the community (not just the applicant's business) such as infrastructure, workforce development opportunities for residents or students, volunteer work, or some other benefit that the business is able to offer to the community;
Match (10pts): An accounting of the applicant's private investment relative to the requested grant.

The annual funding for this policy of $30,000. The range of awarded grant amounts is $5,000 to $30,000; therefore, it is possible that only one application may be awarded or six applications may be awarded. The review team will determine the number of awards based upon the final rank and consideration of each application. Any unused program funds will be carried forward into the next budget year. This could create a fund balance over time which could provide the opportunity to fund more ventures at the maximum award level.

A single Business may be awarded a grant up to three times, but will not be awarded a grant in any successive fiscal year. For example, if a grant is awarded in FY20-21, the business is not eligible for another grant until FY22-23.

Successful applicants will provide annual updates for three years after a grant award. Successful applicants will meet with City of Flagstaff Economic Development staff quarterly during the first year, then every six months for the next two years. One of the primary purposes of this program is to provide ongoing support to local businesses. Even if a grant is not awarded, an applicant may choose to meet with City of Flagstaff Economic Development staff quarterly or on a more frequent basis to discuss ways to help the business succeed. Successful applicants may be included in future marketing efforts for the program and for the economic development efforts of the City of Flagstaff in general.

7. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	05/05/2020
Meeting Date:	05/19/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-25: A Resolution amending the 2019/2020 Annual Action Plan to reallocate 2019/2020 Owner-Occupied Housing Rehabilitation Program funds and allocate Community Development Block Grant Program COVID-19 (CDBG-CV) funds and authorizing submission of the amended 2019/2020 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

Consideration and Adoption of Resolution No. 2020-26: A Resolution approving the City of Flagstaff 2020/2021 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Consideration and Action on Reallocation of General Funds to Coconino County Health and Human Services Eviction Prevention Program : Approval of the transfer of one-time general fund dollars in the amount of $59,000 currently reserved for the Mobile Home Assistance for Displaced Residents Program to the Coconino County Health and Human Services Eviction Prevention and Housing Stabilization Program.

STAFF RECOMMENDED ACTION:

For the amended 2019/2020 Annual Action Plan:

1. Read Resolution No.2020-25 by title only
2. City Clerk reads Resolution No. 2020-25 by title only (if approved above)
3. Adopt Resolution No. 2020-25

For the 2020/2021 Annual Action Plan:

1. Read Resolution No. 2020-26 by title only
2. City Clerk reads Resolution No. 2020-26 by title only (if approved above)
3. Adopt Resolution No. 2020-26

For the reallocation of general fund dollars to Coconino County Health and Human Services:

1. Approve and authorize the reallocation and expenditure of $59,000 of one-time general fund dollars from the Mobile Home Assistance Program to the Coconino County Health and Human Services Eviction Prevention and Housing Stabilization Program
2. Authorize the City Manager to execute the necessary documents

Executive Summary:

This staff summary covers three separate requested Council actions. The first is the approval of the City of Flagstaff's 2020/2021 Annual Action Plan that is a required submission to the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG). This document identifies how the 2020/2021 CDBG allocation will address Flagstaff's community needs identified in the 2016-2020 Consolidated Plan and how funding will be distributed within Flagstaff city limits.

Additionally, this staff summary is for the approval of the second substantial amendment to the 2019/2020 Annual Action Plan submitted to HUD in August of 2019. The second substantial amendment identifies how CDBG-CV will be allocated to the Flagstaff community. CDBG-CV funds, provided by the CARES (Coronavirus Aid, Relief, and Economic Security) Act will be allocated to the City of Flagstaff for the prevention of, preparation for, and response to the COVID-19 Infectious Disease and will address Flagstaff's urgent community needs related to COVID-19.

This staff summary is also for the consideration and action on Council direction regarding one-time general fund dollars available for Coconino County's Eviction Prevention program. At the April 24, 2020, Budget Retreat, City Council directed staff to move $59,000 in the City of Flagstaff General Funds currently reserved for the Mobile Home Assistance for Displaced Residents program to Coconino County Health and Human Services' (CCHHS) Eviction Prevention and Housing Stabilization program. These funds will be leveraged with the CDBG allocation and administered in their combined entirety as one program contract between CCHHS and the City of Flagstaff.

Financial Impact:

CDBG 2020/2021 Annual Action Plan

Approval of Resolution 2020-XX is critical to the City of Flagstaff receiving its annual CDBG entitlement allocation. The 2020/2021 CDBG allocation is $611,295. In addition, the City of Flagstaff is able to include program income and reallocated funds from past year grants to increase funding available for projects. Those additional funds equal $48,986.00. Therefore, a grand total of $660,281.00 is available for the 2020/2021 program year, through the Annual Action Plan process. The proposed allocation takes into consideration the City's financial impacts by including the estimated indirect rate of 10%.

CDBG 2019/2020 Amended Annual Action Plan

Approval of Resolution 2020-XX will amend the City of Flagstaff's 2019/2020 Annual Action Plan and expedite CDBG-CV funding into the Flagstaff community. The amendment will de-obligate up to $174,000 in funds previously allocated to the City of Flagstaff's Owner-Occupied Housing Rehabilitation Program and incorporate CDBG-CV funds provided by the CARES (Coronavirus Aid, Relief, and Economic Security) Act. The City of Flagstaff CDBG-CV allocation is $359,604. For this proposed allocation, the City has waived the indirect rate of 10% in order to maximize community benefit.

Approval of General Funds for CCHHS Eviction Prevention

Approval of the reallocation of one-time general fund dollars in the amount of $59,000 currently reserved for the Mobile Home Assistance for Displaced Residents Program, to the Coconino County Health and Human Services Eviction Prevention and Housing Stabilization Program. While this approval will temporarily defund Contract No. 2019-62, the contract between Flagstaff Shelter Services and the City of Flagstaff will remain in place and the program will be refunded in the future when funds are available.

Policy Impact:

The City of Flagstaff Council's CDBG Priorities:

- Provide affordable housing (rental and ownership)
- Address homelessness
- Improve neighborhood revitalization
- Promote workforce job training

- Support education/ early childhood development

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

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

- Policy NH.1.1. Preserve and enhance existing neighborhoods.

Goal NH.4. All housing is safe and sanitary.

- Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons.
- Policy NH.4.3.Address accessibility issues and other housing barriers to persons with disabilities or special needs.
- Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
- Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
- Policy NH.4.7. Enforce compliance with fair housing laws.

Goal NH.5. Eliminate homelessness.

- Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
- Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
- Policy NH.5.3. Support and expand programs that prevent homelessness.
- Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness.

Has There Been Previous Council Decision on This:

Staff received Council direction on local priorities during the January 29th, 2019 Council meeting. Those priorities are identified in Policy Impact above and Background/ History below.

Staff received Council direction on funding recommendations for the use of 2020/2021 CDBG and CDBG-CV funding during the May 12, 2020, Council work session.

At the April 24, 2020, Budget Retreat City Council directed staff to move $59,000 in the City of Flagstaff General Funds currently reserved for the Mobile Home Assistance for Displaced Residents program to the Coconino County Health and Human Services' Eviction Prevention and Housing Stabilization program.

Options and Alternatives:

1. Approve Resolutions, authorize the submission of the Annual Action Plans to HUD, and authorize the reallocation of general fund dollars.
2. Modify Resolutions and authorize the submission to HUD and/or modify and authorize the reallocation.
3. Not approve Resolutions and/or reallocation.

Background/History:

CDBG 2020/2021 Annual Action Plan

In order to receive CDBG funding, the City must complete and submit to HUD the required 2020-2021 Annual Action Plan. This plan describes how CDBG funds will be used in the coming year.
Every two years, staff requests funding guidance from Council on CDBG Priorities and the overall CDBG process for the coming two years. In January of 2019 Council received an overview of the CDBG program and established five priorities:

1. Provide affordable housing (rental and ownership)
2. Serve those experiencing homelessness
3. Improve neighborhood revitalization
4. Promote workforce job training
5. Support education/ early childhood development

In the 2020 CDBG process, five external agency proposals were received. There was one internal City of Flagstaff request. The total requested in CDBG funding from all proposals was $791,640. $660,281.00 is available for the 2020/2021 program year, through the Annual Action Plan process.

Housing staff are responsible for determining whether a proposed activity is eligible and conducting a risk assessment of the project and applying agency. Federal funds require administrative knowledge, capacity to ensure compliance and timely expenditure of funds. A ranking committee comprised of three community representatives and three City staff met to review the external proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for staff recommendations forwarded to City Council.

Below is a list of the proposals in order of ranking. The proposals are categorized by Housing and Public Service categories as HUD has two separate funding limits and different criteria. *For the 2020/2021 program year HUD has waived the required 15% public service cap for projects that respond to, prepare for and prevent the COVID-19 infectious disease*.

Internal City of Flagstaff proposals are presented to meet City Council priorities or other unmet needs in the community and are not ranked (NR) competitively with the other proposals, since the City would administer these projects directly.

Housing Activities	**Proposal/Project**	**Request**	**Ranking**
Housing Solutions of Northern Arizona	Sharon Manor Renovation	$244,400	119
Housing Solutions of Northern Arizona	Permanent Supportive Housing Acquisition	$115,000	113
City of Flagstaff	La Plaza Vieja Infrastructure	$200,000	Internal

Public Service Activity	**Proposal/Project**	**Request**	**Ranking**
Flagstaff Shelter Services	Housing as Healthcare Program	$100,000	152
Threaded Together	Sewing and Textile Employment Pathway (STEP) Program	$32,240	109
Tynkertopia	Full STEAM Ahead Job Training Program	$100,000	53

CDBG 2019/2020 Amended Annual Action Plan and CDBG-CV funding

In order to receive and incorporate CDBG-CV funding, the City must submit to HUD the required substantial amendment to the 2019-2020 Annual Action Plan. This amendment describes how CDBG-CV funds will be used.

To determine the most efficient and effective use of the CDBG-CV funds, housing staff contacted six local, non-profit agencies who provide essential community services and have successfully administered City of Flagstaff CDBG funded projects within the last 6 years. Agencies were asked to submit an "Agency Needs Assessment" detailing urgent needs for responding to, preparing for and preventing the COVID-19 Infectious Disease. Three agencies returned needs assessments requesting $535,000 for COVID-19 related projects. The CDBG-CV funds provided by the CARES Act and allocated to the City of Flagstaff equal $359,604. The three agencies that did not submit a request for funding all sent responses supporting the requested CDBG-CV projects.

Additionally, HUD has urged entitlement communities to consider the use of allocated CDBG funds for the prevention and response to community spread of COVID-19. Therefore, staff is recommending a de-obligation and reallocation of up to $164,000 from the Owner Occupied Housing Rehabilitation Program (OOHR) for allocation to COVID-19 response programs. Due to health and safety concerns caused by the pandemic the OOHR program is going to be paused for the time being. This brings the total available for funding up to $533,604.
Below is a list of the agency needs received by housing staff.

All agency needs are in the public service category. *For the 2019/2020 program year and CDBG-CV allocations HUD has waived the required 15% public service cap for projects that respond to, prepare for and prevent the COVID-19 infectious disease*.

Public Service Activity	**Proposal/Project**	**Request**
Flagstaff Shelter Services	COVID-19 Infectious Disease Response	$280,000
Catholic Charities	Homeless Services	$80,000
Coconino County Health and Human Services	Eviction Prevention and Housing Stabilization	$175,000

Approval of General Funds for CCHHS Eviction Prevention

The FY 2018-2019 budget included $100,000 in one-time general fund dollars for the purpose of assisting households being displaced from the closure of mobile home parks. The City entered into a Professional Services Contract with Flagstaff Shelters Services for the Mobile Home Assistance for Displaced Residents Program to provide these services for up to $100,000. A total of 35 Arrowhead households received relocation assistance support during the Arrowhead Village Park closure. Of those 35 households, 14 households received assistance with city funding totaling $15,438. The remaining balance is $84,562.

These funds are made available to mobile-home owners during a qualifying event such as a "change in land use" filed in accordance with the Arizona Mobile Home Parks Landlord and Tenant Act. In the past 12 months, these funds have not been utilized.

At the April 24, 2020 Budget Retreat directed that $59,000 be reallocated from this purpose to the Coconino County Eviction Prevention program and $25,000 be reallocated to the Boys and Girls Club of Flagstaff in order to respond to urgent community need due to COVID-19.

Key Considerations:

In order to receive CDBG funding, the City must complete an Annual Action Plan that describes how CDBG funds will be used in the coming year and how the activities will accomplish the goals outlined in the 2016-2020 Consolidated Plan. The creation of the Consolidated Plan is an extensive process involving public and stakeholder input (gathered through surveys, public meetings and a 45 day public comment period), community needs assessments and a housing market analysis. The data outlined in the Consolidated Plan helps determine the relative priority of activities and the populations that will be served in the coming years.

Expanded Financial Considerations:

CDBG 2020/2021 Annual Action Plan

For the 2020/2021 Annual Action Plan, the ranking committee, along with staff are recommending that the City of Flagstaff fully fund the external Housing Solutions of Northern Arizona Sharon Manor Rehabilitation project and two of the external public services proposals, Flagstaff Shelter Services and Threaded Together. Remaining funds would be used to partially fund the City of Flagstaff internal infrastructure project in the La Plaza Vieja target neighborhood as outlined in the chart below:

2020/2021 Allocation

Total 2020 Entitlement Award	$611,295.00
Program Income (PI) and de-obligated funds	$48,986.00
Total Available	**$660,281.00**
Administration (20%)	
Grant Compliance and Administration	$64,974.00
Estimated City Indirect Rate of 10%	$60,026.00
Total Administration	**$125,000.00**

2020/2021 CDBG Funding Recommendations

Housing/Economic Development Activities	**Recommended Funding**	**Individuals/Households Served**
Housing Solutions of Northern Arizona Sharon Manor Renovation	$244,400.00	8 households
City of Flagstaff La Plaza Vieja Infrastructure	$157,433.00	2,230 individuals
Total Housing/Economic Development Activities	**$401,833.00**	
Public Service Activities (~~15% Cap~~)	**Recommended Funding**	
Flagstaff Shelter Services Housing as Healthcare and COVID-19 Response Program	$100,000.00	500 individuals
Threaded Together Sewing and Textile Employment Pathway and COVID-19 Response Program	$32,240.00	3 individuals
Total Public Service Activities	**$132,240.00**	
Administration	**$125,000.00**	

Total City of Flagstaff Fund Request	**$660,281.00**	**2,733 individuals 8 households**

CDBG 2019/2020 Amended Annual Action Plan

For the 2019/2020 Amended Annual Action Plan, staff is recommending that the City of Flagstaff reallocate funds from the OOHR project and combine these funds with the CDBG-CV funds and allocate funds for Eviction Prevention and Housing Stabilization administered by Coconino County Health and Human Services, and Flagstaff Shelter Services and Catholic Charities homeless services as outlined in the chart below:

CDBG-CV and 2019 Allocation

Total CDBG CV Entitlement Award	$359,604.00
De-obligated OOHR Funds	$164,000.00
Total Available	**$523,604.00**
Administration (10% of CDBG-CV Allocation only)	
Grant Compliance and Administration	$35,960.40
Estimated City Indirect Rate of 10%	$0
Total Administration	**$35,960.40**

CDBG-CV and 2019 Funding Recommendations

Public Service Activities (~~15% Cap~~)	**Recommended Funding**	
Flagstaff Shelter Services Housing as Healthcare and COVID-19 Response Program	$250,000.00	600 individuals
Catholic Charities Homeless Services	$73,643.60	560 individuals
Coconino County Health and Human Services Eviction Prevention and Housing Stabilization	$164,000.00	91 households
Total Public Service Activities	**$487,643.60**	
Administration	**$35,960.40**	
Total City of Flagstaff Fund Request	**$533,604.00**	**1,160 individuals 91 households**

****In addition to CDBG-CV funds, Coconino County Health and Human Services' Eviction Prevention and Housing Stabilization program will also receive $59,000 in City of Flagstaff General Funds per Council direction at the April 24, 2020 Budget Retreat. These funds will be leveraged with the CDBG allocation and administered in their combined entirety as 1 program contract between CCHHS and the City of Flagstaff. Those funds are not indicated in these recommendations.**

Community Benefits and Considerations:

Within the 2016-2020 Consolidated Plan and excluding administration, Flagstaff has leveraged $1,177,287.11 in CDBG expenditures with $4,805,665.71 in other, private or public funds.

Flagstaff is proud of prior year CDBG accomplishments and continues to utilize viable resources to improve the quality of life in this community. In all, approximately 6,050 individuals and an additional 31 households were beneficiaries of CDBG services during the 2018 Program Year. If funded, the above recommendations would serve an additional 2,733 individuals and 8 households in the 2020/2021 program year and an additional 1,160 individuals and 91 households in the 2019/2020 program year.

Community Involvement:

Public process requirements for the Annual Action Plan offer extensive community involvement and collaboration ranging from public meetings and public comment periods to a ranking focused committee.

First Public Meeting January 30th, 2020

- Display advertisement (January 5th & 12th, 2020 – AZ Daily Sun)
- Meeting to discuss the CDBG proposal process and the Annual Action Plan

Second Public Meeting February 28th, 2020

- Display advertisement (February 9th & 16th, 2020 – AZ Daily Sun)
- Meeting to review the submitted proposals and allowed public comment in preparation for making funding recommendations to City Council

Third Public Meeting - Council Meeting May 12 and May 19

- Display advertisement for Council meeting discussion CDBG 2020/2021 AAP, Amended 2019/2020 AAP and CDBG-CV funds (May 6th, 2020 – AZ Daily Sun)

CDBG 2020/2021 Annual Action Plan

With efforts to attract a diverse group of social service agencies, emails were distributed to all members of Coconino County's Continuum of Care (300 members). Additionally, agencies that had previously requested information and/or had been involved in the CDBG proposal process in prior years received personal invitations. The proposal format was provided at the first public meeting and placed on the City website with a submission deadline of February 20th, 2020. Five external agency proposals were received along with two City of Flagstaff requests.

CDBG 2019/2020 Amended Annual Action Plan

Utilizing a recently published waiver of regulations, there was a five-day (instead of a 30 day) Public Comment Period from May 6th – 11th, 2020. An advertisement for Public Notice was published in the Arizona Daily Sun on May 6th, and the proposed DRAFT Resolutions, the 2019/2020 Amended Annual Action Plan and DRAFT 2020/2021 Annual Action Plan were made available on the City of Flagstaff website starting May 6th, 2020.

With efforts to eliminate risk in federal spending, all while expediating CDBG-CV dollars to the greatest need, housing staff contacted six local, non-profit agencies who provide essential community services and have successfully administered City of Flagstaff CDBG funded projects within the last 6 years. Three agencies submitted Agency Needs Assessments detailing urgent needs for responding to, preparing for and preventing the COVID-19 Infectious Disease. The three agencies that did not submit a request for funding sent responses supporting the requested CDBG-CV projects.

Expanded Options and Alternatives:

1. Approve Resolutions and authorize reallocation.
2. Modify one or both Resolutions and/or modify reallocation.
3. Not approve Resolutions and/or allocation.

Attachments: Res. 2020-25
Res. 2020-26
May 12 Council Presentation
Consolidated Plan Goals
DRAFT 2020/2021 AAP
DRAFT AMENDED 2019/2020 AAP

RESOLUTION NO. 2020-25

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

RECITALS:

WHEREAS, the Flagstaff City Council is committed to the welfare of its low and moderate income residents; and

WHEREAS, the Flagstaff City Council is committed to meeting the national objectives of the United States Department of Housing and Urban Development ("HUD") to: (1) benefit low and moderate income persons, (2) address slum and blight conditions, and (3) meet an urgent community need; and

WHEREAS, the City of Flagstaff has been designated as a Community Development Block Grant ("CDBG") Entitlement Community by HUD; and

WHEREAS, preparation of the Annual Action Plan is a federal requirement in order for local entitlement jurisdictions to continue to receive CDBG and other HUD grant funding including CDBG-CV funds provided by the Coronavirus Aid, Relief, and Economic Security ("CARES") Act; and

WHEREAS, the Flagstaff City Council previously authorized the submission of the 2019/2020 Annual Action Plan; and

WHEREAS, the City of Flagstaff has prepared a substantial amendment for 2019/2020 Annual Action Plan in order to meet federal requirements and incorporate CDBG-CV entitlement funds provided by the CARES Act for the preparation for, response to and prevention of the COVID-19 infectious disease; and

WHEREAS, City Council previously allocated funding for the Owner Occupied Housing Rehabilitation ("OOHR") Program as part of the 2019/2020 Annual Action Plan, however, given the current COVID-19 pandemic, City Council has identified more immediate and critical need for services aiding City of Flagstaff residents impacted by COVID-19, and this reallocation of the OOHR funds is reflected in the proposed substantial amendment to the 2019/2020 Annual Action Plan; and

WHEREAS, the Flagstaff City Council has reviewed and approved the substantial amendment to 2019/2020 Annual Action Plan.

ENACTMENTS:

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

SECTION 1. That the submission of the 2019/2020 Annual Action Plan substantial amendment be hereby authorized to reflect the following use of the CDBG-CV funds and 2019/2020 allocation

de-obligated Owner Occupied Housing Rehabilitation funds:

CDBG-CV AND 2019/2020 FUNDS FOR ALLOCATION

Total CDBG-CV Entitlement Award	$359,604.00
De-obligated CDBG 2019/2020 OOHR Funds	$164,000.00
Total Available	**$533,604.00**

CDBG-CV and 2019/2020 ENTITLEMENT FUNDS ALLOCATION

Total Available		**$533,604.00**
Grant Compliance and Administration	$35,960.40	
Estimated City Indirect Rate of 10%	$0	
Total Administration		**$35,960.40**
Public Service Activities		
Flagstaff Shelter Services Housing as Healthcare and COVID-19 Response Program		$250,000.00
Catholic Charities Homeless Services		$73,643.60
Coconino County Health and Human Services Eviction Prevention/Housing Stabilization		$164,000.00
Total City of Flagstaff Funds Request		**$533,604.00**

SECTION 2. That should the City of Flagstaff's Owner Occupied Housing Rehabilitation Program de-obligated amount increase or decrease, Coconino County Health and Human Services Eviction Prevention/Housing Stabilization project reallocation would increase or decrease by the same amount.

SECTION 3. That the Housing Section be authorized to submit this resolution and Annual Action Plan to HUD.

SECTION 4. That the City Manager be authorized to execute agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution and that the Mayor and/or the City Manager be authorized to execute all associated certifications and grant acceptances.

SECTION 5. That this resolution shall take immediately upon passage and adoption by Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May, 2020.

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – DRAFT Amended 2019/2020 Annual Action Plan

RESOLUTION NO. 2020-26

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF 2020/2021 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECITALS:

WHEREAS, the Flagstaff City Council is committed to the welfare of its low and moderate income residents; and

WHEREAS, the Flagstaff City Council is committed to meeting the national objectives of the United States Department of Housing and Urban Development ("HUD") to: (1) benefit low and moderate income persons, (2) address slum and blight conditions, and (3) meet an urgent community need; and

WHEREAS, the City of Flagstaff has been designated as a Community Development Block Grant ("CDBG") Entitlement Community by HUD; and

WHEREAS, preparation of the Annual Action Plan is a federal requirement in order for local entitlement jurisdictions to continue to receive CDBG and other HUD grant funding; and

WHEREAS, the City of Flagstaff has prepared a 2020/2021 Annual Action Plan in order to meet the federal requirement; and

WHEREAS, the Flagstaff City Council has reviewed and approved the 2020/2021 Annual Action Plan.

ENACTMENTS:

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

SECTION 1. That the submission of 2020/2021 Annual Action Plan be hereby authorized to reflect the following use of the 2020/2021 CDBG funds, and the reallocation of CDBG funds from previous program years:

2020/2021 Estimated Funds for Allocation

Total 2020/2021 Entitlement Award	$611,295.00
Program Income (PI)	$48,986.00
Total Available	**$660,281.00**

2020/2021 CDBG ENTITLEMENT FUNDS ALLOCATION

Total Available		**$660,281.00**
Grant Compliance and Administration	$64,974.00	
Estimated City Indirect Rate of 10%	$60,026.00	
Total Administration		**$125,000.00**
Housing/Econ. Development Activities		
Housing Solutions of Northern Arizona Sharon Manor Renovation		$244,400.00
City of Flagstaff La Plaza Vieja Infrastructure		$157,433.00
Public Service Activities		
Flagstaff Shelter Services Housing as Healthcare Program		$100,000.00
Threaded Together Sewing and Textile Employment Pathway STEP Program		$32,240.00
Total City of Flagstaff Funds Request		**$660,281.00**

SECTION 2. That the Housing Section be authorized to submit this resolution and Annual Action Plan to HUD.

SECTION 3. That the City Manager be authorized to execute agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution and that the Mayor and/or the City Manager be authorized to execute all associated certifications and grant acceptances.

SECTION 4. That this resolution shall take effect 30 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Community Development Block Grant (CDBG)

2020 Annual Action Plan (AAP) & 2019 AAP COVID-19 Amendment #2

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Housing Section

Tonight

1. Brief CDBG Recap

2. CDBG 2020 Annual Action Plan Process

3. Proposals Received and CDBG 2020 Funding Recommendations

4. CDBG 2019 Annual Action Plan Amendment #2 and CDBG-CV (COVID-19) Funding Recommendations



CDBG Overview

National and Primary Objective

- The development of viable urban communities through the provision of the following, principally for low and moderate income persons:
  - Decent housing
  - A suitable living environment
  - Economic opportunity

How can the City spend the money?



As the City Council determines based on:

- Needs identified in the Consolidated Plan
- The National Objective
- One or more of the Primary Objectives

Council Direction & Staff Responsibilities

Council CDBG Priorities *(established Jan. 2019)*

- Provide Housing (rental & ownership)
- Serve those experiencing Homelessness
- Neighborhood Revitalization
- Workforce Job Training
- Education/ Early Childhood Development

City Staff Responsibilities

- Conduct proposal process
- Determine activity eligibility
- Assess activity viability
- Conduct agency risk assessment
- Provide recommendations to the City Council

Public Participation Process

- **Public Meetings**
  - January 30
  - February 28
- **Open Proposal Process**
  - January 30 – February 20
- **Draft Annual Action Plan for Public Comment**
  - May 6 – May 12
- **Proposal Ranking Committee with Citizens & Staff**
  - March 12



Conducting Risk Assessment

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Ranking Committee Considers



- Objectives & Council's Priorities
- Number Served & Area Benefit
- Community Need & Collaboration
- Budget, Leverage & Cost Effectiveness
- Organizational Experience / Federal grant experience
- Financial Capacity & Rate of Expenditure
- Budget Analysis & Sufficient Leverage
- Grant Request is Realistic

The City of Flagstaff is the Responsible Entity to the HUD

How much money are we talking about?

2020/2021 Entitlement	**$611,295**
Current Year Program Income	*$33,985*
Reallocated Funds	*$15,001*
Total Available for Allocation	**$660,281**



How much money are we talking about for each category?

Admin/Grant Compliance and Indirect (20% cap)	**$125,000**
• *Estimated* City Indirect at 10% of allocation • Admin/Grant Compliance	$60,026 $64,974
Housing and Public Service Activities	**$535,281**
HUD has waived the 15% Cap on Public Services for projects that respond to, prepare for, and prevent COVID-19	



2020 Public Service Proposals

Total Requests: $232,240

Agency	Proposal/Project	Request	Serving	Ranking
Flagstaff Shelter Services	Housing as Healthcare Program	$100,000	500	152
Threaded Together	Sewing and Textile Employment Pathway (STEP) Program	$32,240	3	109
Tynkertopia	Full STEAM Ahead Job Training Program	$100,000	3	53

2020 Housing Activity Proposals

Total Requests: $559,400

Agency	Proposal/Project	Request	Serving	Ranking
Housing Solutions of Northern Arizona	Sharon Manor House Rehabilitation	$244,400	8 households	119
Housing Solutions of Northern Arizona	Permanent Supportive Housing Acquisition	$115,000	1 household	113
City of Flagstaff	La Plaza Vieja Infrastructure	$200,000	2,230 individuals	Internal

2020 Funding Recommendation Public Service Proposals

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$132,240

Agency	Proposal/Project	Request	Recommendation	Serving	Ranking
Flagstaff Shelter Services	Housing as Healthcare Program	$100,000	**$100,000**	500	152
Threaded Together	Sewing and Textile Employment Pathway (STEP) Program	$32,240	**$32,240**	3	109
		Total:	**$132,240**		**503**

Projects are responding to COVID-19

2020 Funding Recommendation Housing Activities

$401,833

Agency	Proposal/Project	Request	Recommendation	Served	Ranking
Housing Solutions of Northern Arizona	Sharon Manor House Rehabilitation	$244,400	**$244,400**	8 Households	119
City of Flagstaff	La Plaza Vieja	$200,000	**$157,433**	2,230 individuals	Not Ranked
	Total		**$401,833**		

COVID-19 Response
CDBG-CV funds

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Six Community Service Agencies asked to submit "Agency Needs Assessments"

- Flagstaff Shelter Services
- Catholic Charities
- Coconino Health and Human Services
- Housing Solutions of Northern Arizona
- Northland Family Help Center
- The Guidance Center



Draft Amendment to 2019 Annual Action Plan Available for Public Comment

- May 6 – May 12

How much money are we talking about?

CDBG-CV Allocation	**$359,640**
De-obligated OOHR Funds	*$164,000*
10% Administration	*-$35,960.40*
10% City Indirect Rate	*-$0*
Total Available for Allocation	**$487,643.60**

Agency Needs

Total Requests: $535,000

Agency	Proposal/Project	Request	Serving
Flagstaff Shelter Services	COVID-19 Infectious Disease Response	$280,000	600
Catholic Charities	Homeless Services	$80,000	560
Coconino County Health & Human Services	Eviction Prevention & Housing Stabilization	$175,000	91

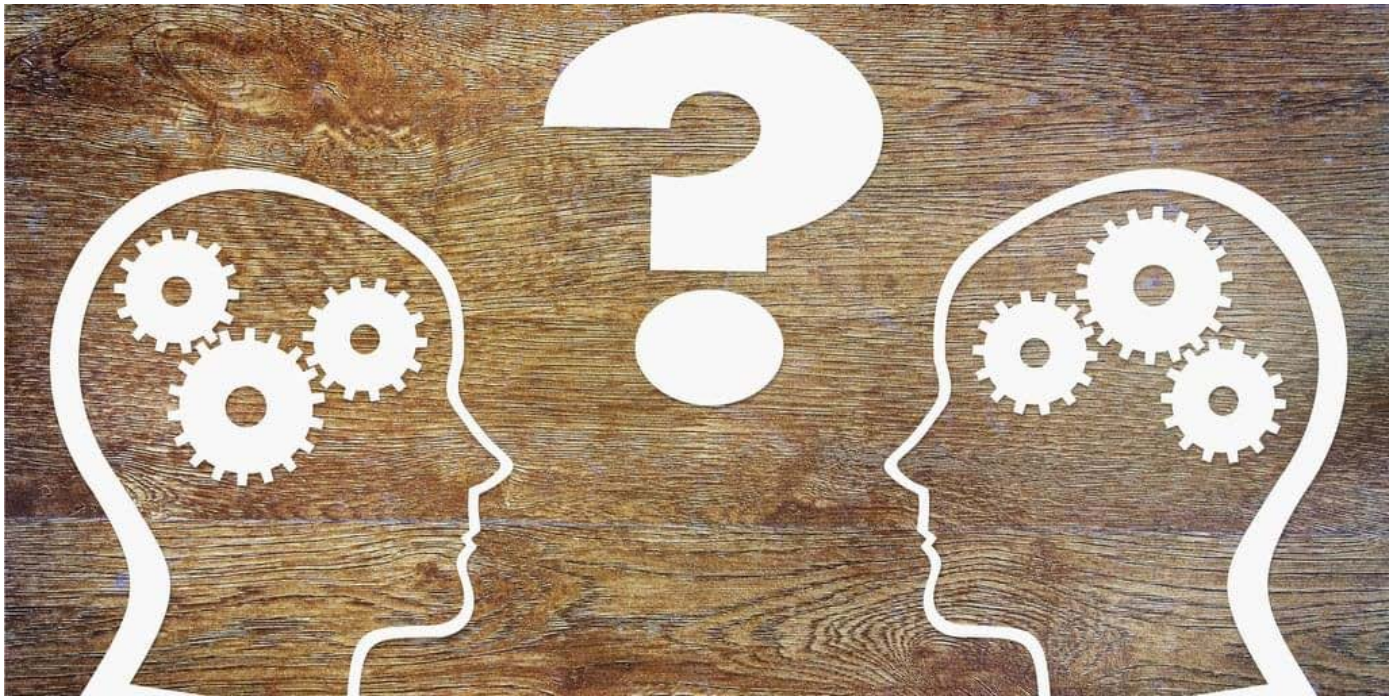
CDBG-CV Recommendations
Total Available: $523,640

Agency	Proposal/Project	Request	Recommendations	Serving
Flagstaff Shelter Services	COVID-19 Infectious Disease Response	$280,000	$250,000	600
Catholic Charities	Homeless Services	$80,000	$73,643.60	560
Coconino County Health & Human Services	Eviction Prevention & Housing Stabilization	$175,000	$164,000	91

Next Steps

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Questions??
And
Council Direction



CITY OF FLAGSTAFF ARIZONA

FY2016-2020 HUD Consolidated Plan Executive Summary

Introduction. The Five-Year Consolidated Plan provides the framework for the use of Community Development Block Grant (CDBG) funding received by the City of Flagstaff from the US Department of Housing and Urban Development (HUD) for the five-year period beginning July 1, 2016 and ending June 30, 2021. The FY 2016-17 CDBG allocation is $599,050. CDBG funds must be used to benefit low and moderate income households and neighborhoods. Eligible CDBG activities fall into three broad categories:

1. Decent Affordable Housing.
2. Human Services and Economic Opportunities, including services for people experiencing homelessness.
3. Neighborhood Revitalization, Public Services and Facilities, including facilities serving people experiencing homelessness.

Community Consultation Process. The Housing Section met with the Coconino County Continuum of Care, which leads efforts to address homelessness for the Rural Continuum of Care managed by the Arizona Department of Housing. Two public consultation meetings took place to seek input into 1) community needs and 2) proposed goals, activities and objectives.

An online survey was conducted to secure input into community needs and priorities; 63 responses were received. Survey respondents identified the following priority needs:

- Public Services
  - Mental Health
  - Housing
  - Child Care
- Housing
  - Construction of Rental Housing
  - Eviction Prevention
  - Rental Assistance
- Facilities/Services for People with Special Needs
  - DV Victims
  - People with Substance Abuse Disorders
- Community Facilities
  - Child Care Centers
  - Health Facilities
  - Senior Centers
  - Disability Accessibility Improvements
- Economic / Community Development
  - Job Creation
  - Employment Training
  - Employment Search Services
- Services/Facilities for People Experiencing Homelessness
  - Emergency Shelter and Transitional Housing for Families
  - Unaccompanied youth (undercounted)

Consolidated Plan Analyses. A housing market analysis and assessments of homelessness, non-housing community development, and special needs populations are conducted for the Consolidated Plan. The housing market analysis and needs assessments identify trends and conditions in a socio-economic and community context. These trends and conditions are then reviewed in the context of stakeholder and citizen input and the priorities of the City's General and Capital Improvements Plans to establish priorities, goals and objectives for the next five years. The following information summarizes the results of the analysis and assessments.

Housing Market Analysis

Housing Variety.

- There is a general oversupply of units with 3 or more bedrooms and insufficient units with 1 or 2 bedrooms. People have choice of where to live – including units that are too large for their household – and many small owner households choose to occupy housing units with 3 or more bedrooms.
- With students rooming together off-campus, large families may be challenged to find rental units with adequate bedrooms to comfortably accommodate all members of the family.
- VASH Voucher holders seeking 1-bedroom units that meet Housing Quality Standards have been challenged to find quality affordable units.

Housing Quality.

- There are 8,106 units that were built before 1980; this represents 36% of housing the housing stock. Renters and owners are equally likely to occupy pre-1980 housing units, with renters slightly more likely to occupy units built before 1950.
- HUD data indicates that 2,290 pre-1980 housing units are occupied by households with children – 60% by renters and 40% by owners. These housing units may contain lead based paint, which can lead to serious pediatric health problems.
- US Census data indicates there are 37 units in Flagstaff that lack complete plumbing facilities and 192 that lack complete kitchen facilities; these units may be illegal accessory dwelling units.
- The City's experience with owner-occupied housing rehabilitation indicates that most units are in need of roofing, electrical and plumbing upgrades, hot water heaters and heating units. Public input from the City's survey indicates that deferred maintenance is occurring in the City's older neighborhoods where rental housing predominates.

Housing Affordability.

- Housing cost burden is the most significant housing problem in Flagstaff.
- 2011 CHAS data when compared with 2011 household income and tenure data suggests:
    - Insufficient rental units affordable to households with income less than 30% AMI, and
    - Insufficient owner units affordable to households with income 50% to 80% AMI.
- College students living off-campus often appear to be very low income and their presence tends to inflate the number of households with income less than 30% AMI who are cost burdened. However, it is important to ensure adequate rental housing for non-student households with income less than 30% AMI.
- While the long-term (2000 to 2011) median home value increased 98% increase and the median rent increase was 44%, shorter-term (2011 to 2013) data indicate a 9.6% decrease in home values and a 6% increase in rents. The long-term expectation is that both home values and rents will increase as the housing market continues to recover. Rents are expected to increase more significantly as demand for home purchases is expected to remain relatively low. Rent increases may be somewhat lower than expected as site plans have been approved for 696 additional rental units that will primarily serve college students; the actual impact of new housing intended for student occupancy will depend on NAU student enrollment, which has been increasing steadily over the past five years.

Public Services and Economic Opportunities Analyses Summary

- Records of past funding indicate a need for agency operating support, homeless outreach services, financial education and counseling, housing stabilization assistance, and health services.
- Respondents to the City's Consolidated Plan survey identified mental health, affordable housing, and child care services as priority public services needs in Flagstaff.

- There is a mismatch between the high education levels of Flagstaff workers and the entry-level employment opportunities that are available. By targeting CDBG investment in public services that improve basic skills, job readiness and employment search skills, the City can supplement existing efforts.

Neighborhood Revitalization and Public Facilities and Infrastructure Analyses Summary

- There are 7 Census Tracts where low-income populations are concentrated – Census Tracts 2, 3, 5, 8, 10, 12 and 15. An area of low-income concentration is defined as an area where at least 51% of the population has income below 80% of the area median income.
- There are 5 Census Tracts where minority populations are concentrated – Census Tracts 3, 4, 5, 8, and 11.02. An area of minority concentration is defined as an area where the proportion of minorities (non-White) is at least 10% higher than the proportion of that minority group citywide.
- The City has designated four target areas. These target areas encompass many of the areas of low-income and minority concentration and include:
    - Sunnyside - Census Tract 3, Block Group 2, 3, & 4.
    - Southside - Census Tract 8, Block Group 1.
    - Pine Knoll - Census Tract 8, Block Group 2.
    - La Plaza Vieja - Census Tract 11.02, Block Group 1 & 3
- Needed public facilities located in LMI neighborhoods and/or serving LMI residents and people with special needs include emergency shelters and transitional housing, and facilities providing services to youth, seniors and people with special needs. The City library foresees a need for expansion to serve individuals experiencing homelessness and youth as school libraries are under-funded. Sustainability and energy efficiency improvements to shelters are also a critical need and several providers have approached the City for assistance.
- Respondents to the City's Consolidated Plan survey identified child care centers, health care facilities, senior centers and disability accessibility improvements as priority public facilities needs in Flagstaff.

Homelessness

- The 2015 sheltered count reported by the AZ Department of Housing identified 771 sheltered individuals in Coconino County, including emergency shelter, transitional housing, and permanent supportive housing. Counts of sheltered families served by victim services agencies are not included in the sheltered count.
- The 2015 point in time count revealed 151 people in 91 households experiencing homelessness in Coconino County. This count was conducted in January when unsheltered homelessness in Coconino County is relatively low due to inclement weather. The July 2014 unsheltered count reported by Coconino County to the AZ Department of Housing identified 388 unsheltered individuals in Coconino County.
- Nearly 1/3 of unsheltered homeless people indicated the primary reason for homelessness was no employment. Other high ranking primary contributors to homelessness were household/ family dispute, insufficient employment, and the high cost of housing.

Consolidated Plan Goals and Activities

Public and stakeholder input, records of past funding, the needs assessments and housing market analysis are used to determine the relative priority of activities and the populations that will be served. HUD allows two priority designations – high and low. Assignment of priority does not reflect a lack of need for any particular population or activity; it merely identifies those conditions that are most likely to be addressed with limited CDBG funding.

- High priority activities are likely to be funded with CDBG resources during the next five years.
- Low priority activities may be funded as opportunities arise.

The table summarizes planned CDBG activities and the priority level and 5-year numeric goal for each. Activities that will be targeted to special populations are indicated. The table is designed to meet HUD requirements.

5-year Consolidated Plan Goals			
Activity	**Special Population**	**Priority Level**	**5-year Goal**
Priority Need: Revitalization, Public Facilities & Infrastructure			
Facility Improvements	X	H	500 people
ADA Accessibility Improvements	X	L	500 people
Land Acquisition for Affordable Housing Development		L	5 households
Infrastructure for Affordable Housing Development		L	5 households
Priority Need: Public Services & Economic Opportunities			
Service and Facility Operating Support	X	H	2,000 people
Employment & Job Training Support Services		L	5 people
Housing Stabilization Services including Eviction/Foreclosure Prevention and Legal Services		H	500 households
Priority Need: Addressing Homelessness			
Service and Facility Operating Support, including Outreach	X	H	5,000 people
Increase number of emergency /transitional shelter beds for families	X	H	20 beds
Increase supply of permanent supportive housing	X	H	15 beds
Priority Need: Decent Affordable Housing			
Owner-occupied Housing Rehabilitation		H	25 units
Rental Housing Construction		H	5 units
Owner Housing Construction		H	2 units
First-time Homebuyer Assistance		H	25 households
Rental Housing Rehabilitation		L	10 units

City of Flagstaff

FY 2020 HUD Annual Action Plan

Submitted to the
US Department of Housing and Urban Development
May 15, 2020

EQUAL HOUSING OPPORTUNITY

OMB Control No: 2506-0117 (exp. 06/30/2018)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (Action Plan) is submitted to the U.S. Department of Housing and Urban Development (HUD) and serves as the formal application for the use of Community Development Block Grant (CDBG) entitlement funds received by the City of Flagstaff.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2016-2020, submitted to HUD on May 15, 2016. The Action Plan provides a brief description of the programs and projects of the City of Flagstaff in Fiscal Year 2020-2021, as well as funding announcements for the CDBG program. The City established four priorities based on the analysis of market and community conditions, and input from Flagstaff residents and service providers:

1. Revitalization, Public Facilities & Infrastructure, Public Services & Economic Opportunities Addressing Homelessness Decent Affordable Housing

The Community Development Block Grant program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Flagstaff is classified as an 'entitlement community'. This means that Flagstaff does not apply for the CDBG program but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. To receive CDBG funds, every five years the City must complete a Consolidated Plan and an Annual Action Plan, based on the Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for low and moderate-income persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Within the 2016-2020 Consolidated Plan and excluding administration, Flagstaff has leveraged $1,177,287.11 in CDBG expenditures with $4,805,665.71 in other, private or public funds.

Flagstaff is proud of prior year CDBG accomplishments and continues to utilize viable resources to improve the quality of life in this community. In all, approximately 6,050 individuals and an additional 31 households were beneficiaries of CDBG services during the 2018 Program Year.

The city strives to utilize CDBG funds in target neighborhoods; however, the actual distribution of funds to target areas depends on the number and type of proposals received. Last fiscal year, CDBG funding was not expended in the target neighborhoods. This fiscal year, the city will expend TBD% of CDBG funding citywide.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of three public meetings and one-on-one technical assistance with interested agencies. The draft Annual Action Plan was made available for public comment from May 6, 2020 to May 11, 2020. The funding allocations in this plan were brought to the City Council during a public meeting and were approved by City Council on May 19, 2020.

Flagstaff City Council's CDBG priorities for 2020 are homelessness, housing (rental and ownership), workforce job training, education (early childhood development) and neighborhood revitalization. The first public meeting, held on January 30, 2020, began the Annual Action Plan process. It introduced the public to the planning stages and solicited public participation for the CDBG Request for Proposal process. On February 28, 2020, a public meeting was held to discuss and receive comment on the proposals submitted.

On May 19, 2020, staff presented the ranked proposals to City Council and received final decision on the selected proposals at the City Council Meeting.

Notice of public meetings was published at least 5 days prior to each meeting in the Arizona Daily Sun, a newspaper of general circulation and to members of the local Continuum of Care. The Continuum of Care has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these

agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

Emails and notices provided information about the topic of the forum or meeting, location, and how comments could be submitted if the person(s) was unable to attend. The forums and meetings were held in handicapped accessible locations. Accommodations for those with hearing and special language needs were made on an as needed basis when at least twenty-four-hour notice was provided to the City.

The City of Flagstaff utilized HUD allowed Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID -19 and made the Annual Action Plan available for public comment for the required 5 day period.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the 5 day public comment period, the below comments were received

- TBD

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted.

7. Summary

Not Applicable

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FLAGSTAFF	City of Flagstaff Housing Section

Table 1 – Responsible Agencies

Narrative (optional)

The City's Housing Section is the HUD "lead agency" for the Consolidated Plan and Annual Action Plan. The Housing Section is part of the City's Community Development Division. In addition to Housing, the Community Development Division includes the Engineering, Planning and Development Services sections.

The Housing Section works to address the shortage of affordable housing with several programs and tools. In addition to administration of the CDBG program, the Housing Section performs four primary functions.

- Research and Planning: Key to this focus area is the identification and maintenance of data pertinent to housing in Flagstaff and nationally, the creation and implementation of plans, the location and review of best practices and additional tools being used in other communities, and project specific planning.
- Policy: The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions.
- Housing Programs and Development: This focus area encompasses programmatic areas, as well as the implementation of previous planning efforts, resulting in the creation of housing opportunities.

The City of Flagstaff Housing Authority (FHA) manages 265 public housing units, 333 Housing Choice Vouchers, 106 Veterans Affairs Supportive Housing (VASH) vouchers, 80 apartment-style residences for a non-profit corporation and 12 Singe Room Occupancy (SRO) vouchers for Seriously Mentally Ill (SMI).

Consolidated Plan Public Contact Information

City of Flagstaff, Housing Section

Kristine Pavlik, Housing and Grants Administrator

2323 N Walgreens St., Suite 2

Flagstaff, Arizona 86004

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(928) 213-2749

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

In developing the 2020 Annual Action Plan, the City consulted with agencies providing services related to housing, social services, elderly persons, disabled persons, persons with HIV/AIDS, children experiencing neglect, and individuals and families impacted by homelessness. Agencies participating in the Annual Action Plan public meeting were:

1. Catholic Charities of Northern Arizona
2. Coconino County Health and Human Services
3. City of Flagstaff
4. Southwest Behavioral Health Services
5. Flagstaff Shelter Services
6. The Guidance Center
7. Housing Solutions of Northern Arizona
8. Building Community Flagstaff
9. Salvation Army
10. Threaded Together
11. Health Choice Integrated Care
12. Desert Seeds / Semillas del Desierto
13. Habitat for Humanity

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Activities that serve a special population, including homeless populations, and projects located in target neighborhoods received additional points in the ranking process. The City also gives points to activities

that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

The City Housing Section works with coordinated entry, various agencies, committees along with City and County departments to coordinate resource delivery to eligible households. The City supports developers, when appropriate, that are seeking funding for Low Income Housing Tax Credits and provides support to other projects that will serve Flagstaff's low and moderate-income households.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Flagstaff is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and transitional shelter services and permanent supportive housing opportunities. City of Flagstaff staff participate on the Executive Committee.

The City has participated on the Point-In-Time (PIT) steering committee for the last three years and worked with Northern Arizona University to assist in developing the survey instrument for the Balance of State Continuum of Care. In addition, City Staff leads the Flagstaff Project Homeless Connect steering committee and the System Design Steering committee.

City staff has been instrumental in the creation of Front Door Coordinated Entry. The System Design Steering committee has created a single point of entry for coordinated assessment in the Flagstaff area, known as Front Door. Since January 2017, accessing housing and services has been dramatically simplified for those in crisis. When members of the community identify themselves to be in a housing crisis, they can access community services by entering the Front Door Program.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

TBD

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Arizona Department of Housing	The Balance of State Continuum of Care (BOSCOC) is a collaborative and inclusive community-based process for planning and managing homeless assistance resources and services effectively and efficiently to end homelessness in thirteen (13) counties of Arizona. Goals in Coconino County's BOSCOC Strategic Plan include action items such as improving the implementation of Coordinated Entry; to continue conducting the County's annual Point in Time Count; to work collaboratively with stakeholders, funders and housing providers to create community housing needs assessment, etc.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and transitional shelter services, as well as permanent supportive housing opportunities. Flagstaff City staff participate on the Executive Committee. City staff also lead the Point-in-Time steering committee, the Homeless Connect steering committee and sit on the systems design steering committee.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Flagstaff makes funding allocations based on community priorities and input. Priorities are determined by City Council and through input provided by the public, both in the planning and application processes.

Investments are allocated based on City Council's determination. Proposals for eligible activities are solicited through a formal Request for Proposals (RFP) process, which is open to qualified external organizations and City sponsored projects. Submitted proposals are evaluated and ranked, and a summary of the evaluation is presented to City Council for its review and consideration in making final funding decisions. A review committee consisting of City staff and external members determines a score for each proposal and makes recommendations to City Council based on the following priorities:

1. City Council annual CDBG priorities, 5-year Consolidated Plan and eligible CDBG fundingThe need for funds and the demand for the project are demonstrated;Geographic areas designated as target neighborhoods due to a disproportionate concentration of low income and minority populations;Projects that meet the previous criteria and address the Primary, National and Consolidated Plan Objectives of the CDBG program; andProjects that demonstrate the capacity to provide timely, compliant, and sustainable benefits to the community.

Activities that will serve a special population, including homeless populations, and projects located in target neighborhoods receive additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

The consultation and public participation process for the development of this year’s Annual Action Plan consisted of three public meetings, a request for proposal process, and an invitation for written comment. Forums and meetings were conducted to solicit information on housing and community development needs and to elicit public comment on planned activities. The draft Annual Action Plan was made available for public comment from May 6, 2020 to May 11, 2020.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/ broad community	Emails were sent to over 300 member of Coconino County's Continuum of Care informing agencies of important dates for the 2020 Community Development Block Grant Schedule, public comment period and deadlines.	No comments received.		
2	Public Meeting	Persons with disabilities Non-targeted/ broad community	On January 30, 2020 Housing staff held a public hearing to start the CDBG grant cycle and public participation process. The overview of the City's CDBG program assisted the public in understanding the possible funding available, eligible activities under the grant, City Council CDBG priorities, and the format of this year's CDBG process. 15 representatives from agencies attended.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Persons with disabilities Non-targeted/ broad community	A public meeting was held by City staff on Friday, February 28, 2020 to review received proposals and to receive comments on the use of the City of FlagstaffÃ¿Â¿Ã¿Â¿Ã¿Â¿Ã

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Persons with disabilities Non-targeted/ broad community	On Tuesday, May 12, 2020, a public meeting was held by City Staff where City Council discussed and approved the submittal of the 2020 Annual Action Plan to HUD and use of the 2020 CDBG funds.			
6	Newspaper Ad	Persons with disabilities Non-targeted/ broad community	Arizona Daily Sun ad January 5 & 12, 2020 - Invited the public to the first Public Meeting to learn about the CDBG Grant Cycle and Public Participation process on January 31, 2020			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The amount of CDBG funding received by the City varies from year-to-year based on the federal budget. The City expects to receive between $510,000 and $650,000 each year during the next five years. The Annual Action Plan describes City allocations for the CDBG program during the coming year – PY2020-2021. These allocations fund activities to address goals for the primary Consolidated Plan areas: Affordable Housing, Homelessness, Community Development, Special Needs and Citizen Participation.

Additional federal funds to address goals were made available for public housing and programs addressing the needs of people experiencing homelessness. State government, local general funds and private resources are occasionally secured by the City or by local agencies for a variety

of uses.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	611,295	33,985	15,001	660,281	0	The City of Flagstaff's 2020 CDBG allocation totals $611,295.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

TBD

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

TBD

Discussion

TBD

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Operating Support	2016	2021	Homeless	Citywide	Public Services and Economic Opportunities	CDBG: $100,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 500 Households Assisted
2	Infrastructure for Affordable Housing	2016	2021	Affordable Housing Non-Housing Community Development	Sunnyside	Revitalization, Public Facilities & Infrastructure Addressing Homelessness	CDBG: $244,400	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 8 Households Assisted Rental units rehabilitated: 8 Household Housing Unit
3	Employment & Job Training Support	2016	2021	Non-Housing Community Development	Citywide	Public Services and Economic Opportunities	CDBG: $32,240	Public service activities other than Low/Moderate Income Housing Benefit: 2 Persons Assisted
4	Facility Improvements	2016	2021	Non-Housing Community Development	La Plaza Vieja	Revitalization, Public Facilities & Infrastructure	CDBG: $157,433	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2230 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Operating Support
	Goal Description	Recognizing the interwoven relationship between stable housing and health and well-being, Flagstaff Shelter Services (FSS) partnered with North Country Healthcare, The Guidance Center, and Southwest Behavioral & Health Services in 2019 to design and implement the *Housing as Healthcare Program*. This innovative program enables Flagstaff service providers to better meet the comprehensive housing and healthcare needs of individuals and families experiencing a housing crisis by providing a single entry point for housing, community resources, medical care, and behavioral health services. In light of the current public health crisis, this program is more needed than ever. Individuals experiencing homelessness are at elevated risk of both contracting and dying from the coronavirus. To protect our vulnerable neighbors, FSS has expanded its emergency shelter operations and is caring for individuals **and** families experiencing homelessness. We are working closely with our *Housing as Healthcare Program* partners to ensure those we serve still receive the integrated medical, behavioral health and housing services they so desperately need. To adequately respond to the COVID-19 pandemic, FSS is proposing to use CDBG funds to care for 500 people who are at high risk of falling victim to the coronavirus. CDBG dollars will support increased staffing expenses, motel room rental for our vulnerable neighbors, and housing-focused direct client support. Additionally, funds may be used to purchase personal protective equipment and pay COVID-19 testing co-pays.
2	**Goal Name**	Infrastructure for Affordable Housing
	Goal Description	CDBG Funding will be used to offset construction costs for the rehabilitation of the first floor of the “house” at Sharon Manor. We will transition the existing 8-unit communal living facility into eight independent studio apartments, providing for increased privacy for victims of domestic violence and enabling us to better serve households of various size and composition. This will be Phase II of construction on the “house” as we are also adding a section story of housing units to the site.

3	**Goal Name**	Employment & Job Training Support
	Goal Description	The Sewing and Textile Employment Pathway (STEP) program is a 9-month, 720-hour vocational training program in Flagstaff, AZ that expands economic opportunity for low to moderate income (LMI) residents and enriches our community. Housed in our Threaded Together Workroom, a full-service sewing shop in the Sunnyside/Lower Greenlaw neighborhood, this program provides women and vulnerable populations, specifically survivors of domestic violence, the opportunity to learn technical and employable skills in a safe and empowering environment. Through the STEP program, Threaded Together is also helping to develop viable urban communities by providing employment opportunities in walking distance of the targeted demographic. Our space is a hub of creativity and connection for all of Flagstaff, and aims to promote inclusion, accessibility, and diversity through arts education and vocational textile training for LMI residents. In response to COVID-19, Threaded Together has expanded our Workroom capabilities to include the production of personal protective equipment (PPE) for hospitals and community organizations. We have partnered with Flagstaff Medical Center and the Northern Arizona Volunteer Medical Corp (NAVMC) to design and construct thousands of washable, reusable face masks and gowns to be used for frontline healthcare providers during the crisis and beyond. STEP trainees will have the opportunity to take part in this important work, as we foresee this production as a long-term solution to supply medical facilities with sustainable alternatives to single-use plastics.
4	**Goal Name**	Facility Improvements
	Goal Description	The 2015 La Plaza Vieja Neighborhood Specific Plan (LPV Plan) discusses a desire to calm traffic along its internal local streets and minor collectors. Specifically, Goal 12 and its associated policies and strategies address this desire. Clay Avenue is a minor collector identified in the LPV Plan as a candidate for traffic calming. A capital improvement project has begun its design phase to address neighborhood concerns along Clay Avenue. This capital improvement project aims to calm traffic and provide safer pedestrian crossings of Clay Avenue for residents and children of La Plaza Vieja. This improvement would allow for safe connectivity between residences and neighborhood parks across Clay Avenue by providing shorter pedestrian crossing distances, increased visibility of the pedestrians, improved ramps, and improved storm drain locations.

Projects

AP-35 Projects – 91.220(d)

Introduction

In the 2020 CDBG process, five external agency proposals were received. There was one internal City of Flagstaff request. When program income is included and de obligated dollars are accounted for, the 2020 CDBG allocation is $611,295. With this, all six proposals requesting a total of $791,640 in CDBG funding were received by the February 20, 2020 deadline. Recommendations were discussed and approved by the City Council at a public hearing with City Council on May 19, 2020. The following table identifies approved projects for the 2020-2021 program year with a budget of $660,281.

Projects

#	Project Name
	TBD

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For FY 2020-2021, the City issued a request for proposals for CDBG activities. Proposals are evaluated based on CDBG eligibility and funding criteria that include the ratio of dollars per person that will benefit, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations. At least 70% of CDBG funds must serve low and moderate-income people and not more than 15% may be used for public services. Available HUD Waivers remove the public service cap for program year 2020/2021 for public service projects specifically addressing COVID-19. Up to 20% may be used to cover administrative costs, including indirect costs. The largest obstacle to addressing underserved needs is insufficient funding, particularly for public services projects.

AP-38 Project Summary

Project Summary Information

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has designated four target areas. These target areas encompass many of the areas of low-income and minority concentration and include:

- Sunnyside - Census Tract 3, Block Group 2, 3, & 4.
- Southside - Census Tract 8, Block Group 1.
- Pine Knoll - Census Tract 8, Block Group 2.
- La Plaza Vieja - Census Tract 11.02, Block Group 3

Geographic Distribution

Target Area	Percentage of Funds
Sunnyside	22
La Plaza Vieja	30
Southside	0
Pine Knoll	0
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Proposals are evaluated based on CDBG eligibility and funding criteria that include the ratio of dollars per person that will benefit, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations among other factors.

Discussion

The City strives to utilize CDBG funds in target areas; however, the actual distribution of funds to target areas depends on the number and type of proposals that are received. This fiscal year, one hundred percent will be expended Citywide and zero percent of CDBG funds will be expended in the Target Areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Annual Action Plan requirement is to provide information on the number of households that will benefit from affordable housing and the types of housing these households will be supported through. The following HUD tables define the City's goals for the number of households that will be provided housing by housing activity.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Over the coming year, an estimated TBD households will receive housing stabilization services with rental assistance through Coconino County's Housing Stabilization Program.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Flagstaff Housing Authority provides 265 public housing units, 12 mod-rehab units, 333 housing choice vouchers and 106 Veterans Affairs Supportive Housing Vouchers. The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

Actions planned during the next year to address the needs to public housing

All major systems within the developments are in good repair due to an established life cycling system. Identified capital needs include replacing water lines, siding, roofs, water heaters and countertops.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has multiple goals and objectives created to increase resident involvement including: ongoing surveys and formal annual resident input and participation to ensure the public housing environment is appealing and up-to-date; providing maintenance and repair training prior to occupancy; continuing resident education; partnering with the Boys and Girls club and the City Recreation Department to provide free on-site programs; and resident meetings, barbeques and newsletters to help residents with education, employment, job training and youth services.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Flagstaff's Housing Authority is a high preforming PHA.

Discussion

The City of Flagstaff Housing Authority provides 265 public housing units, 12 mod-rehab units, 333 housing choice vouchers and 106 Veterans Affairs Supportive Housing Vouchers. The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are in good repair. The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is not a direct recipient of Emergency Solutions Grant funds from HUD yet invests a significant amount of financial and staff resources in addressing the needs of people experiencing homelessness and people with special needs. This section describes the City's one-year goals and actions for reducing and ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Continuum of Care members may apply for CDBG funds to assist street outreach, but with limited public service dollars, local agencies choose to apply for support in prevention and diversion programs. There are currently three nonprofit organizations that conduct outreach services, two of which only serve veterans. Funded programs are highly encouraged to participate in coordinated entry and the C of C's individual assessment plan (VI-SPDAT).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City and Coconino County's Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing. ***In the 2019 Point in Time Count 697 men, women and children were experiencing homelessness in Coconino County***. Approximately 801 people remain on income restricted complex waitlists which 1,250 people were on the waitlist in 2018. The high cost of housing and a 20% employment rate among individuals experiencing homelessness means that these individuals and families may require a longer stay in shelter or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. During the coming year, one agency will receive funds to support emergency shelter and housing services. The City and C of C members recognize the critical nature of Housing First and permanent supportive housing, yet the large number of homeless individuals and families, the high cost of housing and a 20% employment rate among homeless individuals means that

homeless individuals and families may require a longer stay in transitional housing. The City will also continue its active participation in the Coconino County Continuum of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

During the coming year the City will support Coconino County Community Services for their housing stabilization, a prevention program from homelessness. Operational dollars will be granted to Flagstaff Shelter Services for a program expansion that will ensure that every person experiencing homelessness in Flagstaff on any given night will have access to safe shelter and housing placement services. Collectively, the Continuum of Care and community leadership are committed to bringing a higher level of coordination of services to those experiencing homelessness in our community. The collaborative project serves as a "front door" to those experiencing homelessness. Front Door is a diversion program and provides a single point of entry into the shelter and housing system to streamline services, reduce shelter stay and length of time that individuals and families are homeless, increase program utilization and eliminate the need for households in crisis to "service hop."

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. The City will also continue its active participation in the Coconino County Continuum of Care.

The City of Flagstaff Housing Authority has focused on placement of homeless veterans through the VASH rental voucher program. Other agencies have a strong record of success in placing and keeping homeless individuals housed through rapid re-housing programs.

Discussion

The City is an active participant in the local Continuum of Care and staff members participate in multiple committees and lead the annual point-in-time count (conducted for the Arizona Rural Continuum of Care.) The City will continue to implement VASH Vouchers for Veterans experiencing homelessness.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing barriers are regulatory or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state and federal government, as well as related industries, such as the real estate, insurance and finance industries.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." To identify potential local public barriers to affordable housing development, the City completed HUD's Regulatory Barriers checklist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Over the past decade, the City has taken extensive steps to remove barriers and promote affordable housing development, including the development of an Incentive Policy for Affordable Housing (IPAH), adopted in October 2009 and later integrated into the City zoning code. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI). The IPAH incentivizes developments that commit to permanently affordable housing units through the reimbursement of development related fees. The Flagstaff Zoning Code also implements affordable housing incentives through various development standards like density bonuses and reductions to parking and resource protection.

Discussion:

The IPAH incentivizes developments that commit to permanently affordable housing units. When a developer takes advantage of the incentives offered under the IPAH, the affordable units are legally committed to the intended population through occupancy, resale and rent restrictions.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the City established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding. The City addresses this obstacle by prioritizing CDBG projects that provide leverage funding to meet the needs of a larger number of people.

Actions planned to foster and maintain affordable housing

The City's Incentive Policy for Affordable Housing (IPAH) is in the process of being revised and updated. Coordination between Housing and Planning staff is critical to ensure the document is functional over the long term. Outreach to the development community will be done when an initial revised draft is available. Concerns and suggestions from those stakeholder will be a helpful way to consider new incentives and other changes to the incentive policy. The IPAH standards may be applied to rental housing, homeownership housing, and shelter, as well as to expiring affordable housing developments.

Actions planned to reduce lead-based paint hazards

Distribute lead poisoning and lead hazard information to participants in federally-funded programs and to any interested resident. The City plans to rehabilitate 6 homes during the coming year and will provide lead-based paint hazard information to an estimated 8 applicants for owner occupied housing rehabilitation assistance.

The City follows a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and

removal of lead-based paint are provided to program participants, contractors and project sponsors. The City has licensed contractors who are available to perform limited abatement and/or removal procedures if lead-based paint is present. Full abatement services are contracted with licensed contractors located outside of the City.

2. Section 8 Housing Choice Vouchers. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.
3. Public Education. Lead hazard information is distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will reduce the number of poverty level households by providing CDBG public services resources to local agencies that provide social supports, and eviction and foreclosure prevention. The City will also continue to rehabilitate housing units owner-occupied by households living at or below the poverty level to support these households in retaining quality, safe housing. Households living below the poverty level will also be made aware of the various local services available that provide an economic safety net and opportunities for increased earnings.

Actions planned to develop institutional structure

The City of Flagstaff has well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. The Housing Section works closely with nonprofit organizations to ensure that CDBG funds reach the neediest Flagstaff residents and neighborhoods. Organizations must annually apply for CDBG funds for eligible activities. The City also works closely with and is a member of the Coconino County Continuum of Care.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

The Flagstaff Community has implemented a Coordinated Entry System for those experiencing homelessness, known as the Front Door. The Front Door Specialist conducts an assessment using The Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT). The Front Door

collaboration has united the Flagstaff community and the local Continuum of Care to fast track those in crisis to the best program to end that crisis.

On a weekly basis, a cadre of service providers meet for the Case Conferencing Team Meeting. Each case manager is representing his or her own agency that has signed the Service Provider MOU. The purpose of this meeting is to have a real-time discussion of each person or family on the community waitlist and to utilize scores from the VI-SPDAT to ensure fast and appropriate referrals to end homelessness for those on the list.

The Front Door is a cost-effective strategy; that prioritizes a community conversation about how the systems function together, where the gaps in services exist, and how to answer the need. No longer will those in crisis be forced to go from shelter to shelter to access services.

Discussion:

N/A

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	48,986
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**48,986**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

City of Flagstaff

FY 2019 HUD Annual Action Plan



Submitted to the
US Department of Housing and Urban Development
June 4, 2019

OMB Control No: 2506-0117 (exp. 06/30/2018)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (Action Plan) is submitted to the U.S. Department of Housing and Urban Development (HUD) and serves as the formal application for the use of Community Development Block Grant (CDBG) entitlement funds received by the City of Flagstaff.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2016-2020, submitted to HUD on May 15, 2016. The Action Plan provides a brief description of the programs and projects of the City of Flagstaff in Fiscal Year 2019-2020, as well as funding announcements for the CDBG program. The City established four priorities based on the analysis of market and community conditions, and input from Flagstaff residents and service providers:

1. Revitalization, Public Facilities & Infrastructure, Public Services & Economic Opportunities Addressing Homelessness Decent Affordable Housing

The Community Development Block Grant program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Flagstaff is classified as an ‘entitlement community’. This means that Flagstaff does not apply for the CDBG program but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. To receive CDBG funds, every five years, the City must complete a Consolidated Plan, and a yearly Annual Action Plan based on the Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for low and moderate-income persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and

3. Expanding Economic Opportunities.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Flagstaff is proud of the accomplishments achieved. In the past two years, CDBG has served 2,480 individuals and 47 households. During the coming year, the City will continue to utilize viable resources and successfully administer CDBG sub-recipient contracts to improve the quality of life in the community.

The city strives to utilize CDBG funds in target neighborhoods; however, the actual distribution of funds to target areas depends on the number and type of proposals received. Last fiscal year, 100% of CDBG funding was expended in the City of Flagstaff. This fiscal year, the city will expend 41% of CDBG funding in Target Neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of five public meetings and one-on-one technical assistance meetings with interested agencies. The draft Annual Action Plan was made available for public comment from March 1, 2019 to April 1, 2019. The funding allocations in this plan were brought to the City Council during a public meeting held on April 9, 2019 and were approved by City Council on April 16, 2019.

Flagstaff City Council's CDBG priorities for 2019 are homelessness, housing (rental and ownership), workforce job training, education (early childhood development) and neighborhood revitalization. The first public meeting, held on January 31, 2019, began the Annual Action Plan process. It introduced to the public the planning stages and solicited public participation for the CDBG Request for Proposal process. On February 28, 2019, a public meeting was held to discuss and receive comment on the proposals submitted.

On April 9, 2019, staff presented the ranked proposals to City Council and received final decision on the selected proposals at the City Council Meeting.

On April 10, 2020 staff requested and received City Council approval of a substantial amendment to the 2019/2020 Annual Action Plan.

ON MAY 19, 2020 STAFF REQUESTED CITY COUNCIL APPROVAL OF A SECOND SUBSTANTIAL AMENDMENT TO THE 2019/2020 ANNUAL ACTION PLAN.

Notice of public meetings was published at least two weeks prior to each meeting in the Arizona Daily Sun, a newspaper of general circulation and to members of the local Continuum of Care. The Continuum of Care has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

Emails and notices provided information about the topic of meeting, location, and how comments could be submitted if the person(s) was unable to attend. The forums and meetings were held in handicapped accessible locations. Accommodations for those with hearing and special language needs were made on an as needed basis when at least twenty-four-hour notice was provided to the City.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the one-month public comment period, one comment was received.

6. Summary of comments or views not accepted and the reasons for not accepting them

Below is the one public comment the City of Flagstaff Housing Section recived. City of Flagstaff Housing staff held a technical assistance meeting with Coconino County Community Services to discuss the agency's concerns potential alternative project idea.

Public comment from Coconino County Community Services Interim Director, Norma Gallegos:

"Community Services is going to take off this year and will not be applying for this grant. We have always used these funds for eviction prevention because we do not have enough rental funds to meet the housing needs in the community. As I mentioned at the Public Hearing last week, it's difficult to come up with a new service when it comes to providing rental assistance because we already provide case management and financial empowerment to families who are requesting services.

We have heard from the community as well as staff that the federal requirements for these funds in terms of paperwork etc., creates more of a barrier to households who end up not returning because of the documentation that is required for this grant, which is unfortunate. Taking this year off will give us time to see if there are other opportunities where this grant could assist us in our Mission since it is a

grant that is available each year."

7. Summary

Not Applicable.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FLAGSTAFF	City of Flagstaff Housing Section

Table 1 – Responsible Agencies

Narrative (optional)

The City of Flagstaff Housing Section is the HUD "lead agency" for the Consolidated Plan and Annual Action Plan. The Housing Section is part of the City's Community Development Division. In addition to Housing, the Community Development Division includes the Engineering, Planning and Development Services sections.

The Housing Section works to address the shortage of affordable housing with several programs and tools. In addition to administration of the CDBG program, the Housing Section performs the below primary functions.

The City of Flagstaff Housing Authority (CFHA) manages 265 public housing units, 333 Housing Choice Vouchers, 106 Veterans Affairs Supportive Housing (VASH) vouchers, 80 apartment-style residences for a non-profit corporation and 12 Singe Room Occupancy (SRO) vouchers for Seriously Mentally Ill (SMI).

- Research and Planning: Key to this focus area is the identification and maintenance of data pertinent to housing in Flagstaff and nationally, the creation and implementation of plans, the location and review of best practices and additional tools being used in other communities, and project specific planning.

- Policy: The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions.
- Housing Programs and Development: This focus area encompasses programmatic areas, as well as the implementation of previous planning efforts, resulting in the creation of housing opportunities.

Consolidated Plan Public Contact Information

City of Flagstaff Housing Section

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In developing the 2019 Annual Action Plan, the City consulted with agencies providing services related to housing, social services, elderly persons, disabled persons, persons with HIV/AIDS, children experiencing neglect, and individuals and families impacted by homelessness. Agencies participating in the Annual Action Plan public meeting were.

1. Catholic Charities of Northern Arizona
2. Coconino County Community Services
3. City of Flagstaff
4. Flagstaff Family Food Center
5. Flagstaff Shelter Services
6. The Guidance Center
7. Housing Solutions of Northern Arizona
8. Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA)
9. Southwest Fair Housing Council

Activities that serve a special population, including homeless populations, and projects located in target neighborhoods received additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Housing Section works with coordinated entry, various agencies, and committees, along with City and County departments to coordinate resource delivery to eligible households. The City supports developers, when appropriate, that are seeking funding for Low Income Housing Tax Credits and provides support to other projects that will serve Flagstaff's low and moderate-income households.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and

transitional shelter services and permanent supportive housing opportunities. City of Flagstaff staff participate on the Executive Committee.

The City has lead the Point-In-Time (PIT) steering committee for the last three years and worked with Northern Arizona University to assist in developing the survey instrument for the Balance of State Continuum of Care. In addition, City staff leads the Flagstaff Project Homeless Connect steering committee and the System Design Steering committee.

City staff has been instrumental in the creation of Front Door Coordinated Entry. The System Design Steering Committee has created a single point of entry for coordinated assessment in the Flagstaff area, known as Front Door. Since January 2017, accessing housing and services has been dramatically simplified for those in crisis. When members of the community identify themselves to be in a housing crisis, they can access community services by entering the Front Door Program.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Flagstaff is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	CATHOLIC CHARITIES OF NORTHERN ARIZONA
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities of Northern Arizona continued to monitor the needs of Northern Arizona communities and responded by providing life-changing services that protect and nurture children, help strengthen families and assist individuals in crisis. Catholic Charities delivers services in foster care, adoption and pregnancy counseling, North Star youth development and Westside Head Start early education. Over the years, in response to community needs, our Catholic Charities has grown to serve veterans and their families, sex-trafficked survivors, victims of domestic abuse, refugees and those experiencing homelessness.
2	**Agency/Group/Organization**	Coconino County Community Services
	Agency/Group/Organization Type	Services-Elderly Persons Services-homeless Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Coconino County Community Services Department (CCCSD) is the largest provider of emergency services in the community, specifically eviction/foreclosure prevention and move in assistance; it is the number one referral agency in both the County and the City of Flagstaff. CCCSD is the recognized Community Action Agency for the County and covers a service area of 18,000 square miles. CCCSD has successfully administered an eviction and foreclosure prevention program for the last thirty-five (35) years. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
3	**Agency/Group/Organization**	City of Flagstaff
	Agency/Group/Organization Type	PHA Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City will continue to utilize CDBG funds in target neighborhoods and owner-occupied housing rehabilitation. These programs serve low to moderate income residents of target neighborhoods, elderly persons and persons with disabilities. The programs improve infrastructure; eliminate health and safety hazards; facilitate ADA accessibility and aging in place; stabilize low income households through reduction of home repair and utility costs; increase building performance; revitalize low income neighborhoods; and preserves entry-level housing stock.
4	**Agency/Group/Organization**	Flagstaff Family Food Center
	Agency/Group/Organization Type	Services-Health Services-Education

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Serving hope to Flagstaff families by providing hunger relief and children's literacy programs.
5	**Agency/Group/Organization**	Flagstaff Shelter Services
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Flagstaff Shelter Services offers homeless individuals shelter and supportive services and is focused on chronically homeless individuals, many of whom have serious psychiatric or substance abuse issues. Flagstaff Shelter Services provides all individuals experiencing homelessness with coordinated entry know as Flagstaff's Front Door. The agency was consulted through public meetings, the public comment period and one on one technical assistance.

6	**Agency/Group/Organization**	The Guidance Center
	Agency/Group/Organization Type	Services-Health Health Agency Mental Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Guidance Center (TGC) is a not-for-profit Community Mental Health Center with locations serving Flagstaff. TGC provides a full range of services, which include everything from general mental health counseling for everyday stressors, to our inpatient psychiatric hospital for acute psychiatric emergencies. TGC is committed to creating healthy individuals, families and communities. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
7	**Agency/Group/Organization**	Housing Solutions of Northern Arizona
	Agency/Group/Organization Type	Housing Services - Housing Services - Victims Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing Solutions of Northern Arizona (HSNA) is a nonprofit housing organization, founded as the Affordable Housing Coalition in 1990 through the grassroots efforts of local citizens concerned about the lack of affordable housing in the Flagstaff community. HSNA expanded from an advocacy organization to one that focuses on programs designed to help residents identify and maintain safe, decent, and affordable housing. The agency's mission is "building opportunities for sustainable, affordable housing in northern Arizona." The agency was consulted through public meetings, the public comment period and one on one technical assistance.
8	**Agency/Group/Organization**	Southwest Fair Housing Council
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Southwest Fair Housing Council provides comprehensive services to achieve and preserve equal access to housing for all people. The elimination of all forms of illegal discrimination related to housing. Through research, advocacy, enforcement, community outreach, passionate staff and diverse board, SWFHC helps more people achieve equal access to housing and are recognized as one of the superior fair housing organizations in the nation.

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Arizona Department of Housing	The Balance of State Continuum of Care (BOSCOC) is a collaborative and inclusive community based process for planning and managing homeless assistance resources and services effectively and efficiently to end homelessness in thirteen (13) counties of Arizona. Goals in Coconino County's BOSCOC Strategic Plan include action items such as improving the implementation of Coordinated Entry; to continue conducting the County's annual Point in Time Count; to work collaboratively with stakeholders, funders and housing providers to create community housing needs assessment, etc.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and transitional shelter services, as well as permanent supportive housing opportunities. Flagstaff City staff participate on the Executive Committee. City staff also lead the Point-in-Time steering committee, the Homeless Connect steering committee and sit on the systems design steering committee.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Flagstaff makes funding allocations based on community priorities and input. Priorities are determined by City Council and through input provided by the public, both in the planning and application processes.

Investments are allocated based on City Council's determination. Proposals for eligible activities are solicited through a formal Request for Proposals (RFP) process, which is open to qualified external organizations and City sponsored projects. Submitted proposals are evaluated and ranked, and a summary of the evaluation is presented to City Council for its review and consideration in making final funding decisions. A review committee consisting of City staff and external members determines a score for each proposal and makes recommendations to City Council based on the following priorities:

1. City Council annual CDBG priorities, 5-year Consolidated Plan and eligible CDBG funding
2. The need for funds and the demand for the project are demonstrated;
3. Geographic areas designated as target neighborhoods due to a disproportionate concentration of low income and minority populations;
4. Projects that meet the previous criteria and address the Primary, National and Consolidated Plan Objectives of the CDBG program; and
5. Projects that demonstrate the capacity to provide timely, compliant, and sustainable benefits to the community.

Activities that will serve a special population, including homeless populations, and projects located in target neighborhoods receive additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of three public meetings, a request for proposal process, and an invitation for written comment. Forums and meetings were conducted to solicit information on housing and community development needs and to elicit public comment on planned activities. The draft Annual Action Plan was made available for public comment from March 1, 2019 to April 1, 2019.

The first proposed amendment to the 2019/2020 Annual Action Plan was made available for public comment from April 5, 2020 to April 9, 2020. The 5 day public comment period was allowable by the Department of Housing and Urban Development's implementation of waivers of community planning and development grant programs and consolidated plan requirements to prevent the spread of COVID-19 and mitigate economic impacts and an amendment to the City of Flagstaff 2016-2020 Consolidated Plan Citizen Participation Plan.

THE SECOND PROPOSED SUBSTANTIAL AMENDMENT TO THE 2019/2020 ANNUAL ACTION PLAN WAS MADE AVAILABLE FOR PUBLIC COMMENT FROM MAY 6, 2020 TO MAY 11, 2020. THE 5 DAY PUBLIC COMMENT PERIOD WAS ALLOWABLE BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IMPLEMENTATION OF WAIVERS OF COMMUNITY PLANNING AND DEVELOPMENT GRANT PROGRAM AND CONSOLIDATED PLAN REQUIREMENTS TO PREVENT THE SPREAD OF COVID-19 AND MITIGATE ECONOMIC IMPACTS AND AN AMENDMENT TO THE CITY OF FLAGSTAFF 2016-2020 CONSOLIDATED PLAN CITIZEN PARTICIPATION PLAN.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/broad community	Emails were sent to over 300 member of Coconino County's Continuum of Care informing agencies of important dates for the 2019 Community Development Block Grant Schedule, public comment period and deadlines.	No comments received.		

2	Public Meeting	Persons with disabilities Non-targeted/broad community	On January 31, 2019 Housing staff held a public hearing to start the CDBG grant cycle and public participation process. The overview of the City's CDBG program assisted the public in understanding the possible funding available, eligible activities under the grant, City Council CDBG priorities, and the format of this year's CDBG process. Nine representatives from agencies attended.	From the Coconino County Community Services Interim Director: "Coconino County Community Services (CCCS) used CDBG funds for eviction prevention because we do not have enough rental funds to meet the housing needs in the community. It's difficult to come up with a new service when it comes to providing rental assistance because we already provide case management and financial empowerment to families who are requesting services."Coconino County Community Services have heard from the	Comment was accepted and discussed with agency.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				community as well as staff that the federal requirements for these funds in terms of paperwork etc., creates more of a barrier to households who end up not returning because of the documentation that is required for this grant, which is unfortunate.		
3	Public Meeting	Persons with disabilities Non-targeted/broad community	A public meeting was held by City staff on Thursday, February 28, 2019 to review received proposals and to receive comments on the use of the City of Flagstaff's 2019 CDBG funds.	No comments received.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Persons with disabilities Non-targeted/broad community	Arizona Daily Sun ad February 10 & 17, 2019 - Invited the public to City Council Meeting to discuss the use of CDBG funding on April 9, 2019.	No comments received.		
5	Public Meeting	Persons with disabilities Non-targeted/broad community	On Tuesday, April 9 & 16, 2019, two public meeting were held by City Staff where City Council discussed and approved the submittal of the 2019 Annual Action Plan to HUD and use of the 2019 CDBG funds.	No comments received.		
6	Newspaper Ad	Persons with disabilities Non-targeted/broad community	Arizona Daily Sun ad April 5, 2020 - invited public comment on amendments to the 2019/2020 Annual Action Plan	No Comments Received		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	NEWSPAPER AD	PERSONS WITH DISABILITIES NON-TARGETED/BROAD COMMUNITY	ARIZONA DAILY SUN AD MAY 6, 2020 – INVITED PUBLIC COMMENT ON AMENDMENTS TO THE 2019/2020 ANNUAL ACTION PLAN	NO COMMENTS RECEIVED.		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The amount of CDBG funding received by the City varies from year-to-year based on the federal budget. The City expects to receive between $510,000 and $650,000 each year during the next five years. The Annual Action Plan describes City allocations for the CDBG program during the coming year – PY2019-2020. These allocations fund activities to address goals for the primary Consolidated Plan areas: Affordable Housing, Homelessness, Community Development, Special Needs and Citizen Participation.

Additional federal funds to address goals were made available for public housing and programs addressing the needs of people experiencing homelessness. State government, local general funds and private resources are occasionally secured by the City or by local agencies for a variety of uses.

THE CARES (CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY) ACT OF APRIL 2020 PROVIDES COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG-CV) TO ENTITALMENT COMMUNITIES FOR THE PREVENTION OF, RESPONSE TO AND PREPARTION FOR THE COVID-19

INFECTIOUS DISEASE. THE 2020 CDBG-CV ALLOCATION FOR THE CITY OF FLAGSTAFF IS $359,640.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	616,928	60,044	20,183	697,155	0	The City of Flagstaff's 2019 CDBG allocation totals $697,155.48.
CDBG-CV	**PUBLIC-FEDERAL**	**Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services**	**359,640**	**0**	**0**	**359,640**	**0**	**THE CITY OF FLAGSTAFF'S 2020 CDBG-CV ALLOCATION TOTALS $359,640**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
-	CITY OF FLAGSTAFF GENERAL FUNDS	PUBLIC SERVICE	$59,000	0	0	$59,000	0	THE CITY OF FLAGSTAFF HAS DESIGNATED $59,000 IN GENERAL FUNDS TO BE USED FOR EVICTION PREVENTION PROGRAMS ADMINSTERED BY COCONINO COUNTY HEALTH AND HUMAN SERVICES

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will leverage possible additional resources to rehabilitate and/or develop affordable housing for renters or owners, to provide services to vulnerable populations including people experiencing homelessness, people living in poverty, and other people with special needs. When funding has matching requirements, match may be satisfied through local fundraising by nonprofit organizations, State Housing Trust Funds, and City General Funds. $2,414,316 federal, state and local funds will leverage 2019 CDBG projects.

COCONINO COUNTY HEALTH AND HUMAN SERVICES' EVICTION PREVENTION AND HOUSING STABILIZATION PROGRAM WILL ALSO RECEIVE $59,000 IN CITY OF FLAGSTAFF GENERAL FUNDS PER COUNCIL DIRECTION AT THE APRIL 24, 2020 BUDGET RETREAT. THESE FUNDS WILL BE LEVERAGED WITH THE CDBG ALLOCATION AND ADMINISTERED IN THEIR COMBINED ENTIRETY AS 1 PROGRAM CONTRACT BETWEEN CCHHS AND THE CITY OF FLAGSTAFF.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

Not applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure for Affordable Housing	2016	2021	Affordable Housing Non-Housing Community Development	Sunnyside	Revitalization, Public Facilities & Infrastructure Addressing Homelessness Decent Affordable Housing	CDBG: $258,233	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 5 Household Assisted Rental units constructed: 5 Household Housing Unit Overnight/Emerger Shelter/Transitiona Housing Beds adde 9 Beds Housing for Homel added: 5 Household Housing Unit
2	Owner-occupied Housing Rehabilitation	2016	2021	Affordable Housing	Citywide	Decent Affordable Housing	CDBG: ~~$219,095~~ **$55,000**	Homeowner Housi Rehabilitated: 6 Household Housing Unit
3	Operating Support	2016	2021	Homeless	Citywide	Public Services and Economic Opportunities Addressing Homelessness	CDBG: $59,597	Public service activities other tha Low/Moderate Income Housing Benefit: 200 Perso Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Facility Improvements	2016	2021	Non-Housing Community Development	Sunnyside	Revitalization, Public Facilities & Infrastructure Addressing Homelessness	CDBG: $24,836	Public Facility or Infrastructure Activities other tha Low/Moderate Income Housing Benefit: 3000 Perso Assisted
5	OPERATING SUPPORT	2016	2021	Homeless	CITYWIDE	Public Services and Economic Opportunities Addressing Homelessness	CDBG-CV: $250,00	Public service activities Low/Moderate Income Housing Benefit: 600 Perso Assisted
6	OPERATING SUPPORT	2016	2021	Homeless	CITYWIDE	Public Services and Economic Opportunities Addressing Homelessness	CDBG-CV: $73,643,60	Public service activities Low/Moderate Income Housing Benefit: 560 Perso Assisted
7	OPERATING SUPPORT	2016	2021	AFFORDABLE HOUSING	CITYWIDE	PUBLIC SERVICES AND DECENT AFFORDABLE HOUSING	CDBG: $164,000	Public service activities Low/Moderate Income Housing Benefit: 91 Households Assiste

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Infrastructure for Affordable Housing
	Goal Description	Housing Solutions of Northern Arizona will implement CDBG funds to expand its Sharon Manor Transitional Housing facility. The project would add 5 units of transitional housing, to the Sharon Manor House. This home currently has 8 studio apartments, with common kitchen and living space. The additional units would be a second story expansion and would increase the number of homeless victims of domestic violence to have resources to escape abuse, build self-sufficiency and identify decent, safe, permanent housing.

2	**Goal Name**	Owner-occupied Housing Rehabilitation
	Goal Description	The City of Flagstaff will apply CDBG funds for its Owner-Occupied Housing Rehabilitation (OOHR). OOHR preserves existing affordable housing stock by eliminating health and safety hazards. It conducts home repairs, accessibility modifications which allows homeowners to live in safe, decent and affordable housing. The services are available to low to moderate Flagstaff homeowners. ~~**6 households will be served.**~~
3	**Goal Name**	Operating Support
	Goal Description	Flagstaff Shelter Services will apply CDBG dollars to create a comprehensive workforce development program, tailored specifically for individuals experiencing homeless. The program will provide employment case management and would address common barriers to job placement and retention. FSS is proposing to new staff members, an Employment Navigator and a Program Supervisor. This public services activity will also utilize CDBG dollars to purchase discounted monthly bus passes for participants, removing transportation barriers. (200 individuals would be served with permanent job placement)
4	**Goal Name**	Facility Improvements
	Goal Description	Flagstaff Family Food Center will utilize CDBG funding to rehabilitate the agency's community dining room located in the Sunnyside target neighborhood. The scope of work includes renovating and constructing an ADA restroom, and Purchasing new industrial kitchen equipment which will be bolted into the ground. This activity would serve 3000 low to moderate income residence in Sunnyside.

	GOAL NAME	**COVID-19 INFECTIOUS DISEASE RESPONSE FOR INDIVIDUALS EXPERIENCING HOMELESSNESS**
	GOAL DESCRIPTION	**OUR CHANCES OF FLATTENING THE COVID-19 CURVE IN FLAGSTAFF DEEPLY DEPENDS ON OUR ABILITY TO PROVIDE SAFE SHELTER FOR THE PEOPLE WHO ARE COMING TO US FOR A PLACE TO SLEEP. FLAGSTAFF SHELTER SERVICES WILL CONTINUE TO HELP ANYONE WHO COMES TO US, BUT THE EFFECTIVENESS OF WHAT WE ARE ABLE TO PROVIDE IS TOTALLY DEPENDENT ON THE NUMBER OF MOTEL ROOMS WE CAN AFFORD- PARTICULARLY FOR FAMILIES. TO SAFELY QUARANTINE 70-80 PEOPLE PER NIGHT IN THE MOTEL, IT COSTS FLAGSTAFF SHELTER $120,000 PER MONTH. THEREFORE, MOST OF THE CDBG DOLLARS WE ARE REQUESTING WILL BE USED FOR MOTEL ROOMS. ADDITIONALLY, SOME FUNDS WILL GO TOWARD STAFFING SINCE, AS A DIRECT RESULT OF THIS PANDEMIC, FLAGSTAFF SHELTER SERVICES' STAFFING COSTS HAVE INCREASED BY $35,000 MONTH. CDBG FUNDS WILL ALSO PROVIDE DIRECT CLIENT SUPPORT IN THE FORM OF HOUSING-RELATED EXPENSES (RENTAL APPLICATION FEES, SECURITY DEPOSITS, FIRST MONTHS RENT, ETC.) FOR INDIVIDUALS AND FAMILIES STAYING AT THE MOTEL. LASTLY, $30,000 WILL BE USED TO PURCHASE CRUCIAL PERSONAL PROTECTIVE EQUIPMENT AND COVER THE COST OF COVID-19 TESTING CO-PAYS.**
	GOAL NAME	**HOMELESS SERVICES COVID-19 INFECTIOUS DISEASE RESPONSE**
	GOAL DESCRIPTION	**CDBG DOLLARS REQUESTED WOULD SUPPORT THE HOMELESS SERVICES DELIVERED IN THE CITY OF FLAGSTAFF. THIS WOULD PRIMARILY BE IN SUPPORT OF STAFFING, OPERATIONAL SUPPORT, AND ELIGIBLE SUPPLIES FOR OUR PATH HOMELESS OUTREACH PROGRAM; AND STAFFING, OPERATIONAL SUPPORT AND ELIGIBLE SUPPLIES FOR OUR HOUSING PROGRAMS, SPECIFICALLY OUR FAMILY SHELTER AND CONGREGATE LIVING FACILITIES WHICH ARE AT GREATER RISK DUE TO COVID-19. ADDITIONALLY, TESTING IS CRITICAL IN CONGREGATE FACILITIES SO FUNDS WOULD BE UTILIZED TO ENSURE ADEQUATE TESTING FOR THE SAFETY OF RESIDENTS IN THESE FACILITIES AND ENSURE CONTINUAL MOVEMENT INTO AND OUT OF SHARED LIVING INTO MORE PERMANENT HOUSING SOLUTIONS WITHIN OUR COMMUNITY.**

	GOAL NAME	**EVICTION PREVENTION AND HOUSING STABILIZATION**
	GOAL DESCRIPTION	**CDBG DOLLARS WILL BE USED TO PROVIDE RENTAL AND UTILITY ASSISTANCE AS WELL AS COVER STAFF WAGES TIED WITH ISSUING VOUCHERS FOR APPROVED APPLICATIONS OF THIS FUNDING SOURCE.**

Projects

AP-35 Projects – 91.220(d)

Introduction

In the 2019 CDBG process, three external agency proposals were received. There was one internal City of Flagstaff request. When program income is included and de obligated dollars are accounted for, the 2019 CDBG allocation is $697,155.48. Four proposals requesting a total of $826,545.87 in CDBG funding were received by the February 21, 2019 deadline. Recommendations were discussed and approved by Flagstaff's City Council at a public hearing on April 9, 2019. The following table identifies approved projects for 2019-2020 program year with a budget of $697,155.48.

On April 10, 2020 a recommendation to re-allocate funds for the Flagstaff Shelter Services Employment Navigation Services for Individuals Experiencing Homelessness to the COVID-19 Infectious Disease Response for Individuals Experiencing Homelessness was made to and approved by City Council.

ON MAY 19, 2020 A RECOMMENDATION TO DE-OBLIGATED ANY REMAINING CDBG 2019/2020 FUNDS FROM THE CITY'S OWNER OCCUPIED HOUSING REHABILITATION PROGRAM AND RE-ALLOCATE TO EVICTION PREVENTION AND HOUSING STABILIZATION ADMINISTERED BY COCONINO COUNTY HEALTH AND HUMAN SERVICES WAS MADE TO CITY COUNCIL.

ON MAY 19, 2020 CITY COUNCIL SUBSTANTIALLY AMENDED THE 2019/2020 ANNUAL ACTION PLAN TO INCOPORATE THE CDBG-CV ALLOCATION AND RECOMMENED PROJECTS.

Please note that the expected amount available (in the AP-15) shows more than allocated in AP-35 Projects. IDIS (AP-35) will not allow cents in the expected resources for the city's projects which is

triggers a warning in the Annual Action Plan Quality Check.

Projects

#	Project Name
1	Transitional Housing for Victims of Domestic Violence - Expanding Sharon Manor
2	City of Flagstaff - Owner Occupied Housing Rehabilitation Program
3	Flagstaff Family Food Center - Food Center Rehabilitation
4	FSS - COVID-19 Infectious Disease Response for Individuals Experiencing Homelessness
5	Administration
6	**CDBG-CV ADMINISTRATION**
7	**FSS – COVID-19 INFECTIOUS DISEASE RESPONSE FOR INDIVIDUALS EXPERIENCING HOMELESSNESS**
8	**CATHOLIC CHARITIES HOMESLESS SERVICES**
9	**COCONINO COUNTY EVICITION PREVENTION AND HOUSING STABILIZATION**

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For FY 2019-2020, the City issued a request for proposals for CDBG activities. Proposals are evaluated based on CDBG eligibility and funding criteria that include the ratio of dollars per person that will benefit, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations. At least 70% of CDBG funds must serve low and moderate-income people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs, including indirect costs. The largest obstacle to addressing underserved needs is insufficient funding, particularly for public services projects.

HUD HAS URGED ENTITLEMENT COMMUNITIES TO CONSIDER THE USE OF ALLOCATED CDBG FUNDS FOR THE PREVENTION AND RESPONSE TO COMMUNITY SPREAD OF COVID-19. CITY COUNCIL HAS APPROVED A DE-OBLIGATION AND REALLOCATION OF UP TO $164,000 FROM ANNUAL CDBG 2019/2020 ENTITLEMENT FROM THE CITY'S ADMINISTRATED OWNER OCCUPIED HOUSING REHABILITATION PROGRAM (OOHR) FOR ALLOCATION TO COVID-19 RESPONSE PROGRAMS.

CDBG-CV FUNDS ARE DESIGNATED FOR THE PREVENTION OF, RESPONSE TO AND PREPARATION FOR THE COVID-19 INFECTIOUS DISEASE.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Transitional Housing for Victims of Domestic Violence - Expanding Sharon Manor
	Target Area	Sunnyside
	Goals Supported	Facility Improvements Infrastructure for Affordable Housing
	Needs Addressed	Revitalization, Public Facilities & Infrastructure Addressing Homelessness Decent Affordable Housing
	Funding	CDBG: $258,232
	Description	Housing Solutions of Northern Arizona (HSNA) will implement CDBG funding to expand its Sharon Manor Transitional Housing facility. The project will add 5 units of transitional housing and will increase the number of homeless victims of domestic violence to have recourses. to escape abuse, build-sufficiency and identify decent, safe, permanent housing.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The additional units will expand the Sharon Manor program, increasing the number of homeless victims of domestic violence who have resources to escape abuse, build self-sufficiency and identify decent, safe, permanent housing. Not only will this project benefit the first 5 households who live on property, but an estimated 100 households will be assisted over the next 30 years (assuming an average length of stay of 18 months per household).
	Location Description	The transitional housing is for survivors of domestic violence and is located in the Sunnyside Target Neighborhood.
	Planned Activities	CDBG funds will expand Housing Solutions of Northern Arizona's Sharon Manor, adding 5 units of transitional housing facility that serves survivors of domestic violence. The second story expansion to the Sharon Manor House will add additional units to a building that currently contains 8 studio apartments, common kitchen and living space. The additional units will expand the Sharon Manor program, increasing the number of homeless victims of domestic violence who have resources to escape abuse, build self-sufficiency and identify decent, safe, permanent housing. Our community has a documented ongoing need for additional transitional housing units to benefit victims of domestic violence.
	Project Name	City of Flagstaff - Owner Occupied Housing Rehabilitation Program

2	**Target Area**	Citywide
	Goals Supported	Owner-occupied Housing Rehabilitation
	Needs Addressed	Decent Affordable Housing
	Funding	~~**CDBG: $219,094**~~ **$55,000**
	Description	CDBG dollars will be used to preserve existing affordable housing stock and benefit low income homeowners of Flagstaff. The objectives of the program include: 1) elimination of health and safety hazards in the home; 2) facilitation of ADA accessibility and aging in place; 3) financial stabilization of low income households though the reduction of home repair and utility costs; 4) increased building performance through weatherization and performance enhancing measures; 5) revitalization of low income neighborhoods; 6) preservation of the entry level housing stock.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Six (6) low to moderate income households will benefit from the City of Flagstaff's Owner Occupied Housing Rehabilitation Program (OOHR).
	Location Description	The households that will benefit from OOHR are within the City of Flagstaff city limits.
	Planned Activities	CDBG dollars will be used to preserve existing affordable housing stock and benefit low income homeowners of Flagstaff.
3	**Project Name**	Flagstaff Family Food Center - Food Center Rehabilitation
	Target Area	Sunnyside
	Goals Supported	Facility Improvements
	Needs Addressed	Revitalization, Public Facilities & Infrastructure
	Funding	CDBG: $24,836
	Description	Flagstaff Family Food Center will utilize CDBG funding to rehabilitate the agency's community food kitchen restrooms in the Sunnyside target neighborhood. The scope of work includes rehabilitating three restrooms, making two ADA compliant. The activity will purchase industrial kitchen equipment (that will be bolted into the ground). This activity would serve 3000 low to moderate income residence in Sunnyside.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	The activity will serve 3000 low to moderate income residents of the Sunnyside Target Neighborhood.
	Location Description	Sunnyside Target Neighborhood
	Planned Activities	Flagstaff Family Food Center will utilize CDBG funding to rehabilitate the agency's community food kitchen restrooms in the Sunnyside target neighborhood. The scope of work includes rehabilitating three restrooms, making two ADA compliant. The activity will purchase industrial kitchen equipment (that will be bolted into the ground). This activity would serve 3000 low to moderate income residence in Sunnyside.
4	**Project Name**	FSS - COVID-19 Infectious Disease Response for Individuals Experiencing Homelessness
	Target Area	Citywide
	Goals Supported	Operating Support
	Needs Addressed	Public Services and Economic Opportunities Addressing Homelessness
	Funding	CDBG: $59,597
	Description	Flagstaff Shelter Services (FSS) will provide expanded shelter and services in response to the covid-19 infectious disease pandemic. The FSS COVID-19 Infectious Disease Response would provide alternative, temporary shelter to a minimum of 100 medically vulnerable individuals at heighted risk of severe infection and exposure to COVID-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of high-risk clients in an attempt to create appropriate social distance and separation between remaining clients in order to expand on-site day services. The agency will use CDBG funds to provide temporary off-site shelter, purchase crucial biohazard supplies to protect clients and staff and to hire additional support for the supervision of clients during the daytime hours.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	Flagstaff Shelter Services will serve one hundred (100) medically vulnerable/high-risk individuals experiencing homelessness with temporary, off-site shelter during the COVID-19 pandemic. Flagstaff Shelter Services will provide an additional one hundred (100) individuals experiencing homelessness with crucial day services allowing for necessary social distancing and prevention of community spread of the COVID-19 infectious disease.
	Location Description	The services will be provided at Northern Arizona's largest emergency shelter, Flagstaff Shelter Services.
	Planned Activities	The FSS COVID-19 Infectious Disease Response would provide alternative, temporary shelter to a minimum of 100 medically vulnerable individuals at heighted risk of severe infection and exposure to covid-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of high-risk clients in an attempt to create appropriate social distance and separation between remaining clients in order to expand on-site day services.
5	**Project Name**	Administration
	Target Area	Citywide
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $135,394
	Description	Funds required to pay for the administration of the CDBG program. This year's administration amount is a little less than 20% of the allocation and includes an approved indirect cost allocation rate of 10% of the grant award.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Funds required to pay for the administration of the CDBG program. This year's administration amount is a little less than 20% of the allocation and includes an approved indirect cost allocation rate of 10% of the grant award.
5	**PROJECT NAME**	**CDBG-CV ADMINISTRATION**
	TARGET AREA	**CITYWIDE**
	GOALS SUPPORTED	
	NEEDS ADDRESSED	
	FUNDING	**CDBG: $35,960.40**
	DESCRIPTION	**FUNDS REQUIRED TO PAY FOR THE ADMINISTRATION OF THE CDBG PROGRAM. THIS YEAR'S ADMINISTRATION AMOUNT IS A LITTLE LESS THAN 10% OF THE ALLOCATION.**
	TARGET DATE	**6/30/2020**
	ESTIMATE THE NUMBER AND TYPE OF FAMILIES THAT WILL BENEFIT FROM THE PROPOSED ACTIVITIES	
	LOCATION DESCRIPTION	
	PLANNED ACTIVITIES	**FUNDS REQUIRED TO PAY FOR THE ADMINISTRATION OF THE CDBG PROGRAM. THIS YEAR'S ADMINISTRATION AMOUNT IS A LITTLE LESS THAN 20% OF THE ALLOCATION AND INCLUDES AN APPROVED INDIRECT COST ALLOCATION RATE OF 10% OF THE GRANT AWARD.**
6	**PROJECT NAME**	**COCONINO COUNTY EVICTION PREVENTION**
	TARGET AREA	**CITYWIDE**
	GOALS SUPPORTED	**PUBLIC SERVICES**
	NEEDS ADDRESSED	**DECENT AFFORDABLE HOUSING**
	FUNDING	**CDBG-CV: $164,000**
	DESCRIPTION	**CDBG DOLLARS WILL BE USED TO PRESERVE EXISTING AFFORDABLE HOUSING STOCK AND BENEFIT LOW INCOME HOMEOWNERS OF FLAGSTAFF.**

	TARGET DATE	6/30/2020
	ESTIMATE THE NUMBER AND TYPE OF FAMILIES THAT WILL BENEFIT FROM THE PROPOSED ACTIVITIES	TBD
	LOCATION DESCRIPTION	THE HOUSEHOLDS THAT WILL BENEFIT FROM OOHR ARE WITHIN THE CITY OF FLAGSTAFF CITY LIMITS.
	PLANNED ACTIVITIES	CDBG DOLLARS WILL BENEFIT LOW INCOME HOMEOWNERS OF FLAGSTAFF.
7	PROJECT NAME	CATHOLIC CHARITIES HOMELESS SERVICES
	TARGET AREA	CITYWIDE
	GOALS SUPPORTED	PUBLIC SERVICES
	NEEDS ADDRESSED	HOMELESS
	FUNDING	CDBG: $73,643.60
	DESCRIPTION	TBD
	TARGET DATE	6/30/2020
	ESTIMATE THE NUMBER AND TYPE OF FAMILIES THAT WILL BENEFIT FROM THE PROPOSED ACTIVITIES	560 INDIVIDUALS
	LOCATION DESCRIPTION	CITYWIDE
	PLANNED ACTIVITIES	TBD
8	PROJECT NAME	FSS - COVID-19 INFECTIOUS DISEASE RESPONSE FOR INDIVIDUALS EXPERIENCING HOMELESSNESS
	TARGET AREA	CITYWIDE
	GOALS SUPPORTED	OPERATING SUPPORT
	NEEDS ADDRESSED	PUBLIC SERVICES AND ECONOMIC OPPORTUNITIES ADDRESSING HOMELESSNESS

	FUNDING	**CDBG-CV: $250,000**
	DESCRIPTION	**FLAGSTAFF SHELTER SERVICES (FSS) WILL PROVIDE EXPANDED SHELTER AND SERVICES IN RESPONSE TO THE COVID-19 INFECTIOUS DISEASE PANDEMIC. THE FSS COVID-19 INFECTIOUS DISEASE RESPONSE WOULD PROVIDE ALTERNATIVE, TEMPORARY SHELTER TO A MINIMUM OF 100 MEDICALLY VULNERABLE INDIVIDUALS AT HEIGHTED RISK OF SEVERE INFECTION AND EXPOSURE TO COVID-19. FLAGSTAFF SHELTER SERVICES WILL UTILIZE PHYSICAL SPACE LEFT VACANT BY THE TEMPORARY RE-LOCATION OF HIGH-RISK CLIENTS IN AN ATTEMPT TO CREATE APPROPRIATE SOCIAL DISTANCE AND SEPARATION BETWEEN REMAINING CLIENTS IN ORDER TO EXPAND ON-SITE DAY SERVICES. THE AGENCY WILL USE CDBG FUNDS TO PROVIDE TEMPORARY OFF-SITE SHELTER, PURCHASE CRUCIAL BIOHAZARD SUPPLIES TO PROTECT CLIENTS AND STAFF AND TO HIRE ADDITIONAL SUPPORT FOR THE SUPERVISION OF CLIENTS DURING THE DAYTIME HOURS.**
	TARGET DATE	**6/30/2020**
	ESTIMATE THE NUMBER AND TYPE OF FAMILIES THAT WILL BENEFIT FROM THE PROPOSED ACTIVITIES	**FLAGSTAFF SHELTER SERVICES WILL SERVE ONE HUNDRED (100) MEDICALLY VULNERABLE/HIGH-RISK INDIVIDUALS EXPERIENCING HOMELESSNESS WITH TEMPORARY, OFF-SITE SHELTER DURING THE COVID-19 PANDEMIC. FLAGSTAFF SHELTER SERVICES WILL PROVIDE AN ADDITIONAL ONE HUNDRED (100) INDIVIDUALS EXPERIENCING HOMELESSNESS WITH CRUCIAL DAY SERVICES ALLOWING FOR NECESSARY SOCIAL DISTANCING AND PREVENTION OF COMMUNITY SPREAD OF THE COVID-19 INFECTIOUS DISEASE.**
	LOCATION DESCRIPTION	**THE SERVICES WILL BE PROVIDED AT NORTHERN ARIZONA'S LARGEST EMERGENCY SHELTER, FLAGSTAFF SHELTER SERVICES.**

	PLANNED ACTIVITIES	**THE FSS COVID-19 INFECTIOUS DISEASE RESPONSE WOULD PROVIDE ALTERNATIVE, TEMPORARY SHELTER TO A MINIMUM OF 100 MEDICALLY VULNERABLE INDIVIDUALS AT HEIGHTED RISK OF SEVERE INFECTION AND EXPOSURE TO COVID-19. FLAGSTAFF SHELTER SERVICES WILL UTILIZE PHYSICAL SPACE LEFT VACANT BY THE TEMPORARY RE-LOCATION OF HIGH-RISK CLIENTS IN AN ATTEMPT TO CREATE APPROPRIATE SOCIAL DISTANCE AND SEPARATION BETWEEN REMAINING CLIENTS IN ORDER TO EXPAND ON-SITE DAY SERVICES.**

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has designated four target areas. These target areas encompass many of the areas of low-income and minority concentration and include:

- Sunnyside - Census Tract 3, Block Group 2, 3, & 4.
- Southside - Census Tract 8, Block Group 1.
- Pine Knoll - Census Tract 8, Block Group 2.
- La Plaza Vieja - Census Tract 11.02, Block Group 3

Geographic Distribution

Target Area	Percentage of Funds
Sunnyside	41
La Plaza Vieja	0
Southside	0
Pine Knoll	0
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Proposals are evaluated based on CDBG eligibility and funding criteria that include the ratio of dollars per person that will benefit, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations among other factors.

Discussion

The City strives to utilize CDBG funds in target areas; however, the actual distribution of funds to target areas depends on the number and type of proposals that are received. This fiscal year 41% of CDBG funds will be expended in the Sunnyside Target Area and the remainder will be expended citywide.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Annual Action Plan requirement is to provide information on the number of households that will benefit from affordable housing and the types of housing these households will be supported through. The following HUD tables define the City's goals for the number of households that will be provided housing by housing activity.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	5
Total	11

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	11

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Over the coming year a total of 11 households will benefit. Five (5) newly constructed transitional housing units will be established in the Flagstaff community and offered to survivors of domestic violence. Additionally, six (6) low to moderate households will receive housing rehabilitation services through the City of Flagstaff's Owner Occupied Housing Rehabilitation Program.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Flagstaff Housing Authority provides 265 public housing units, 12 moderate rehab units, 358 housing choice vouchers and 66 Veterans Affairs Supportive Housing Vouchers. The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

Actions planned during the next year to address the needs to public housing

All major systems within the developments are in good repair due to an established life cycling system. Identified capital needs include replacing water lines, siding, roofs, water heaters and countertops.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has multiple goals and objectives created to increase resident involvement including: ongoing surveys and formal annual resident input and participation to ensure the public housing environment is appealing and up-to-date; providing maintenance and repair training prior to occupancy; using the Siler Homes Activity Center as a base for various resident services including resource referral and goal setting for residents seeking economic self-sufficiency; establishing community partnerships to provide programming relevant to residents; continuing resident orientation; partnering with the Boys and Girls club to provide free on-site programs; and resident meetings, barbeques and newsletters to help residents with education, employment, job training and youth services.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Flagstaff's Housing Authority is a high preforming PHA.

Discussion

The City of Flagstaff Housing Authority provides 265 public housing units, 12 moderate rehab units, 358 housing choice vouchers and 66 Veterans Affairs Supportive Housing Vouchers. The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are in good repair. The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is not a direct recipient of Emergency Solutions Grant funds from HUD yet invests a significant amount of financial and staff resources in addressing the needs of people experiencing homelessness and people with special needs. This section describes the City's one-year goals and actions for reducing and ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Continuum of Care members may apply for CDBG funds to assist street outreach, but with limited public service dollars, local agencies choose to apply for support in prevention and diversion programs. There are currently three nonprofit organizations that conduct outreach services, two of which only serve veterans. Funded programs are highly encouraged to participate in coordinated entry and the C of C's individual assessment plan (VI-SPDAT).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City and Coconino County's Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing. In the 2019 Point in Time Count 803 men, women and children were experiencing homelessness in Coconino County. Approximately 801 people remain on income restricted complex waitlists which 1,250 people were on the waitlist in 2018. The high cost of housing and a 20% employment rate among individuals experiencing homelessness means that these individuals and families may require a longer stay in shelter or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. During the coming year, one agency will receive funds to support emergency shelter and housing services. The City and Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing, yet the large number of homeless individuals and families, the high cost of housing and a 20% employment rate among homeless

individuals means that homeless individuals and families may require a longer stay in transitional housing. The City will also continue its active participation in the Coconino County Continuum of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

During the coming year the City will provide operational dollars to Flagstaff Shelter Services which will create a comprehensive workforce development program tailored specifically for individuals experiencing homeless. The program will provide employment case management and will address common barriers to job placement and retention. Flagstaff Shelter Services will hire new staff. This public services activity will also utilize CDBG dollars to purchase discounted monthly bus passes for participants. 200 individuals experiencing homelessness will be served with permanent job placement.

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. The City will also continue its active participation in the Coconino County Continuum of Care.

The City of Flagstaff Housing Authority has focused on placement of homeless veterans through the VASH rental voucher program. Other agencies have a strong record of success in placing and keeping homeless individuals housed through rapid re-housing programs.

Discussion

The City is an active participant in the local Continuum of Care and staff members participate in multiple committees and lead the annual Point in Time (PIT) count which is conducted for the Arizona Rural Continuum of Care. The City will continue to implement VASH Vouchers for Veterans experiencing homelessness. The City of Flagstaff Housing Section also provides Certification of Consistency associated with the 2016 Consolidate Plan.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing barriers are regulatory or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state and federal government, as well as related industries, such as the real estate, insurance and finance industries.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." To identify potential local public barriers to affordable housing development, the City completed HUD's Regulatory Barriers checklist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Over the past decade, the City has taken extensive steps to remove barriers and promote affordable housing development, including the development of an Incentive Policy for Affordable Housing (IPAH), adopted in October 2009 and later integrated into the City zoning code. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI).

Discussion:

The IPAH incentivizes developments that commit to permanently affordable housing units. When a developer takes advantage of the incentives offered under the IPAH, the affordable units are legally committed to the intended population through occupancy, resale and rent restrictions.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the City established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding. The City addresses this obstacle by prioritizing CDBG projects that provide leverage funding to meet the needs of a larger number of people.

Actions planned to foster and maintain affordable housing

The City's Incentive Policy for Affordable Housing (IPAH) will continue to be implemented. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI). The IPAH standards may be applied to rental housing, homeownership housing, and shelter, as well as to expiring affordable housing developments. The IPAH incentivizes developments that commit to permanently affordable housing units.

Actions planned to reduce lead-based paint hazards

Distribute lead poisoning and lead hazard information to participants in federally-funded programs and to any interested resident. The City plans to rehabilitate 6 homes during the coming year and will provide lead-based paint hazard information to an estimated 8 applicants for owner occupied housing rehabilitation assistance.

The City follows a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and

removal of lead-based paint are provided to program participants, contractors and project sponsors. The City has licensed contractors who are available to perform limited abatement and/or removal procedures if lead-based paint is present. Full abatement services are contracted with licensed contractors located outside of the City.

2. Section 8 Housing Choice Vouchers. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.
3. Public Education. Lead hazard information is distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will reduce the number of poverty level households by providing CDBG public services resources to local agencies that provide social supports, and eviction and foreclosure prevention. The City will also continue to rehabilitate housing units owner-occupied by households living at or below the poverty level to support these households in retaining quality, safe housing. Households living below the poverty level will also be made aware of the various local services available that provide an economic safety net and opportunities for increased earnings.

Actions planned to develop institutional structure

The City of Flagstaff has well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. The Housing Section works closely with nonprofit organizations to ensure that CDBG funds reach the neediest Flagstaff residents and neighborhoods. Organizations must annually apply for CDBG funds for eligible activities. The City also works closely with and is a member of the Coconino County Continuum of Care.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

The Flagstaff Community has implemented a Coordinated Entry System for those experiencing homelessness, known as the Front Door. The Front Door Specialist conducts an assessment using The

Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT). The Front Door collaboration has united the Flagstaff community and the local Continuum of Care to fast track those in crisis to the best program to end that crisis.

On a weekly basis, a cadre of service providers meet for the Case Conferencing Team Meeting. Each case manager is representing his or her own agency that has signed the Service Provider MOU. The purpose of this meeting is to have a real-time discussion of each person or family on the community waitlist and to utilize scores from the VI-SPDAT to ensure fast and appropriate referrals to end homelessness for those on the list.

The Front Door is a cost-effective strategy that prioritizes a community conversation about how the systems function together, where the gaps in services exist, and how to answer the need. No longer will those in crisis be forced to go from shelter to shelter to access services.

Discussion:

NA

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	80,227
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**80,227**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Attachments

Citizen Participation Comments

From:	Gallegos, Norma
To:	Leah Bloom
Cc:	Harlos, Susan; Neuman, Scott; Wear, Rosie
Subject:	2019 City of Flagstaff CDBG Request for Proposal Application
Date:	Monday, February 4, 2019 9:46:35 AM
Attachments:	image001.png image003.png

Good morning Leah, just to follow up on our conversation. Community Services is going to take off this year and will not be applying for this grant. We have always used these funds for eviction prevention because we do not have enough rental funds to meet the housing needs in the community. As I mentioned at the Public Hearing last week, it's difficult to come up with a new service when it comes to providing rental assistance because we already provide case management and financial empowerment to families who are requesting services.

We have heard from the community as well as staff that the federal requirements for these funds in terms of paperwork etc.), creates more of a barrier to households who end up not returning because of the documentation that is required for this grant, which is unfortunate.

Taking this year off will give us time to see if there are other opportunities where this grant could assist us in our Mission since it is a grant that is available each year.

Please let me know if you have any questions.

Thank you.

Norma Gallegos, Interim Director
Community Services Department
2625 N. King Street, Flagstaff, AZ 86004
Office: (928) 679-7455
ngallegos@coconino.az.gov

"Empowering well-being and prosperity in Coconino Communities"

Grantee SF-424's and Certification(s)

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Barbara Harbin
Signature of Authorized Official

5/31/19
Date

City Manager
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

5/31/19
Date

City Manager
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

5/31/19
Date

City Manager
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 06/5/2019	4. Applicant Identifier:	
5a. Federal Entity Identifier:	5b. Federal Award Identifier: B19-MC-04-0510	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Flagstaff
* b. Employer/Taxpayer Identification Number (EIN/TIN): 86-6000244	* c. Organizational DUNS: 0883026250000

d. Address:

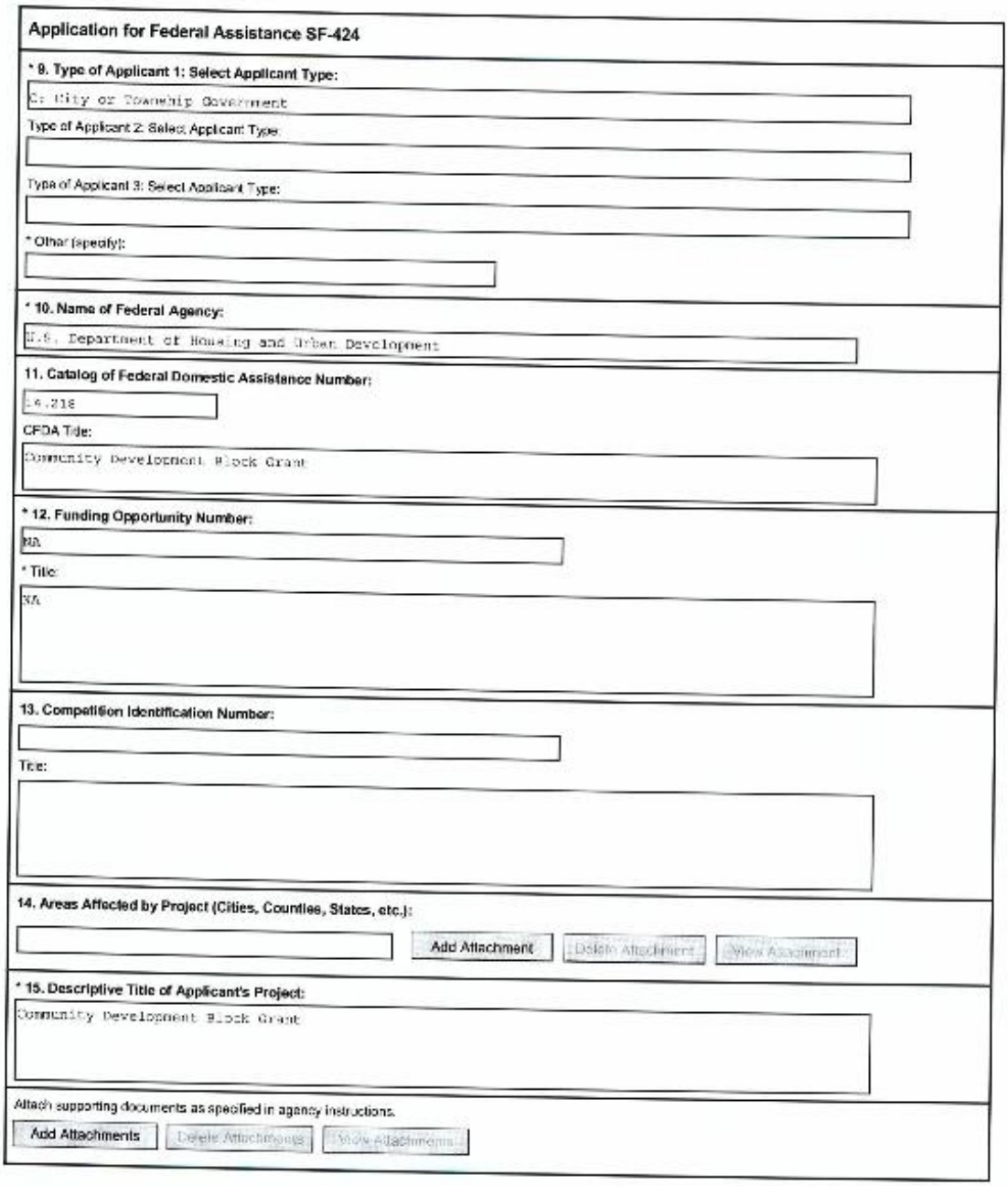
* Street1:	211 West Aspen Avenue
Street2:	
* City:	Flagstaff
County/Parish:	
* State:	AZ: Arizona
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	86001

e. Organizational Unit:

Department Name: Community Development	Division Name: Housing Section

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.	* First Name:	Leah
Middle Name:	E.		
* Last Name:	Bloom		
Suffix:			
Title:	Housing and Grants Administrator		
Organizational Affiliation:			
* Telephone Number:	928-213-2752	Fax Number:	
* Email:	LBloom@FlagstaffAZ.gov		



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

* 12. Funding Opportunity Number:

NA

* Title:

NA

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

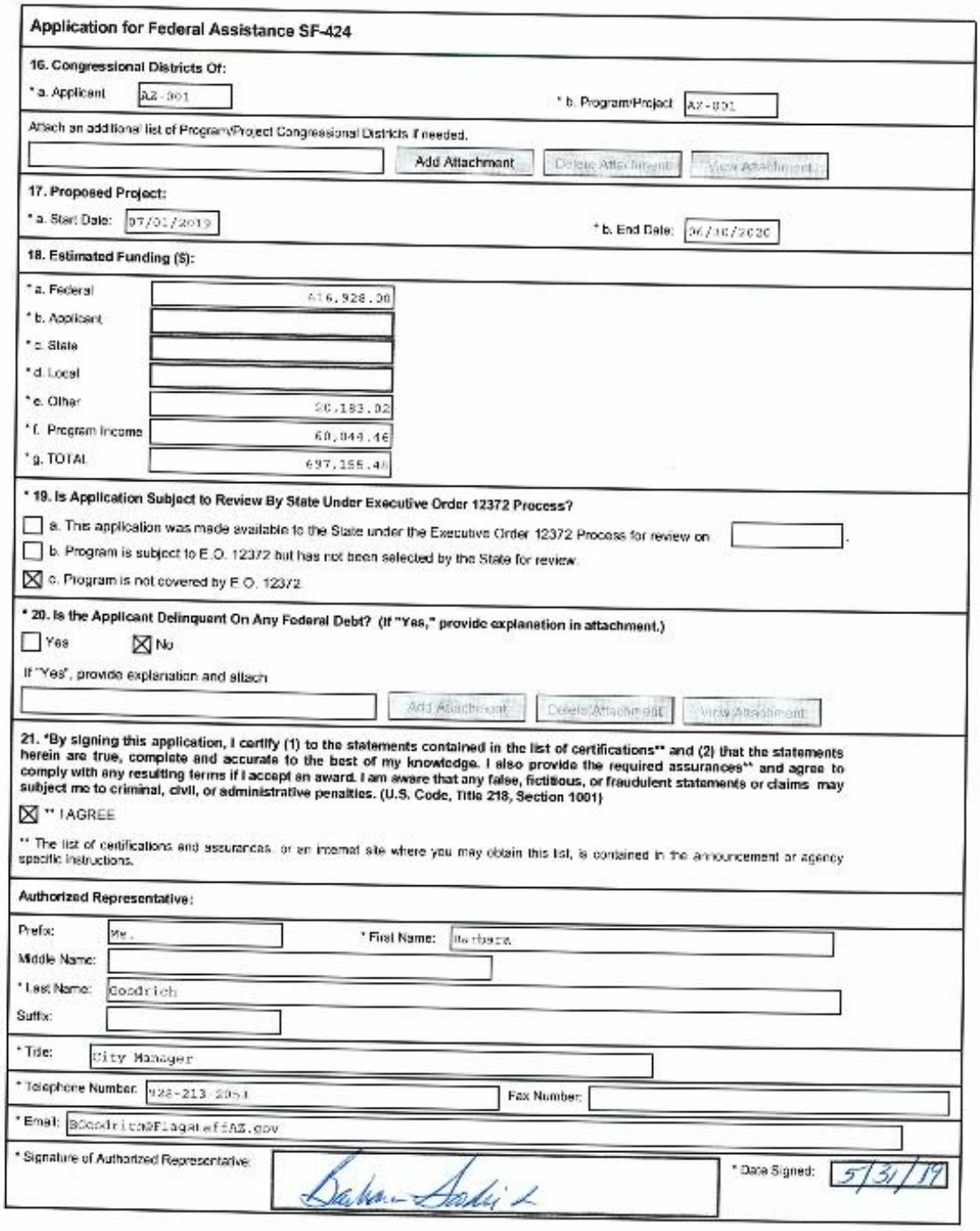
* 15. Descriptive Title of Applicant's Project:

Community Development Block Grant

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

1



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AZ-001 * b. Program/Project: AZ-001

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2019 * b. End Date: 06/30/2020

18. Estimated Funding ($):

* a. Federal	416,928.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	20,183.02
* f. Program Income	60,044.46
* g. TOTAL	497,155.48

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Ms.
* First Name:	Barbara
Middle Name:	
* Last Name:	Goodrich
Suffix:	
* Title:	City Manager
* Telephone Number:	928-213-2051
Fax Number:	
* Email:	BGoodrich@flagstaffAZ.gov
* Signature of Authorized Representative:	Barbara Goodrich
* Date Signed:	5/31/19

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

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Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Barbara Goodrich	Barbara Goodrich, City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Flagstaff - Community Development Block Grant	05/23/2019

SF-424D (Rev. 7-97) Back

7. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-24: A resolution of the Flagstaff City Council, authorizing the acquisition of real property interests necessary for the Rio De Flag Flood Control Project, confirming that the project is a public use for the benefit of the residents of the City of Flagstaff; providing for delegation of authority, condemnation authority, prior approval of purchases; and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-24 by title only
2) City Clerk reads Resolution No. 2020-24 by title only (if approved above)
3) Adopt Resolution No. 2020-24

Executive Summary:

The proposed resolution authorizes the acquisition of real property interests necessary for the Rio de Flag Flood Control Project, as shown in the attached legal descriptions (legal descriptions 'Exhibit 2' will be attached prior to the final packet going out). The resolution will also delegate authority to the City Manager and staff to proceed with acquisition without any further need for Council approvals, as the City has been directed to obtain all such real property interests by the summer of 2020, and time is of the essence. As stated by staff in February 2020, we will continue to bring additional resolutions and legal descriptions for the acquisition of property interests for the project as they are completed.

The City of Flagstaff has been working on the Rio de Flag Flood Control Project over the last 20 years to remove the 100-year floodplain from the Downtown area, Southside, and Northern Arizona University (NAU) campus. A significant flood event could cause property damage to over 1,500 structures with an estimated cost of over one billion dollars. Over the years the City Council has approved agreements, ordinances, and stormwater fee increases supporting drainage and flood control projects and the continued cooperation with the U.S. Army Corps of Engineers (USACE).

On February 10, 2020, the City of Flagstaff was informed that $52,000,000 has been programmed in USACE's work plan in the federal fiscal year 2020 for the construction of the Rio de Flag Flood Control Project in Flagstaff, Arizona. This money is the federal contribution toward the project.

Financial Impact:

The City will be paying property owners just compensation for the real property interests being acquired from them unless they choose to donate the property interests needed. Offers are based on the value determined by a third-party appraiser per federal project regulations and standard appraisal methodology. The City will pay for the real property interests being acquired, account number 206-08-385-3236-0-4433 which will be funded by the City's Stormwater fee as approved by Council in January 2019. Properties are currently in the process of being appraised, a final cost for acquisitions is not available at this time. Not all appraisals have been completed, and a final cost for acquisitions is not available at this time. The City of Flagstaff's financial contribution toward the project is approximately $36,000,000.

Policy Impact:

None

Connection to Council Goal, Regional Plan, CAAP, and/or 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 – Foster a Resilient and Economically Prosperous City:

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

Has There Been Previous Council Decision on This:

Yes, see Background/History.

Options and Alternatives:

1. Approve the resolution.
2. Reject resolution and redirect staff.

Background/History:

- October 6, 1998 - the City Council adopted Ordinance No. 1983 authorizing the acquisition of real property for flood control and to provide the opportunity for future development along the Rio de Flag and the Clay Avenue Wash alignments.
- In 2000 the project was authorized by the Federal Water Resources Development Act.
- August 13, 2004 - USACE and the City entered into a Project Cooperation Agreement for construction of the Rio de Flag Flood Control Project and, per Articles III and IV, the City shall acquire real property necessary for the project.
- 2005 the design of the main stem began.
- 2009-2013 components of the design were constructed for Clay Avenue Wash Detention Basin, Thorpe Road Bridge and Butler Tunnel.
- August 4, 2009 - the City Council adopted an Ordinance No. 2009-22 amending Ordinance No. 1983 to add parcels of real property for flood control and redevelopment within the Rio de Flag Flood Control Project.
- In the federal fiscal year of 2019, USACE received funding to complete the project plans.

- January 2019 - City Council approved a Stormwater Fee increase to fund drainage and flood control projects, including the Rio de Flag.
- March 19, 2019 - City Council awarded a professional services contract with Beta Public Relations, LLC on, for a Public Outreach Campaign.
- June 11, 2019 - staff provided a project update to City Council and received direction to proceed.
- October 15, 2019 - staff provided a project update to City Council and received direction from the Council to proceed with the project.
- February 10, 2020 - USACE programmed $52,000,000 in their work plan for the federal fiscal year 2020 for the construction of the Rio de Flag Flood Control Project.
- February 18, 2020 - Council approved Resolution 2020-05 for property acquisition along the Upper Reach and Lower Reach project areas. (Due to design changes the Upper Reach acquisitions will need to be updated in the future)(Attached is a list of the acquisitions approved in February).

Key Considerations:

The U.S. Army Corps of Engineers has appropriated $52,000,000 for the fiscal year 2020 for the Rio de Flag Project and has directed the City of Flagstaff to acquire the necessary property interests needed for the project by the summer of 2020.

Community Benefits and Considerations:

Remove the 100-year floodplain from the City of Flagstaff downtown area, Southside, and the NAU campus. This will protect the community from flood-related damages in the event of a 100-year flood.

Community Involvement:

City staff has held numerous public outreach events to update the community on the status of the Rio de Flag Flood Control Project. Public meetings and Council updates will continue throughout the completion of design and construction. The presentations, associated material and the minutes of these ongoing Council updates will be posted to the project's dedicated website at:

https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control

Attachments: Res. 2020-24
Exhibit 1 - Map of Phase 1
Exhibit 2
Feb 2020 properties

RESOLUTION NO. 2020-24

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS NECESSARY FOR THE RIO DE FLAG FLOOD CONTROL PROJECT, A PUBLIC USE, PROVIDING FOR DELEGATION OF AUTHORITY, CONDEMNATION AUTHORITY, PRIOR APPROVAL OF PURCHASES; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council adopted an Ordinance No. 1983 on October 6, 1998 authorizing the acquisition of real property for flood control and to provide the opportunity for future development along the Rio de Flag and the Clay Avenue Wash, situated within Section 16, the southwest quarter of Section 15, the north half of Section 21, the north half of Section 22, and the northwest quarter of Section 23, Township 21 North, Range 7 East, Gila and Salt River Meridian Coconino County Arizona;

WHEREAS, the City Council adopted an Ordinance No. 2009-22 on August 4, 2009 amending Ordinance No. 1983 to add parcels of real property for flood control and redevelopment within the Rio de Flag Flood Control Project;

WHEREAS, the City Council approved Resolution No. 2020-05 on February 18, 2020, which approves acquisition of property interests needed for the Lower Reach and Upper Reach of the Rio de Flag (this resolution will need to be amended in the future as there will be different legal descriptions for the Upper Reach per revised design documents);

WHERAS, the City Council is approving this Resolution No. 2020-24 to approve acquisition of additional property interests needed for Phase 1 of the project, which includes the Lower Reach and Clay Avenue wash;

WHEREAS, the City of Flagstaff ("the City") has authority to acquire real property pursuant to Article 1, Section 3 of the Charter of the City of Flagstaff;

WHEREAS, the City has authority acquire real property necessary for a public use by right of eminent domain (condemnation), pursuant to A.R.S. §§ 9-240, 9-276, 12-1111, 12-1113, and pursuant to A.R.S. § 12-1142 for a public works project funded in part by a federal agency;

WHEREAS, the U.S. Department of the Army and the City entered into a Project Cooperation Agreement for construction of the Rio de Flag Flood Control and Recreation Project dated August 13, 2004, and, per Articles III and IV, the City shall acquire real property necessary for the project;

WHEREAS, the U.S. Army Corps of Engineers has approved $52 million in funding for its FY2020 Work Plan for the Rio de Flag Flood Control and Recreation Project;

WHEREAS, City has adopted storm water fees to generate revenues for flood control and storm water projects, has included the Rio de Flag Flood Control and Recreation Project in its Capital Improvement Program (CIP), so the City is able to pay its required share of funding for the project;

WHEREAS, the U.S. Army Corps of Engineers, in consultation with the City and the design engineer, has determined that the real properties identified in this resolution are necessary for

the project;

WHEREAS, the City is obtaining appraisals and review appraisals by the U.S. Army Corps of Engineers to determine the just compensation to be paid for the real property interests necessary for the project.

ENACTMENTS:

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

SECTION 1. In General.

Although broad authority for acquisition of the property interests necessary for the Rio de Flag Project is provided for under Ordinance No. 1983, as amended by Ordinance No. 2009-22, the City Council hereby desires to more specifically approve acquisition of additional property interests necessary for the construction and completion of Phase 1 of the Rio de Flag Flood Control Project (which includes areas known as the Lower Reach of the Rio de Flag and the Clay Avenue Wash), as conceptually depicted in the map attached hereto as Exhibit 1, and legally described in the attached Exhibit 2 ("the Real Property Interests").

SECTION 2. Delegation of Authority.

The City Manager and his designees, including the Real Estate Manager and City Attorney's Office are hereby authorized to negotiate with the owners of the Real Property, with the intent to obtain the necessary property by donation, and with the approval of the terms and conditions of sale by the City Manager, including just compensation to be paid, by purchase.

SECTION 3. Condemnation Authority.

When, in the opinion of the City Manager, it appears that it will be necessary to institute and prosecute condemnation actions, the City Attorney is authorized to initiate the actions and proceed on behalf of the City or with the approval of the City Manager to retain the services of private counsel to do so. All legal actions necessary or appropriate to acquire the Real Property, including any negotiated settlement, may proceed without the need for any further approval of the City Council.

SECTION 4. Prior Approval of Purchases.

The City Council hereby gives its prior approval for purchases of the Real Property without the need for any further approval of the Council.

The City Council hereby directs the City Manager and Real Estate Manager to provide updates on the status of acquisitions upon the request of a Council Member, to all Council Members.

SECTION 5. Effective Date.

This Resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May, 2020

MAYOR

ATTEST:

CITY CLERK

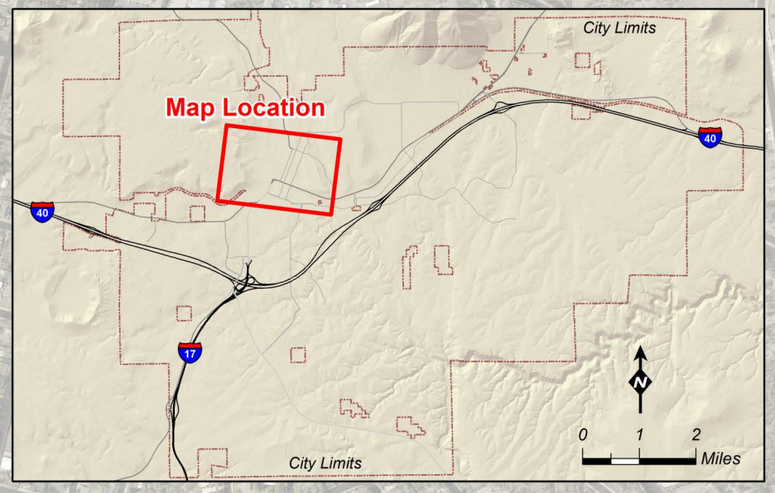
APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit 1 Map showing Phase 1
Exhibit 2 Legal descriptions for additional property interests for Phase 1

Rio de Flag Flood Control Project

Property Rights



- *Proposed Rio de Flag Channel*
- *Private Property*
- *BNSF Property*
- *City of Flagstaff*
- *Streets*

N

0 300 600 900 Feet

PHASE I

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

EXHIBIT 2
RIO DE FLAG FLOOD CONTROL PROJECT PHASE 1 - ADDITIONAL PROPERTY INTERESTS

Intention is to acquire a perpetual easement, unless listed as a temporary work area easement. If deemed appropriate fee simple may be acquired in lieu of perpetual easement.

CLAY AVENUE WASH AREA

LEGAL DESCRIPTION APN: 100-39-005D

LEGAL DESCRIPTION APN: 103-01-001

TEMPORARY WORK AREA EASEMENT LEGAL DESCRIPTION APN: 103-01-001

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 103-01-007C

TEMPORARY WORK AREA EASMENT LEGAL DESCRIPTION APN: 103-01-007C

TEMPORARY WORK AREA EASEMENT LEGAL DESCRIPTION APN: 103-02-005Y

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 103-02-021

TEMPORARY WORK AREA EASEMENT LEGAL DESCRIPTION APN: 103-02-021

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 103-02-031

LEGAL DESCRIPTION APN: 103-02-033

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 103-06-004

LEGAL DESCRIPTION APN: 103-06-008A

TEMPORARY WORK AREA EASEMENT LEGAL DESCRIPTION APN: 103-06-018E

LEGAL DESCRIPTION APN: 112-04-012

LEGAL DESCRIPTION APN: 112-35-001A

TEMPORARY WORK AREA EASEMENT LEGAL DESCRIPTION MCCRACKEN VILLAGE UNIT 1

LEGAL DESCRIPTION APN: 103-06-018A, 103-06-019, 103-06-017A, 103-06-003B

LOWER REACH (see also Resolution No. 2020-05)

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 104-07-005T

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 104-07-005W

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 104-07-007C

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 104-07-009(1)

RIGHT-OF-WAY LEGAL DESCRIPTION APN: 104-07-009(2)

CLAY AVENUE WASH AREA

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 100-39-005D

A portion of that parcel of land described in Instrument Number 3524794, Official Records of Coconino County, lying within the southeast quarter of Section 16, and northeast quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said parcel, said point being in common with the northwesterly Right-of-Way line of South Mikes Pike, from which a point on the southeasterly line of said parcel, and said Right-of-Way line bears South 57°15'34" West, 201.20 feet;

Thence along said southeasterly line, and said Right-of-Way line, South 57°15'34" West, 121.28 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said southeasterly line, and said Right-of-Way line, South 57°15'34" West, 79.92 feet to the beginning of a non-tangent curve concave to the north having a radius of 8.00 feet and a central angle of 57°32'43" and being subtended by a chord which bears South 86°02'40" West, 7.70 feet;

Thence leaving said Right-of-Way line, and along the southerly line of said parcel, and westerly along said curve, 8.03 feet to the southwest corner of said parcel, said point being in common with the easterly Right-of-Way line of South Milton Road and the beginning of a non-tangent curve concave to the west having a radius of 699.92 feet and a central angle of 3°17'36" and being subtended by a chord which bears North 24°54'17" East, 40.23 feet,

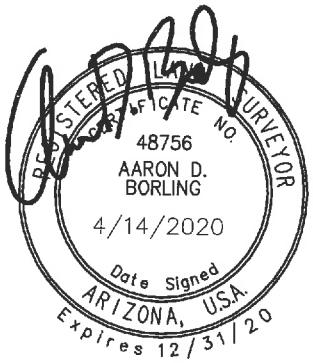
Thence along the westerly line of said parcel, and said Right-of-Way line, and northeasterly along said curve, 40.23 feet;

Thence leaving said westerly line and said Right-of-Way line, North 82°51'07" East, 58.42 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.026 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



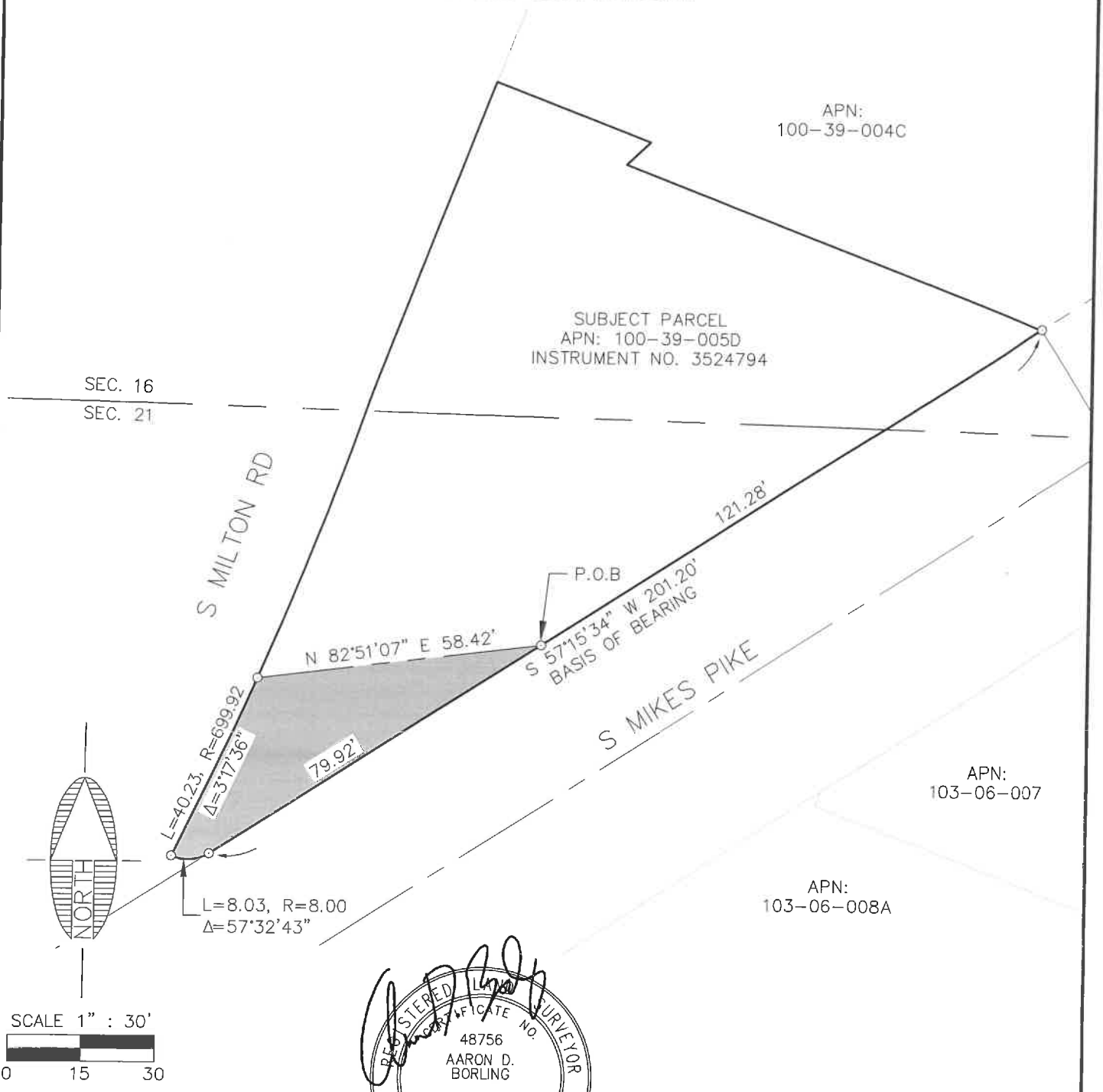
City File No.

Descriptive Title

PLOTTED: Apr 15, 2020–3:49pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, AND THE
NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 04/14/20
ARIZONA U.S.A.
Expires 12/31/20

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

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

JOB NO.	04473
DATE	APR 2020
SCALE	1" = 30'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 100–39–005D

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 100–39–005D.DWG ABORLING

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 103-01-001

A portion of that parcel of land as described in Instrument Number 3699146, Official Records of Coconino County (herein referred to as R1), located in the northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the northwest corner of said parcel, from which the northeast corner bears North 70°02'28" East, 1090.37 feet (Basis of Bearing North 70°08'03" East, 1090.87 feet per R1) and the **TRUE POINT OF BEGINNING;**

Thence along the northerly line of said parcel, North 70°02'28" East, 286.06 feet;

Thence leaving said northerly line, South 45°14'27" West, 7.26 feet;

Thence South 06°37'18" East, 64.59 feet;

Thence South 83°22'42" West, 22.00 feet;

Thence North 06°37'18" West, 37.54 feet;

Thence North 44°45'33" West, 7.69 feet;

Thence South 45°14'27" West, 143.11 feet;

Thence South 67°10'11" West, 87.56 feet;

Thence South 56°51'36" West, 22.82 feet to a point on the westerly line of said parcel;

Thence along said westerly line, North 25°52'38" West, 87.40 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.36 Acres, more or less.

Parcel 2:

Commencing at the northwest corner of said parcel, from which the northeast corner of said parcel bears North 70°02'28" East, 1090.37 feet (Basis of Bearing, North 70°08'03" East, 1090.87 feet per R1);

Thence along the northerly line of said parcel, North 70°02'28" East, 1026.09 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said northerly line, North 70°02'28" East, 64.28 feet to the northeast corner of said parcel;

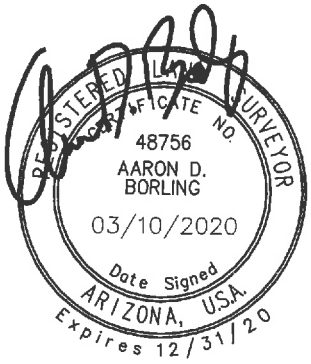
Thence along the easterly line of said parcel, South 28°35'37" East, 20.27 feet;

Thence leaving said easterly line, South 86°36'55" West, 70.24 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.02 Acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



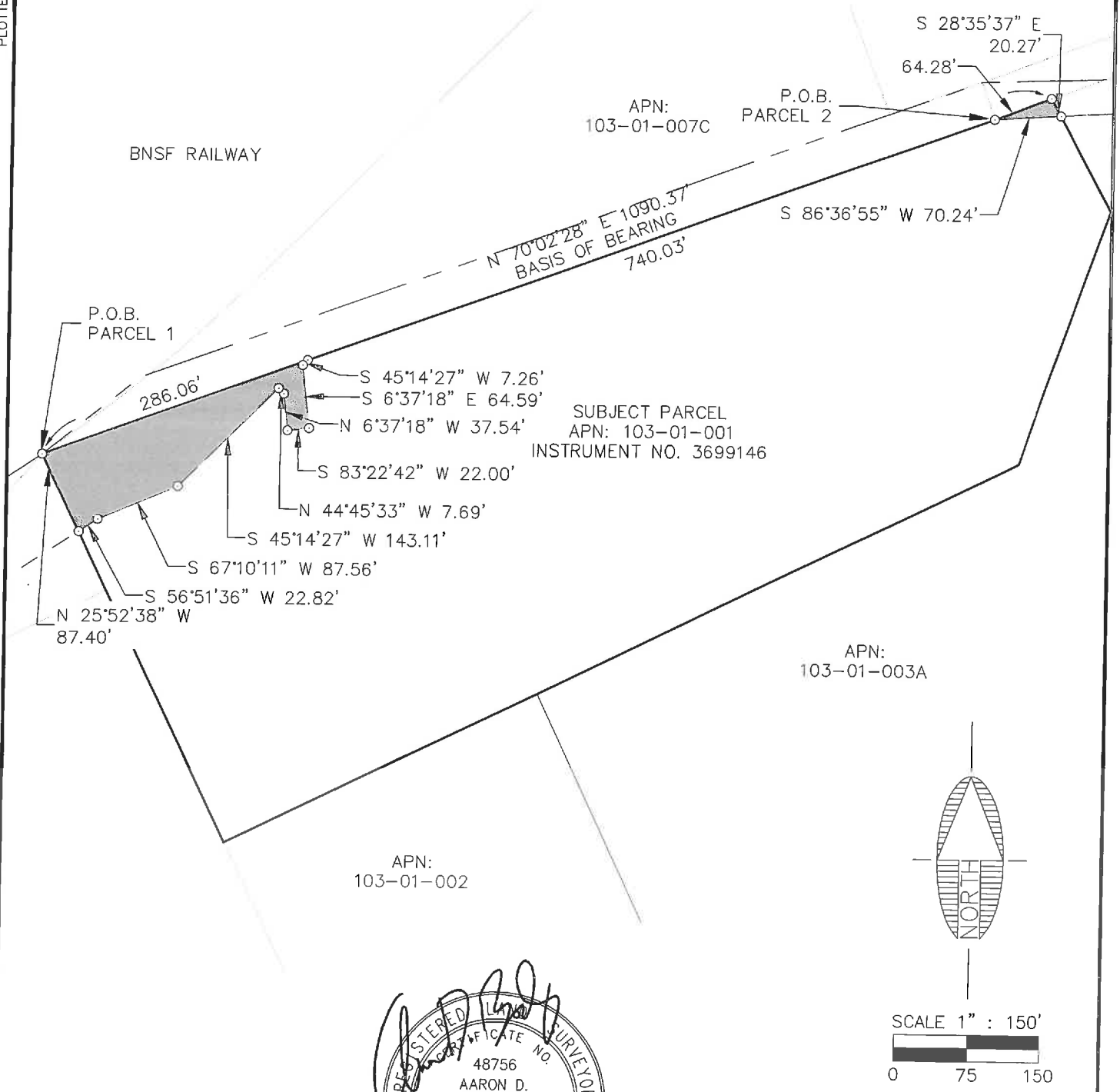
City File No.

Descriptive Title

PLOTTED: Mar 11, 2020-3:45pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 03/10/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 103-01-001.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	MAR 2020
SCALE	1" = 150'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-01-001

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
3
OF 3

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 103-01-001

A portion of that parcel of land as described in Instrument Number 3699146, Official Records of Coconino County (herein referred to as R1), located in the northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the northeast corner of said parcel, from which the northwest corner of said parcel bears South 70°02'28" West, 1090.37 feet (Basis of Bearing, South 70°08'03" West, 1090.87 feet per R1);

Thence along the easterly line of said parcel, South 28°35'37" East, 20.27 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said easterly line, South 28°35'37" East, 11.09 feet;

Thence leaving said easterly line, South 77°11'24" West, 44.68 feet;

Thence South 14°51'24" West, 23.60 feet;

Thence North 75°08'36" West, 36.50 feet;

Thence South 52°56'40" West, 36.87 feet;

Thence North 58°08'20" West, 35.22 feet;

Thence South 70°02'42" West, 154.99 feet;

Thence South 73°32'09" West, 116.92 feet to a point on the northerly line of said parcel;

Thence along said northerly line, North 70°02'28" East, 347.49 feet;

Thence leaving said northerly line, North 86°36'55" East, 70.24 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.12 Acres, more or less.

Parcel 2:

Commencing at the northwest corner of said parcel, from which the northeast corner bears North 70°02'28" East, 1090.37 feet (Basis of Bearing, North 70°08'03" East, 1090.87 feet per R1);

Thence along the northerly line of said parcel, North 70°02'28" East, 286.06 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said northerly line, North 70°02'28" East, 155.13 feet;

Thence leaving said northerly line, South 19°57'18" East, 10.13 feet;

Thence South 69°33'59" West, 148.74 feet;

Thence South 45°14'27" West, 18.51 feet;

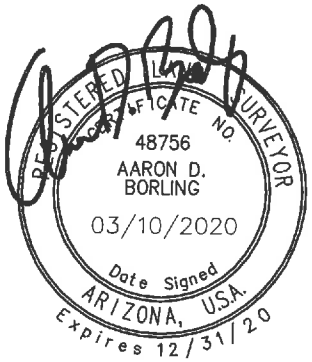
Thence North 06°37'18" West, 16.53 feet;

Thence North 45°14'27" East, 7.26 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.04 Acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



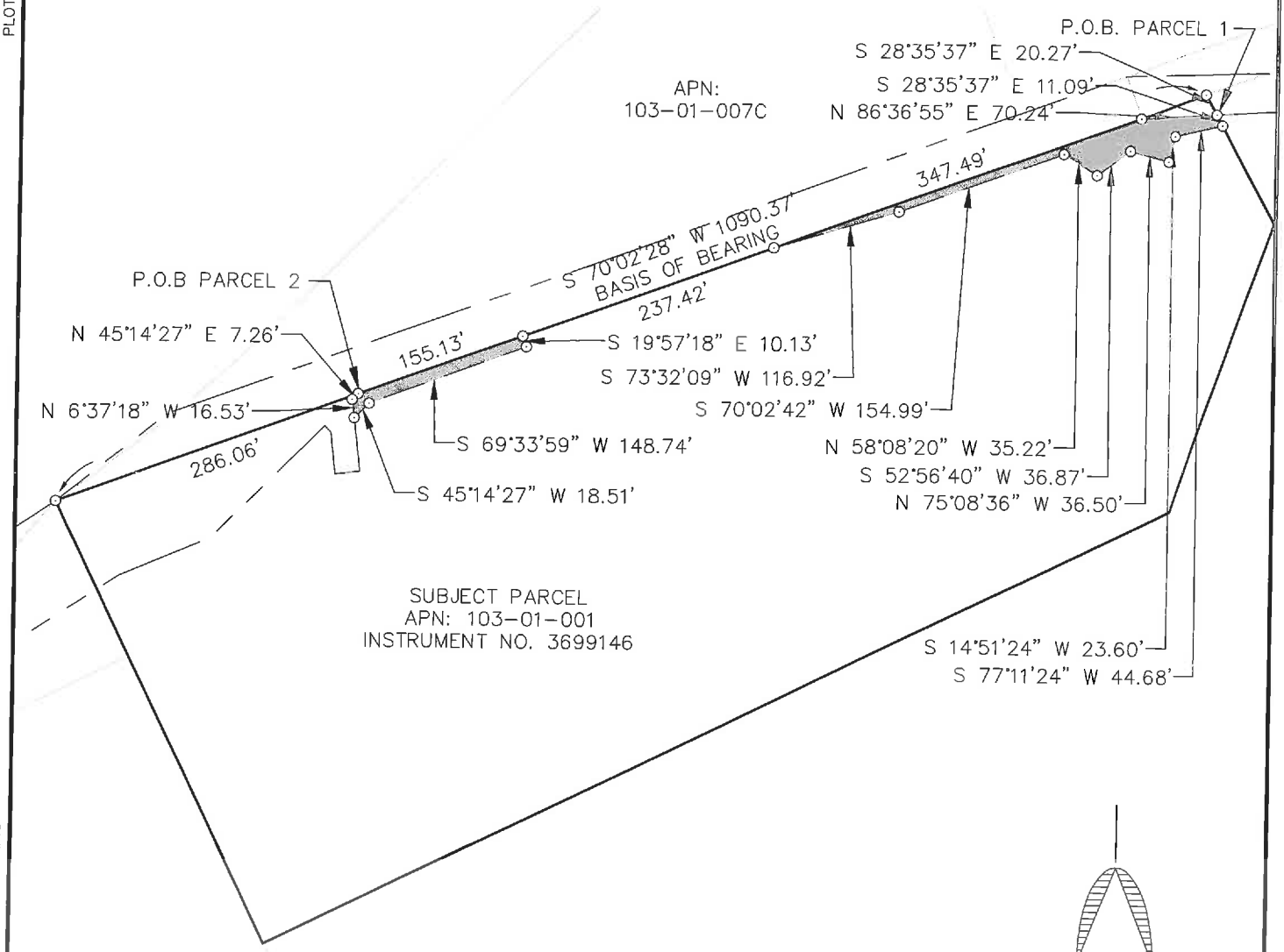
City File No.

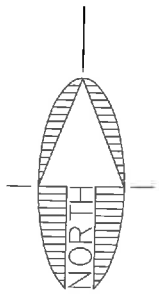
Descriptive Title

PLOTTED: Mar 11, 2020-3:53pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

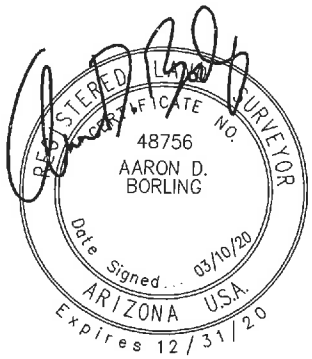
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA





SCALE 1" : 150'

0 75 150



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT TCE 103-01-001.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	FEB 2020
SCALE	1" = 150'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-01-001

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION
APN: 103-01-007C

A portion of that parcel of land as described in Instrument Number 3613815 (herein referred to as R1), Official Records of Coconino County located in the northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, and the **TRUE POINT OF BEGINNING;**

Thence along the southerly line of said parcel, South 70°02'28" West, 1026.50 feet (Basis of Bearing, South 70°16'36" West, 1026.24 feet per R1), to the southwest corner of said parcel and the beginning of a non-tangent curve concave to the northwest having a radius of 1532.04 feet and a central angle of 5°04'11" and being subtended by a chord which bears North 52°52'48" East, 135.51 feet;

Thence along the northwesterly line of said parcel, and northeasterly along said curve, 135.56 feet;

Thence leaving said northwesterly line, North 70°02'01" East, 797.07 feet, to a point on the easterly line of said parcel;

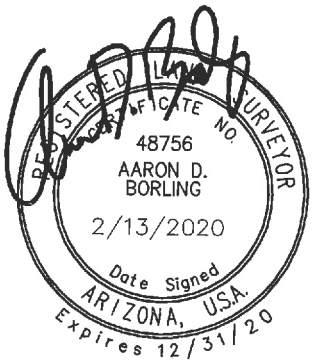
Thence along said easterly line, North 70°04'43" East, 99.96 feet;

Thence continuing along said easterly line, South 19°57'32" East, 40.02 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.88 Acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



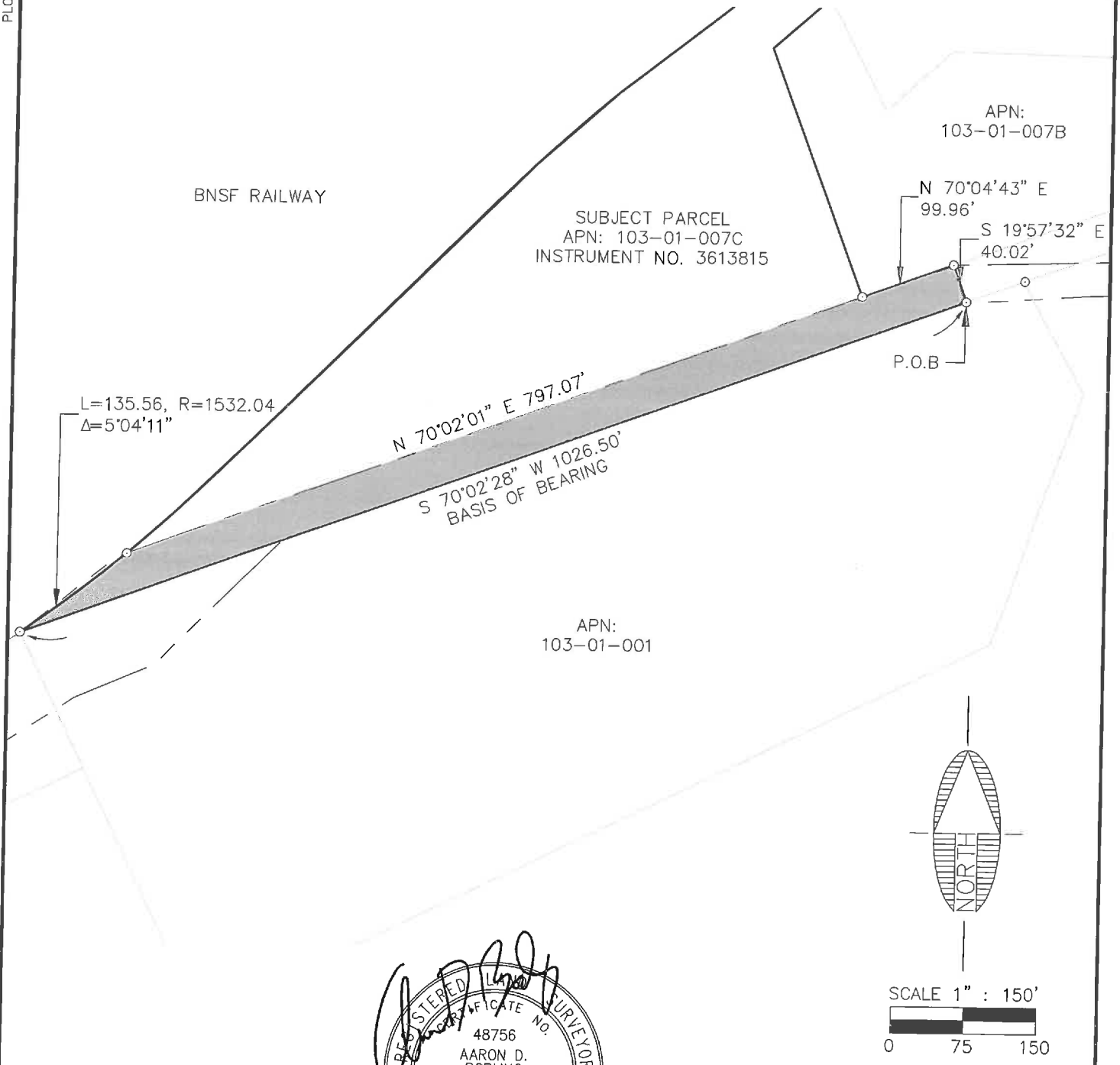
City File No.

Descriptive Title

PLOTTED: Feb 13, 2020-6:19pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 02/13/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 103-01-007C.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	FEB 2020
SCALE	1" = 150'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-01-007C

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
2
OF 2

EXHIBIT 'A'
TEMPORARY WORK AREA EASMENT
LEGAL DESCRIPTION
APN: 103-01-007C

A portion of that parcel of land as described in Instrument Number 3613815 (herein referred to as R1), Official Records of Coconino County located in the northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, from which the southwest corner bears South 70°02'28" West, 1026.50 feet (Basis of Bearing, South 70°16'36" West, 1026.24 feet per R1);

Thence along the easterly line of said parcel, North 19°57'32" West, 40.02 feet;

Thence continuing along said easterly line, South 70°04'43" West, 99.96 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said easterly line, South 70°02'01" West, 797.07 feet to a point on the northwesterly line of said parcel, and the beginning of a non-tangent curve concave to the northwest having a radius of 1532.04 feet and a central angle of 2°42'08" and being subtended by a chord which bears North 48°59'39" East, 72.24 feet;

Thence along said northwesterly line, and northeasterly along said curve, 72.25 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 2963.66 feet and a central angle of 2°00'00" and being subtended by a chord which bears North 45°52'10" East, 103.45 feet;

Thence continuing along said northwesterly line, and northeasterly along said curve, 103.45 feet;

Thence continuing along said northwesterly line, North 44°52'10" East, 304.61 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 3424.55 feet and a central angle of 1°37'01" and being subtended by a chord which bears North 45°30'41" East, 96.65 feet;

Thence continuing along said northwesterly line, and northeasterly along said curve, 96.65 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 1662.47 feet and a central angle of 3°53'59" and being subtended by a chord which bears North 48°25'20" East, 113.13 feet;

Thence continuing along said northwesterly line, and northeasterly along said curve, 113.15 feet;

Thence continuing along said northwesterly line, North 51°58'58" East, 171.55;

Thence leaving said northwesterly line, South 20°32'29" East, 61.20 feet to a point on the easterly line of said parcel;

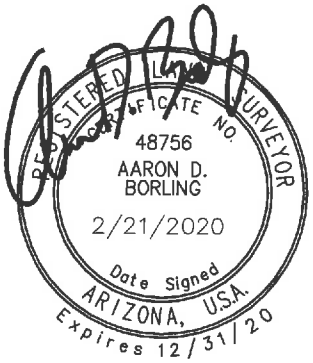
Thence continuing along said easterly line, South 48°45'13" West, 1.52 feet;

Thence continuing along said easterly line, South 20°50'33" East, 271.02 feet to the **TRUE POINT OF BEGINNING.**

Containing 3.19 Acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



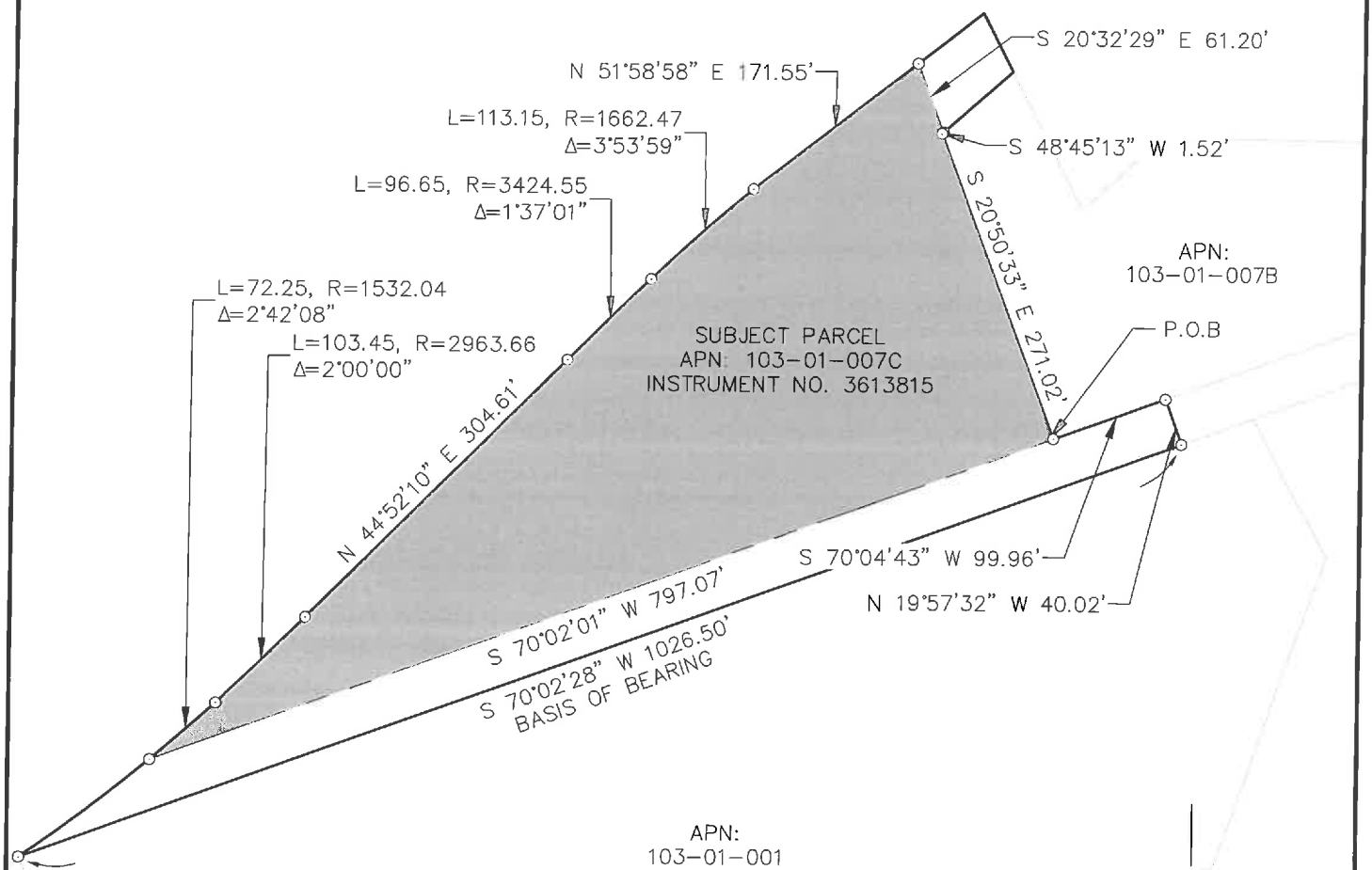
City File No.

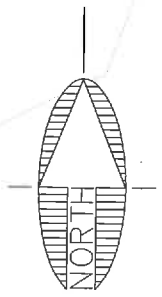
Descriptive Title

PLOTTED: Feb 21, 2020-3:30pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

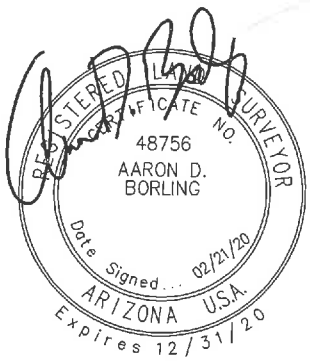
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA





SCALE 1" : 150'

0 75 150



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT TCE 103-01-007C.DWG ABORLING

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

JOB NO.	04473
DATE	JAN 2020
SCALE	1" = 150'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-01-007C

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION
APN: 103-02-005Y

A portion of that parcel of land as described in Instrument Number 3797213, Official Records of Coconino County (herein referred to as R1), lying within the Northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said parcel, said point being in common with the westerly Right-of-Way line of South Malpais Lane, from which the southeast corner of said parcel bears South 00°39'17" East, 299.87 feet (Basis of Bearing, South 00°02'45" East, 300.00 feet per R1) and the **TRUE POINT OF BEGINNING;**

Thence along the east line of said parcel, and said Right-of-Way line, South 00°39'17" East, 10.63 feet;

Thence South 86°21'34" West, 259.77 feet to a point on the west line of said parcel;

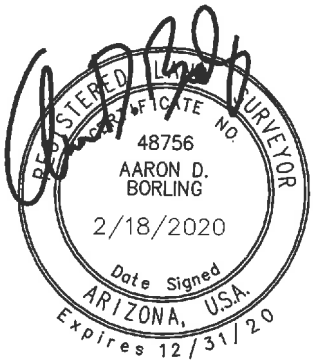
Thence along said west line, North 00°24'52" West, 18.25 feet to the northwest corner of said parcel;

Thence along the north line of said parcel, North 88°02'27" East, 259.41 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.09 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



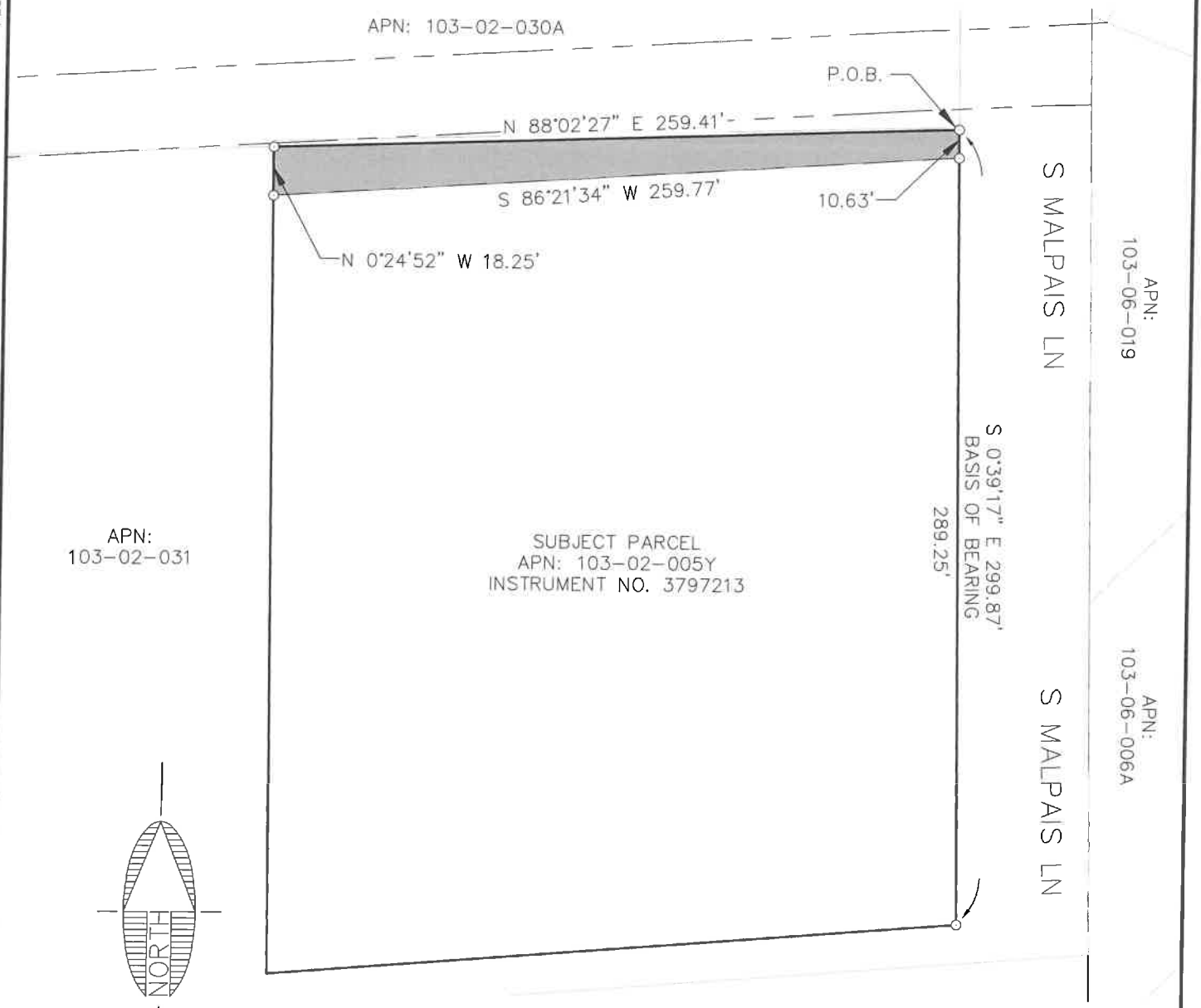
City File No.

Descriptive Title

PLOTTED: Feb 21, 2020-12:18pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 02/18/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT TCE 103-02-005Y.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	FEB 2020
SCALE	1" = 60'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-02-005Y

FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION
APN: 103-02-021

A portion of that parcel of land as described in Instrument Number 3800802, Official Records of Coconino County (herein referred to as R1), lying within the Northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said parcel, and said point being in common with the southerly Right-of-Way line of West Chateau Drive, from which the northeast corner said parcel bears North 70°04'43" East, 335.93 feet (Basis of Bearing, North 70°16'00" East, 335.93 feet per R1), and the **TRUE POINT OF BEGINNING;**

Thence along the northerly line of said parcel, and said Right-of-Way line, North 70°04'43" East, 57.90 feet;

Thence leaving said northerly line, and said Right-of-Way line, North 88°11'28" East, 175.17 feet to the beginning of a non-tangent curve concave to the south having a radius of 515.00 feet and a central angle of 10°05'55" and being subtended by a chord which bears South 87°43'28" East, 90.65 feet;

Thence easterly along said curve, 90.77 feet to a point on the east line of said parcel, and the west Right-of-Way line of South Blackbird Roost;

Thence along said east line, and said Right-of-Way line, South 02°38'31" East, 30.49 feet to the beginning of a non-tangent curve concave to the south having a radius of 485.00 feet and a central angle of 10°43'19" and being subtended by a chord which bears North 87°24'45", West 90.63 feet;

Thence leaving said east line, and said Right-of-Way line, and westerly along said curve, 90.76 feet;

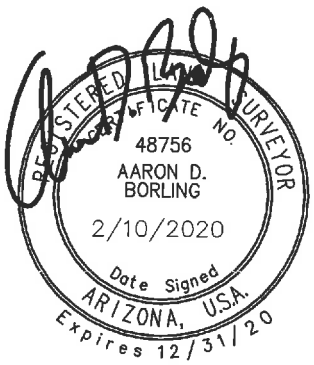
Thence South 86°36'55" West, 221.67 feet to a point on the westerly line of said parcel;

Thence along said westerly line, North 28°35'37" West, 20.27 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.23 Acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



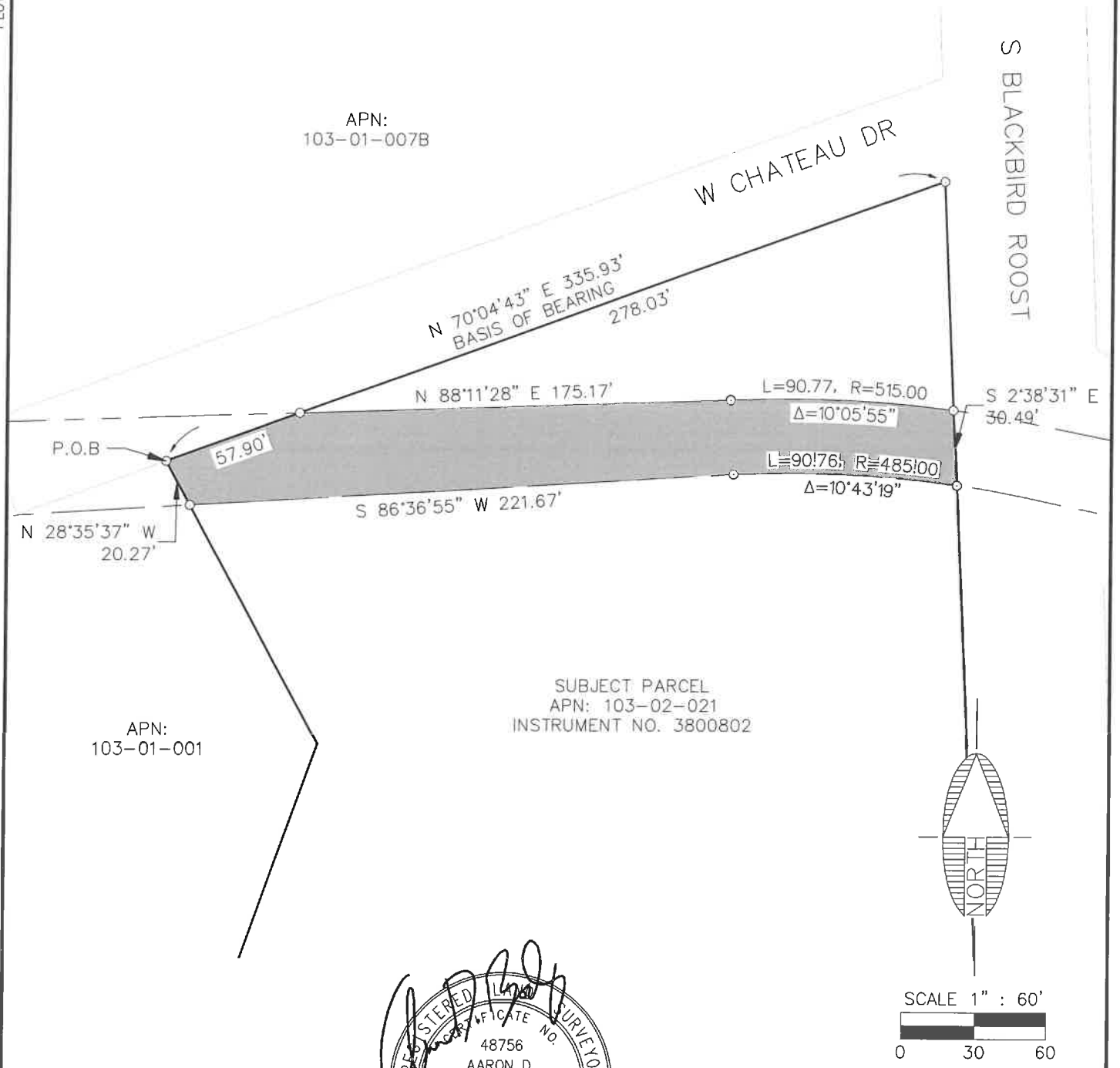
_____
City File No.

_____
Descriptive Title

PLOTTED: Feb 13, 2020-5:37pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 02/10/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	FEB 2020
SCALE	1" = 60'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-02-021

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 103-02-021.DWG ABORLING

EXHIBIT 'A'
TEMPORARY WORK AREA EASMENT
LEGAL DESCRIPTION
APN: 103-02-021

A portion of that parcel of land as described in Instrument Number 3800802, Official Records of Coconino County (herein referred to as R1), lying within the Northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the northwest corner of said parcel, and said point being in common with the southerly Right-of-Way line of West Chateau Drive, from which the northeast corner of said parcel bears North 70°04'43" East, 335.93 feet (Basis of Bearing, North 70°16'00" East, 335.93 feet per R1);

Thence along the northerly line of said parcel, and said Right-of-Way line, North 70°04'43" East, 57.90 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said northerly line, and said Right-of-Way line, North 70°04'43" East, 80.87 feet;

Thence leaving said northerly line, and said Right-of-Way line, North 87°07'37" East, 105.13 feet;

Thence North 90°00'00" East, 38.25 feet;

Thence South 83°28'30" East, 45.51 feet to a point on the east line of said parcel, and the west Right-of-Way line of South Blackbird Roost;

Thence along said east line, and said Right-of-Way line, South 02°38'31" East, 25.75 feet to the beginning of a non-tangent curve concave to the south having a radius of 515.00 feet and a central angle of 10°05'55" and being subtended by a chord which bears North 87°43'28" West, 90.65 feet;

Thence leaving said east line, and said Right-of-Way line, and westerly along said curve, 90.77 feet;

Thence South 88°11'28" West, 175.17 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.14 Acres, more or less.

Parcel 2:

Commencing at the northwest corner of said parcel, and said point being in common with the southerly Right-of-Way line of West Chateau Drive, from which the northeast corner of said parcel bears North 70°04'43" East, 335.93 feet (Basis of Bearing, North 70°16'00" East, 335.93 feet per R1);

Thence along westerly line of said parcel, South 28°35'37" East, 20.27 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said westerly line, North 86°36'55" East, 221.67 feet to the beginning of a non-tangent curve concave to the south having a radius of 485.00 feet and a central angle of 10°43'19" and being subtended by a chord which bears South 87°24'45" East, 90.63 feet;

Thence easterly along said curve, 90.76 feet to a point on the east line of said parcel, and the west Right-of-Way line of South Blackbird Roost;

Thence along said east line, and said Right-of-Way line, South 02°38'31" East, 25.45 feet;

Thence leaving said east line, and said Right-of-Way line, North 86°37'52" West, 71.34 feet;

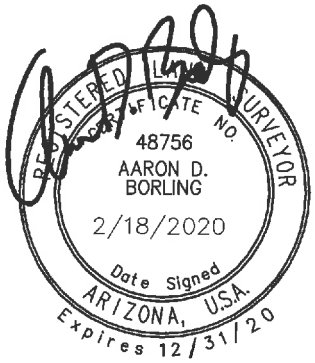
Thence South 87°21'31" West, 229.58 feet to a point on said westerly line;

Thence along said westerly line, North 28°35'37" West, 25.98 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.18 Acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



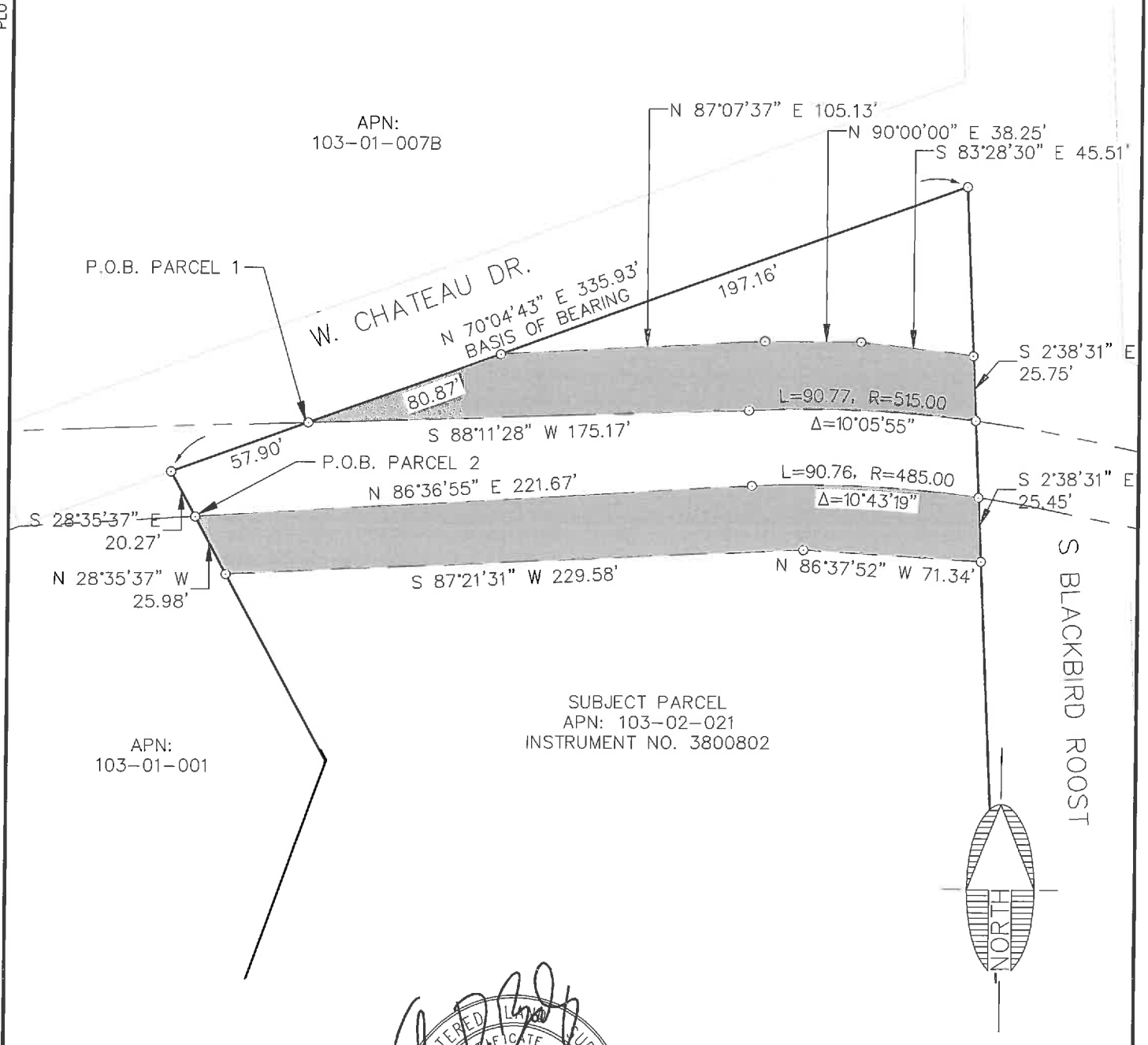
City File No.

Descriptive Title

PLOTTED: Feb 21, 2020 - 2:48pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



SCALE 1" : 60'

0 30 60

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 02/18/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT TCE 103-02-021.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	FEB 2020
SCALE	1" = 60'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-02-021

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION
APN: 103-02-031

A portion of that parcel of land as described in Instrument Number 3356846, Official Records of Coconino County (herein referred to as R1), lying within the Northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the north line of said parcel, from which the northeast corner of said parcel bears North 88°02'27" East, 252.85 feet (Basis of Bearing, North 88°36'00" East, 252.96 feet per R1) and the **TRUE POINT OF BEGINNING;**

Thence along said north line, North 88°02'27" East, 200.62 feet;

Thence leaving said north line, South 86°36'01" West, 176.65 feet to the beginning of a tangent curve concave to the south, having a radius of 170.00 feet and a central angle of 8°07'58";

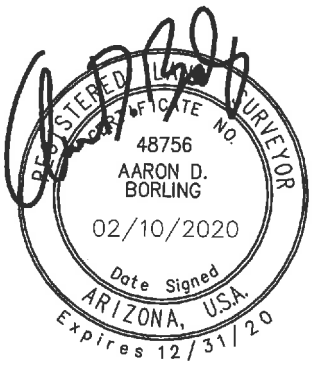
Thence westerly along said curve, 24.13 feet to a point on northerly line of said parcel;

Thence continuing along said northerly line, North 02°11'36" West, 6.75 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.01 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



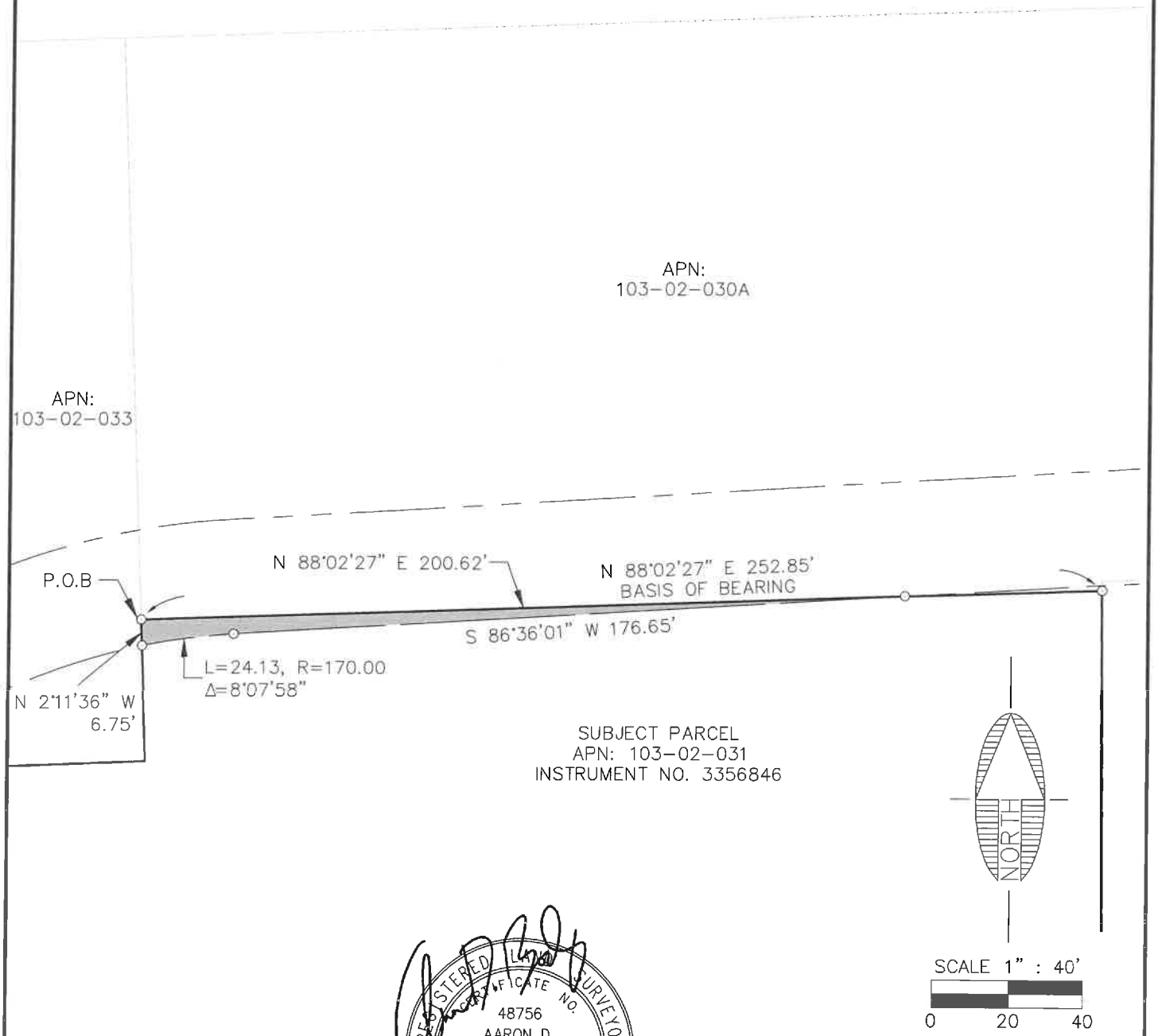
City File No.

Descriptive Title

PLOTTED: Feb 13, 2020–4:58pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 02/10/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	FEB 2020
SCALE	1" = 40'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103–02–031

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 103–02–031.DWG ABORLING

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 103-02-033

A portion of a parcel of land as described in Instrument Number 3356846, Official Records of Coconino County, said parcel being 'Tract B' according to the Final Plat for McCracken Village, Unit I and II, Case 3, Map 147, Official Records of Coconino County (herein referred to as R1) lying within the Northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said parcel, from which the southwest corner of said parcel bears South 02°11'36" East, 189.92 feet (Basis of Bearing, South 01°38'45" East, 190.00 feet per R1);

Thence along the west line of said parcel, South 02°11'36" East, 152.13 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said west line, North 87°42'02" East, 109.55 feet;

Thence North 59°19'45" East, 89.29 feet;

Thence South 1°58'58" East, 12.10 feet;

Thence North 64°11'56" East, 21.74 feet to a point on the east line of said parcel;

Thence along said east line, South 02°11'36" East, 47.58 feet to the beginning of a non-tangent curve concave to the south having a radius of 170.00 feet and a central angle of 9°42'51" and being subtended by a chord bearing South 73°36'37" West, 28.79 feet;

Thence leaving said east line, and westerly along said curve, 28.82 feet;

Thence South 68°45'11" West, 19.29 feet to the beginning of a tangent curve concave to the north having a radius of 200.00 feet and a central angle of 18°33'23";

Thence westerly along said curve, 64.77 feet;

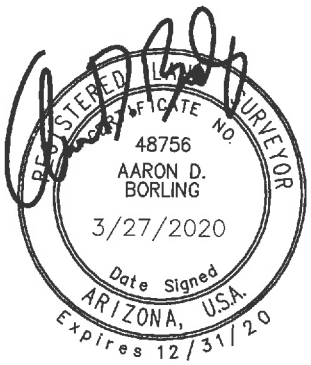
Thence South 87°18'35" West, 98.22 feet to a point on the west line of said parcel, said point being in common with the easterly Right-of-Way line of East McCracken Street;

Thence along said west line and said Right-of-Way line, North 02°11'36" West, 33.35 feet to the **TRUE POINT OF BEGINNING** .

Containing 0.19 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



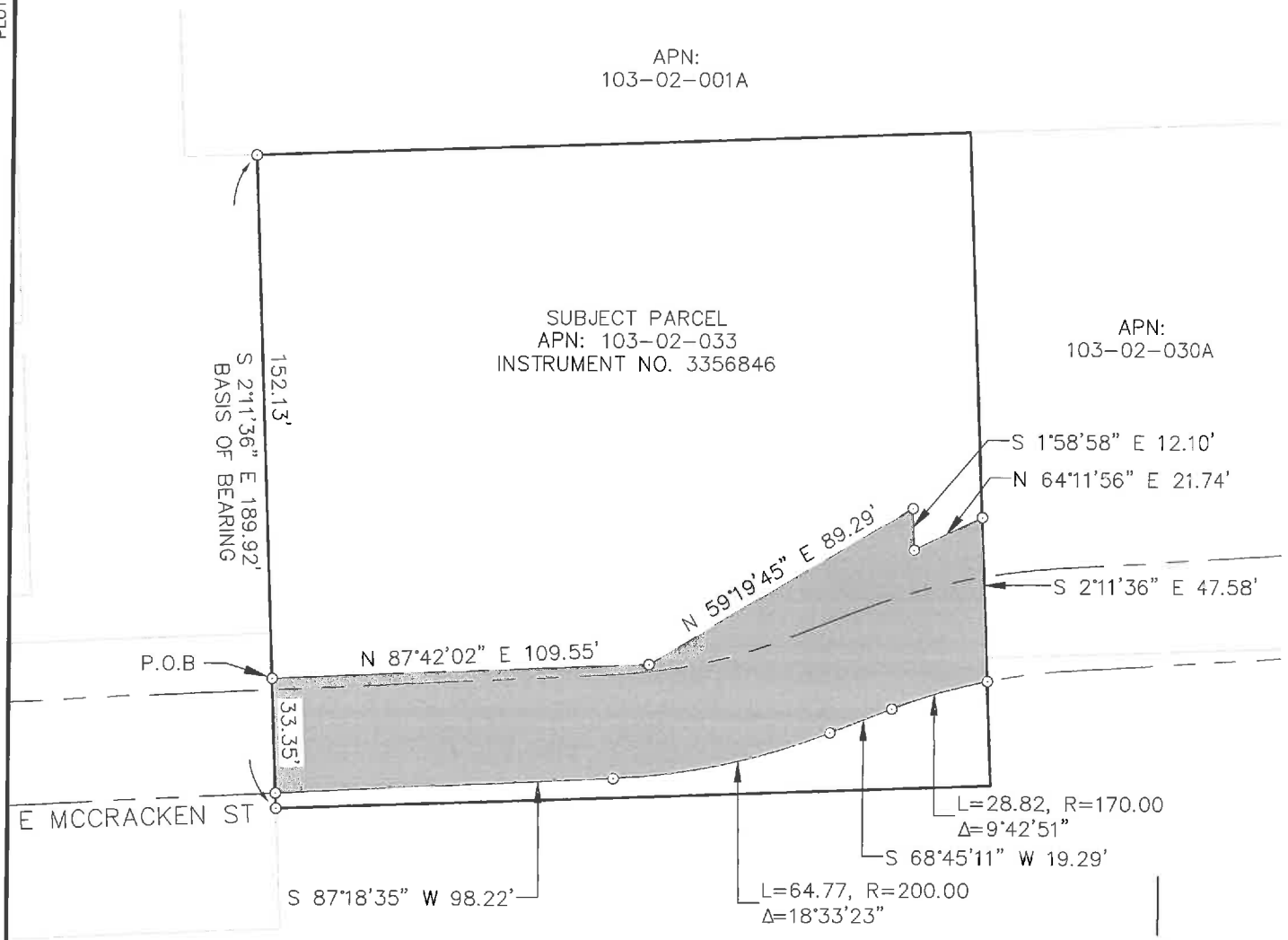
City File No.

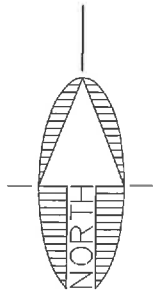
Descriptive Title

PLOTTED: Mar 26, 2020–5:33pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

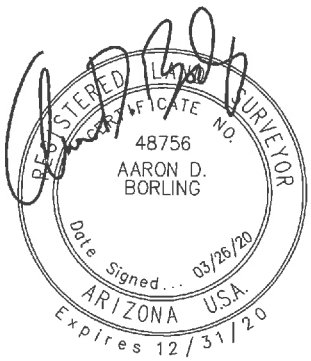
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA





SCALE 1" : 50'

0 25 50



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	MAR 2020
SCALE	1" = 50'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103–02–033

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 103–02–033.DWG ABORLING

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION
APN: 103-06-004

A portion of that parcel of land as described in Instrument Number 3218319, Official Records of Coconino County, and as shown on Instrument Number 3686979, Official Records of Coconino County (herein referred to as R1), located in the northeast quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, said point being in common with the westerly Right-of-Way of South Milton Road, from which the northeast corner of said parcel bears North 43°19'34" West, 125.00 (Basis of Bearing, North 43°10'26" West, 124.82 per R1);

Thence leaving said Right-of-Way line, and along the northeasterly line of said parcel, North 43°19'34" West, 58.87 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said northeasterly line, South 78°17'12" West, 125.58 feet to a point on the northwesterly line of said parcel;

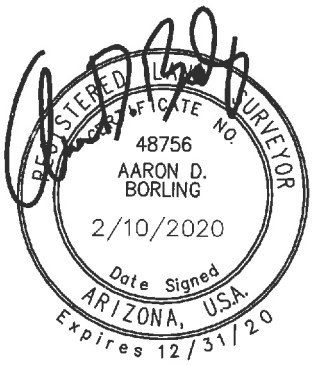
Thence along said northwesterly line North 46°30'42" East, 106.95 feet to the northeast corner of said parcel;

Thence along said northeasterly line, South 43°19'34" East, 66.13 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.08 Acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



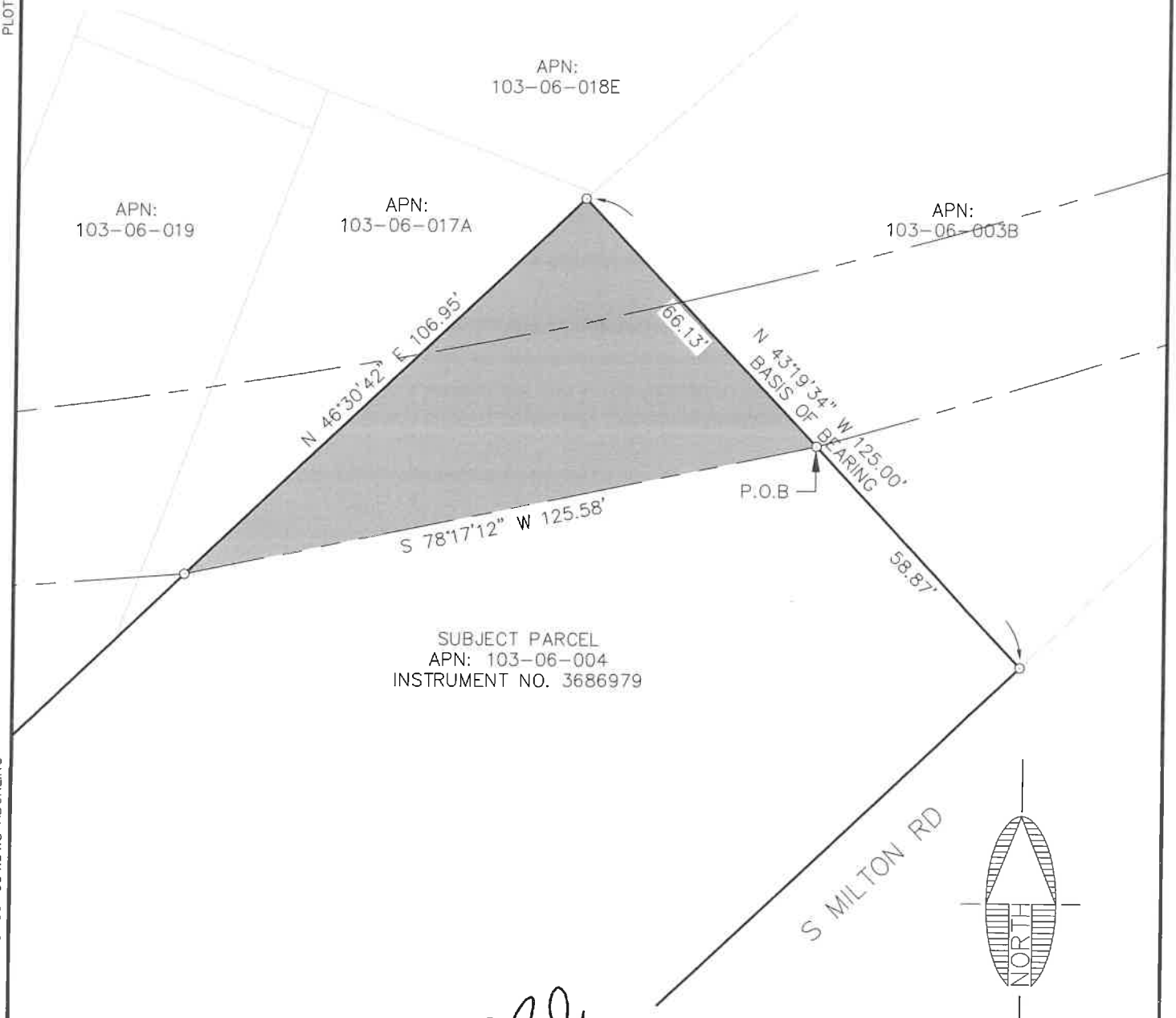
City File No.

Descriptive Title

PLOTTED: Feb 13, 2020-12:10pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



SCALE 1" : 30'

0 15 30

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 02/10/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 103-06-004.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	JAN 2020
SCALE	1" = 30'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-06-004

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 103-06-008A

A portion of that parcel of land as described in Instrument Number 3475601, and shown as in Instrument Number 3825194 (herein referred to as R1), Official Records of Coconino County, located in the northeast quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the calculated centerline intersection of South Mikes Pike and West Butler Avenue as shown on R1, from which a 3-inch brass cap in hand hole at the centerline intersection of South Mikes Pike and West Benton Avenue bears North 57°15'34" East, 371.18 feet (Basis of Bearing, North 57°20'49" East, 371.18 feet per R1);

Thence leaving said centerline, South 89°22'57" East, 72.83 feet to a point on the southerly line of said parcel, said point being in common with the northerly Right-of-Way line of West Butler Avenue, and the **TRUE POINT OF BEGINNING;**

Thence along the westerly line of said parcel, North 09°53'34" East, 16.38 feet to a point on the southeasterly Right-of-Way line of South Mikes Pike;

Thence along said Right-of-Way line, and the northwesterly line of said parcel, North 57°15'34" East, 28.05 feet;

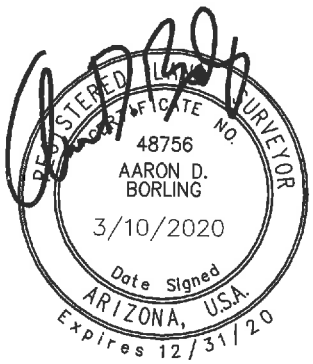
Thence leaving said Right-of-Way line, and said northwesterly line, South 20°41'34" West, 38.61 feet to a point on the southerly line of said parcel, said point being in common with the northerly Right-of-Way line of West Butler Avenue;

Thence along said southerly line, and said Right-of-Way line, North 69°18'26" West, 13.64 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.01 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



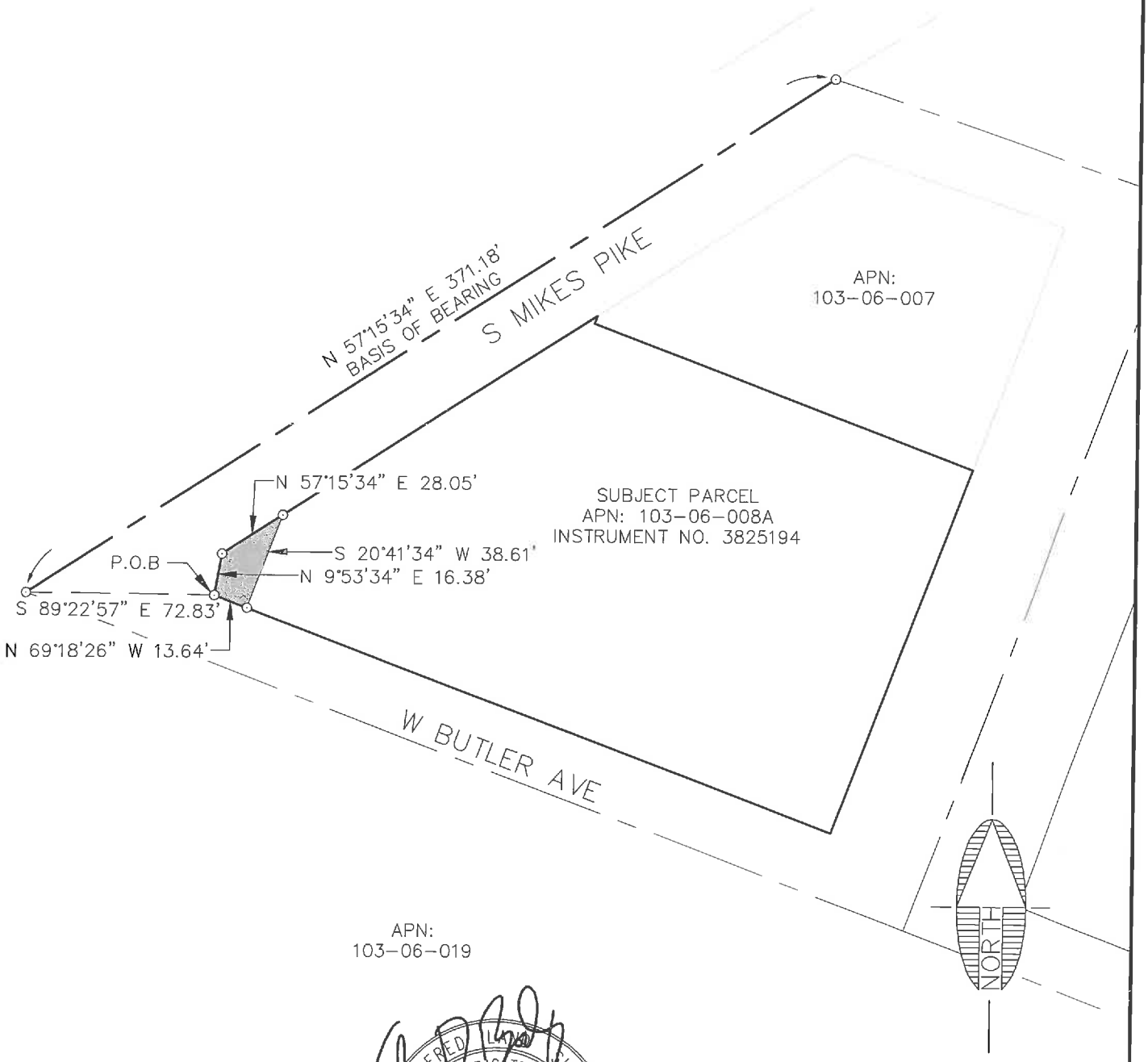
_____
City File No.

_____
Descriptive Title

PLOTTED: Mar 11, 2020–3:05pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 03/10/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 103–06–008A.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	MAR 2020
SCALE	1" = 60'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103–06–008A

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
2
OF 2

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 103-06-018E

A portion of that parcel of land as described in Instrument Number 3708158, Official Records of Coconino County, and as shown in Instrument Number 3686979 (hereafter referred to as R1), Official Records of Coconino County, lying in the Northeast quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the easterly Right-of-Way line of South Malpais Lane, from which the northwest corner of said parcel bears North 20°38'44" East, 115.52 feet (Basis of Bearing, North 20°32'09" East, 115.52 feet per R1);

Thence along the westerly line of said parcel, and said Right-of-Way line, North 20°38'44" East, 7.62 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said westerly line, and said Right-of-Way line, North 20°38'44" East, 21.46 feet;

Thence leaving said westerly line, and said Right-of-Way line, North 89°24'54" East, 12.77 feet;

Thence South 69°12'03" East, 250.19 feet;

Thence North 20°47'57" East, 27.53 feet;

Thence South 69°12'03" East, 20.00 feet;

Thence South 20°47'57" West, 47.53 feet;

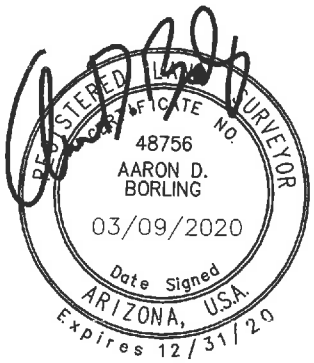
Thence North 69°12'03" West, 266.42 feet;

Thence South 89°24'54" West, 16.76 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.14 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

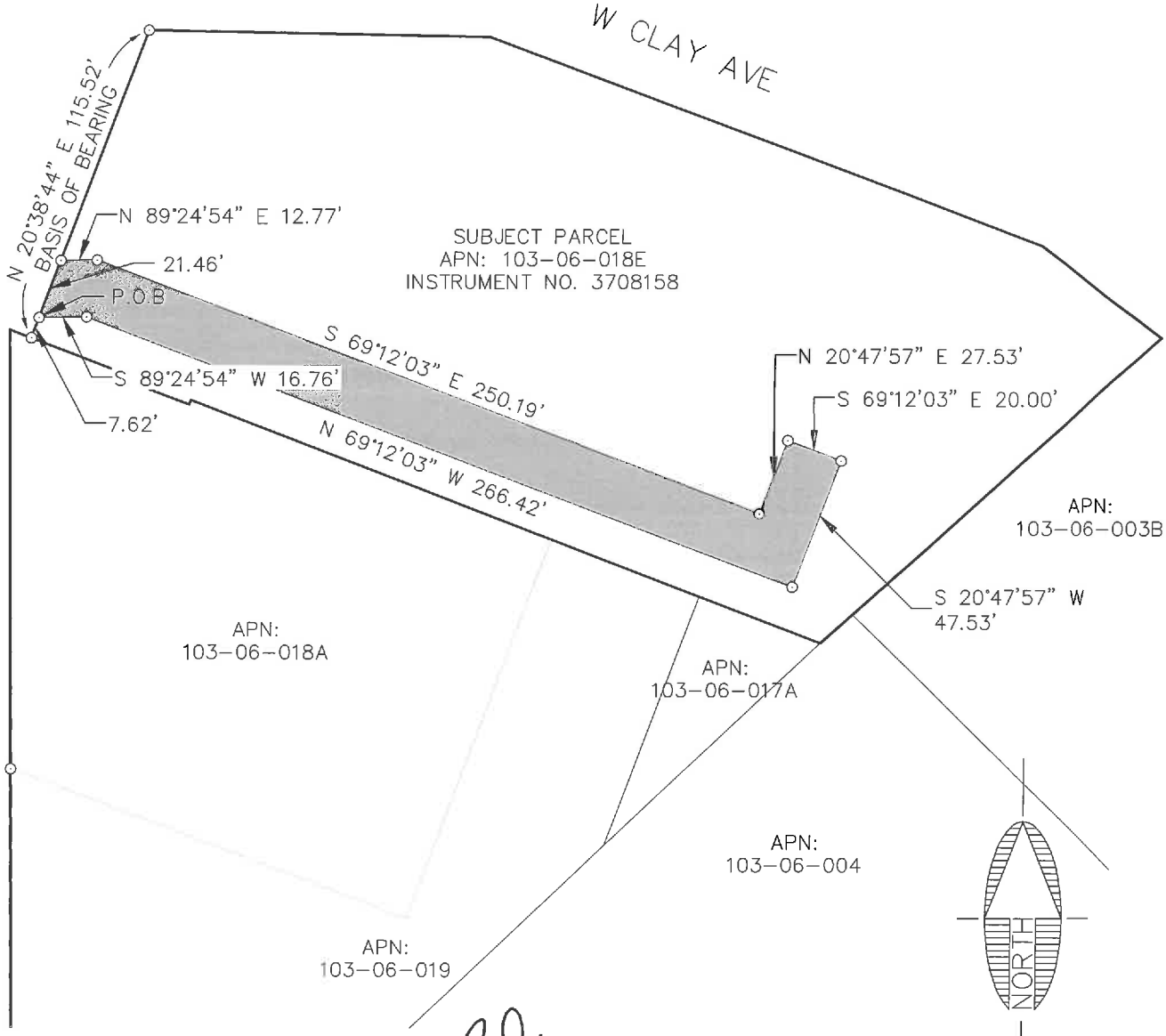


City File No.

Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 03/09/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

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

JOB NO.	04473
DATE	MAR 2020
SCALE	1" = 60'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-06-018E

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Mar 11, 2020-3:30pm
FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT TCE 103-06-018E.DWG ABORLING

EXHIBIT 'A'
LEGAL DESCRIPTION

APN: 112-04-012

A portion of that parcel of land as described in Instrument Number 3509068, Official Records of Coconino County, said parcel being Tract D, Amended Plat of Coconino West, according to Case 2, Map 68, Official Records of Coconino County (herein referred to as R1), located in the northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, from which the northeast corner bears North 25°52'38" West, 154.03 feet (Basis of Bearing, North 25°49'00" West, 153.35 feet per R1);

Thence along the easterly line of said parcel North 25°52'38" West, 66.63 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said easterly line, South 56°51'36" West, 46.73 feet;

Thence South 07°00'08" West, 21.82 feet;

Thence North 82°59'52" West, 10.00 feet;

Thence North 07°00'08" East, 13.39 feet;

Thence South 56°51'36" West, 151.06 feet;

Thence North 33°08'24" West, 24.35 feet to a point on the northwesterly line of said parcel;

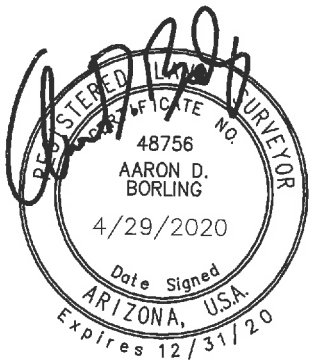
Thence along said northwesterly line, North 41°10'07" East, 230.51 feet to the northeast corner of said parcel;

Thence along the easterly line of said parcel, South 25°52'38" East, 87.40 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.28 Acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



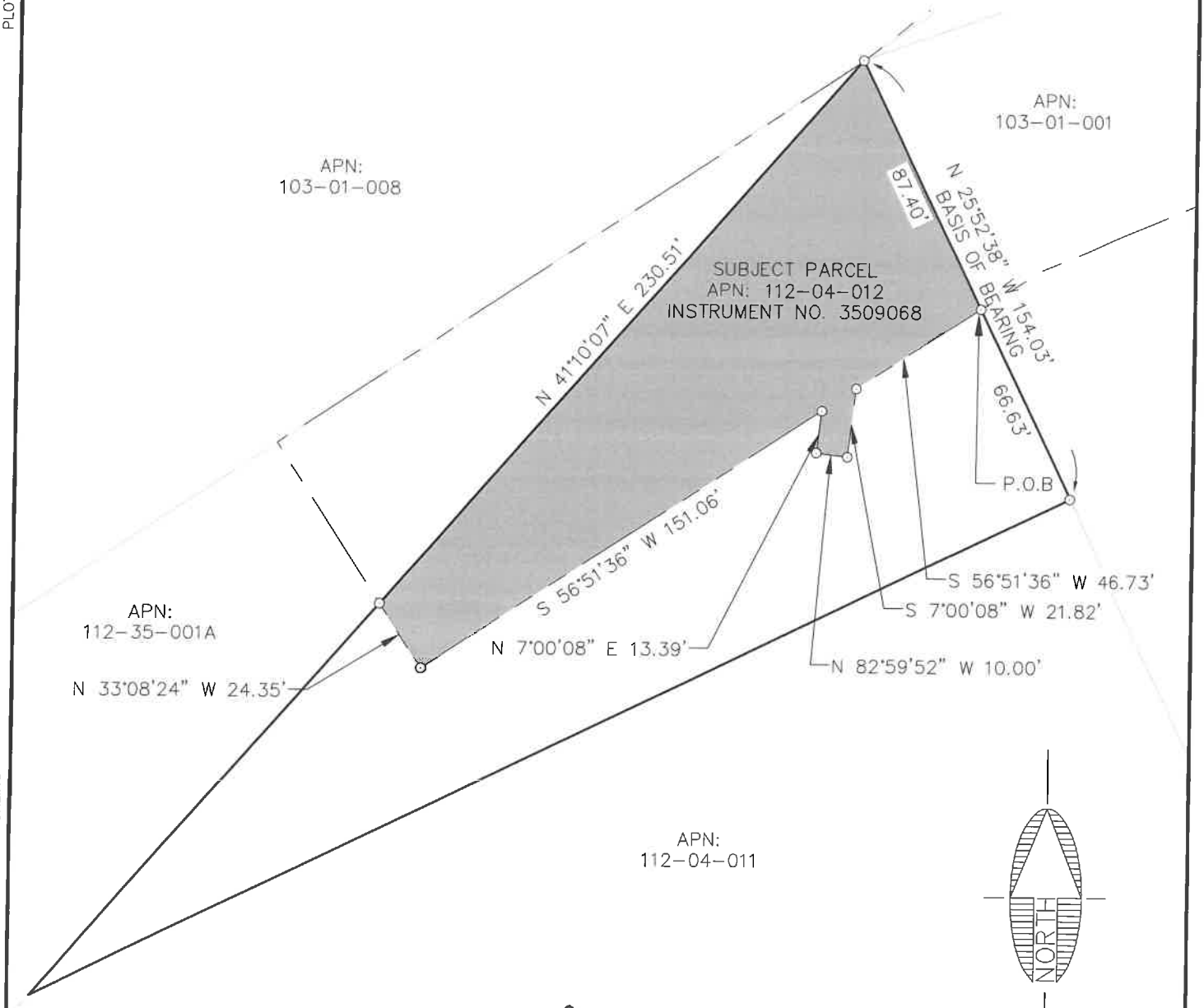
City File No.

Descriptive Title

PLOTTED: May 01, 2020–12:19pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 04/29/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 112-04-012.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	APR 2020
SCALE	1" = 50'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 112–04–012

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
2
OF 2

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION

APN: 112-35-001A

A portion of that parcel of land as shown in Instrument Number 3722841 (herein referred to as R1), Official Records of Coconino County, located in the northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said parcel, from which a point on the northerly line of said parcel bears South 56°23'35" West, 634.19 feet (Basis of Bearing, South 56°32'20" West, 634.29 per R1) and the **TRUE POINT OF BEGINNING;**

Thence along said northerly line, South 56°23'35" West, 221.93 feet to

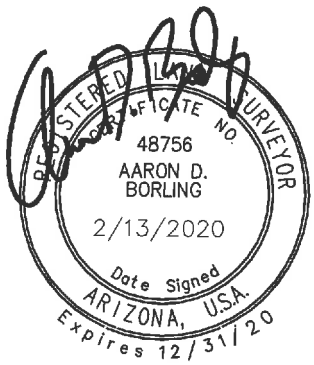
Thence leaving said northerly line, South 33°08'24" East, 60.53 feet to a point on the southeasterly line of said parcel;

Thence along said southeasterly line, North 41°10'07" East, 230.51 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.15 Acres, more or less.

See Exhibit "B" attached thereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



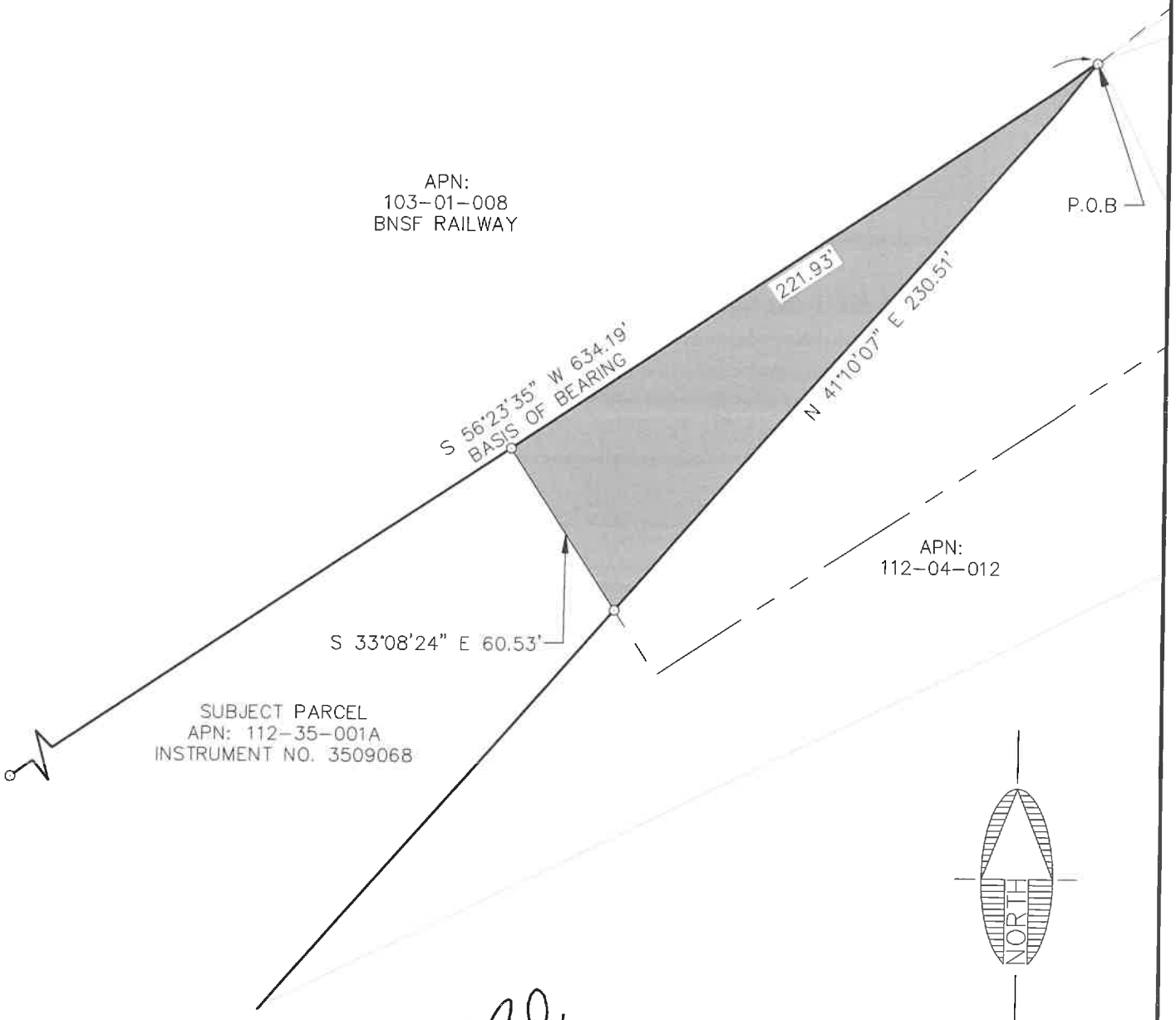
City File No.

Descriptive Title

PLOTTED: Feb 13, 2020-6:55pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 02/13/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 112-35-001A.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	JAN 2020
SCALE	1" = 50'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 112-35-001A

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION
MCCRACKEN VILLAGE UNIT 1

A portion of 'Tract A' according to the Amended Final Plat of McCracken Village, Unit I, Case 3, Map 220, Official Records of Coconino County (herein referred to as R1), lying within the Northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the southeast corner of said parcel, said point being in common with the northerly Right-of-Way line of East McCracken Street, from which a point on the southerly line of said parcel bears South 87°44'00" West, 165.92 feet (Basis of Bearing, South 88°18'00" West, 165.99 feet);

Thence along said southerly line, and said Right-of-Way line, South 87°44'00" West, 100.12 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said southerly line, and along said Right-of-Way line, South 87°44'00" West, 65.80 feet;

Thence continuing along said southerly line, and said Right-of-Way line, North 63°32'06" West, 16.03 feet;

Thence leaving said southerly line, and said Right-of-Way line, South 86°17'14" East, 24.47 feet;

Thence North 87°47'44" East, 11.81 feet;

Thence North 87°52'00" East, 34.26 feet

Thence South 64°05'25" East, 10.73 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.01 Acres, more or less.

Parcel 2:

Commencing at the southeast corner of said parcel, said point being in common with the northerly Right-of-Way line of East McCracken Street, from which a point on the southerly line of said parcel bears South 87°44'00" West, 165.92 feet (Basis of Bearing, South 88°18'00" West, 165.99 feet), and the **TRUE POINT OF BEGINNING;**

Thence along said southerly line, and said Right-of-Way line, South 87°44'00" West, 71.45 feet;

Thence leaving said southerly line, and said Right-of-Way line, North 02°16'00" West, 12.65 feet;

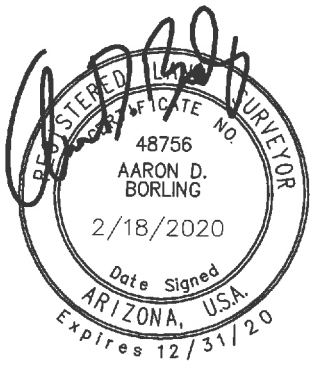
Thence North 87°44'00" East, 71.47 feet to a point on the easterly line of said parcel;

Thence along said easterly line, South 02°11'36" East, 12.65 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.02 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



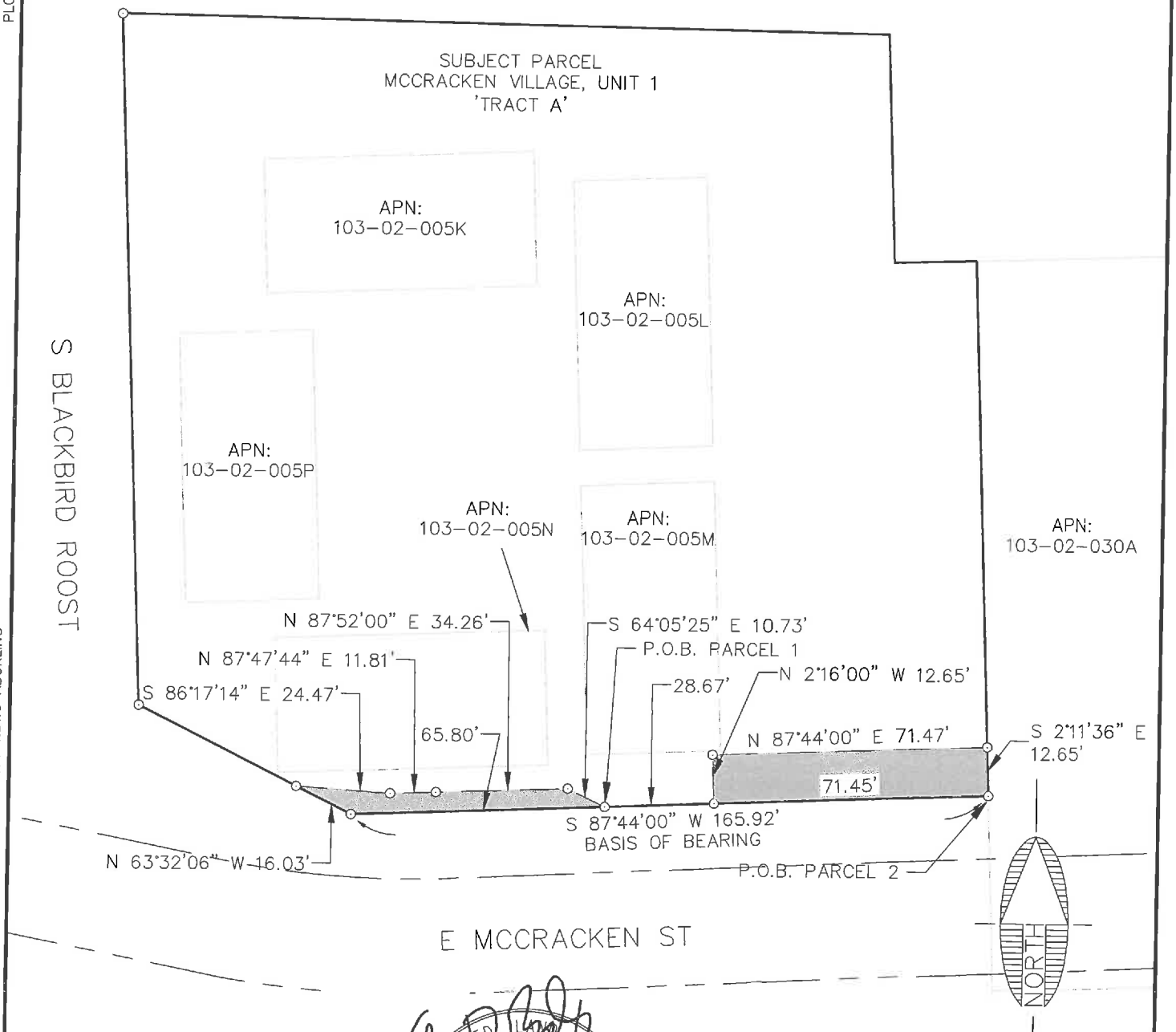
City File No.

Descriptive Title

PLOTTED: Feb 21, 2020-4:02pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 02/18/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT TCE MCCRACKEN VILLAGE UNIT 1.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	JAN 2020
SCALE	1" = 40'
DRAWN	MB
DESIGN	
CHECKED	ADB

MCCRACKEN VILLAGE, UNIT 1 — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

EXHIBIT 'A'
LEGAL DESCRIPTION

APN: 103-06-018A, 103-06-019, 103-06-017A, 103-06-003B

A portion of Northeast quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the southwest corner of that parcel of land as described in Instrument Number 3838325, Official Records of Coconino County, and as shown on Instrument Number 3686979, Official Records of Coconino County (herein referred to as R1), said point being in common with the east Right-of-Way line of South Malpais Lane, from which the northwest corner of that parcel of land as described in Instrument Number 3838325 bears North 00°28'51" West, 375.29 feet (Basis of Bearing, North 00°27'40" West, 375.25 feet per R1);

Thence along the west line of said parcel, and said Right-of-Way line, North 00°28'51" West, 145.76 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said west line, and said Right-of-Way line, North 00°28'51" West, 85.28 feet;

Thence leaving said west line, and said Right-of-Way line, North 86°37'01" East, 11.86 feet;

Thence South 02°43'17" East, 62.76 feet;

Thence North 78°29'00" East, 218.68 feet to a point on the southeasterly line of said parcel, hereinafter referred to as 'Point A';

Thence along said southeasterly line, South 46°30'42" West, 37.77 feet;

Thence leaving said southeasterly line, South 78°29'00" West, 205.10 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.12 Acres, more or less.

Parcel 2:

Commencing at the aforementioned 'Point A';

Thence along said southeasterly line, North 46°30'42" East, 83.96 feet to the northwest corner of that parcel of land as described in Instrument Number 3690577, Official Records of Coconino County;

Thence along the southwesterly line of said parcel, South 43°19'34" East, 52.31 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said southwesterly line, North 78°29'00" East, 68.36 feet;

Thence South 80°05'58" East, 45.64 feet to a point on the southeasterly line of said parcel, said point being in common with the northwesterly Right-of-Way line of South Milton Road;

Thence along said southeasterly line, and said Right-of-Way line, South 46°36'21" West, 24.95 feet;

Thence leaving said southeasterly line, and said Right-of-Way line, North 80°05'58" West, 26.95 feet;

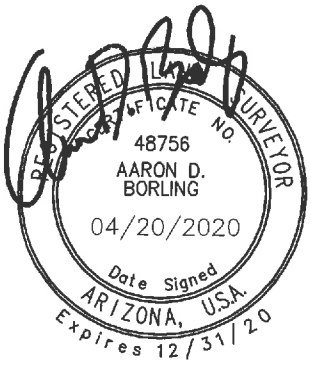
Thence South 78°29'00" West, 52.17 feet to a point on the southwesterly line of said parcel;

Thence along said southwesterly line, North 43°19'34" West, 23.53 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.04 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

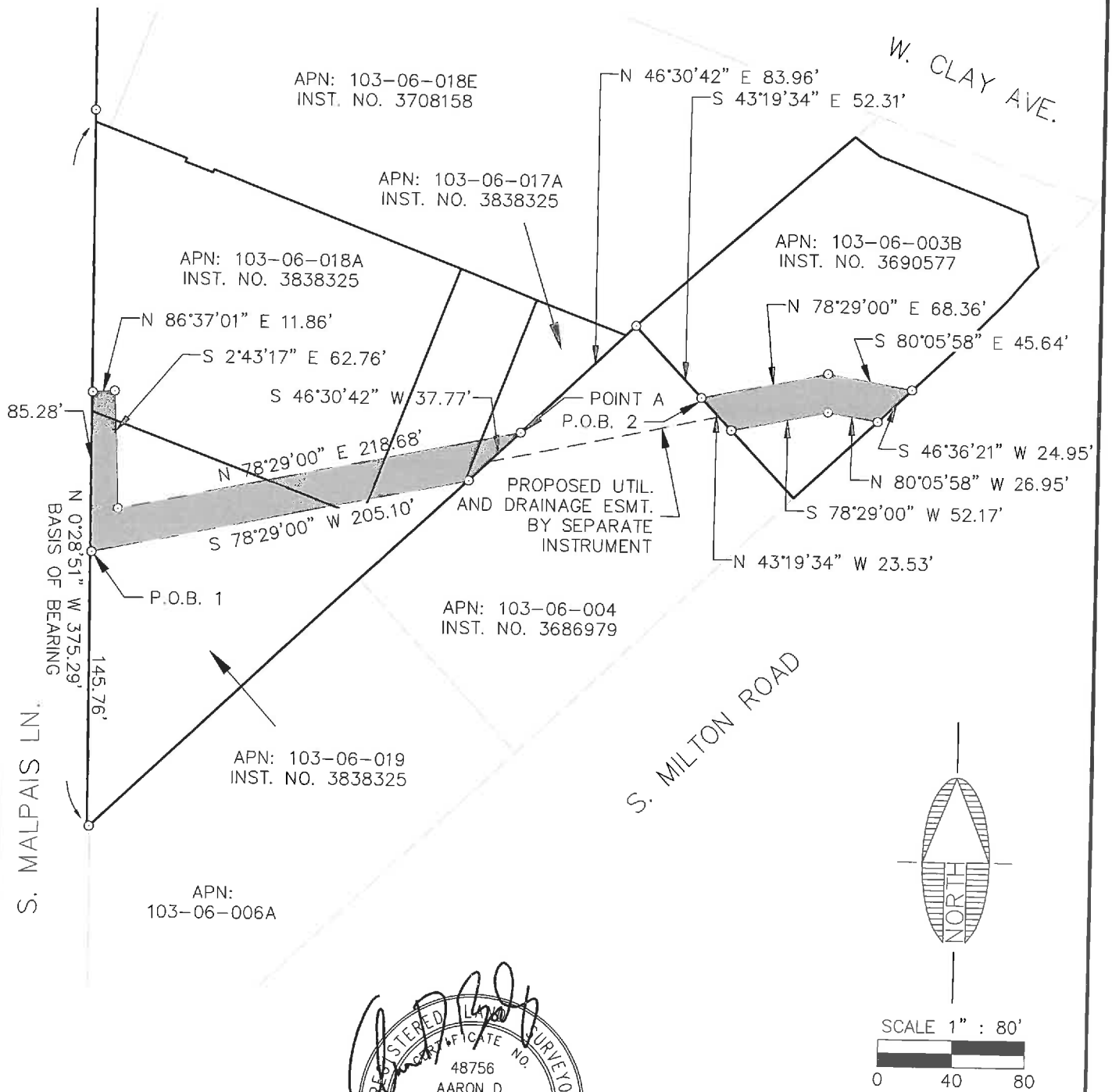
Descriptive Title

PLOTTED: Apr 23, 2020–3:46pm

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 103-06-018A,103-06-019,103-06-017A,103-06-003B.DWG ABORLING

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed 04/20/20
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	APR 2020
SCALE	1" = 80'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 103-06-018A, 019, 017A, 003B

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

LOWER REACH

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION

APN: 104-07-005T

The following is a legal description of a parcel of land lying with in Section 22, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the southeast corner of that parcel of land as described in Instrument Number 3650503, Official Records of Coconino County (herein referred to as R1), said point being in common with the north Right-of-Way line of Butler Avenue as shown on Book 6 of Surveys, Page 26, Official Records of Coconino County (herein referred to as R2), from which the northeast corner of that parcel of land as described in Instrument Number 3583219, and Instrument Number 3583218, Official Records of Coconino County (herein referred to as R3) bears North 02°59'32" East, 297.04 feet (Basis of Bearing, North 03°05'40" East per R1);

Thence along the east line of said parcel, North 02°59'32" East, 157.50 feet to the southeast corner of said parcel of land as shown on R2, and described in R3, and the **TRUE POINT OF BEGINNING**;

Thence along the east line of said parcel, North 02°59'32" East, 121.96 feet;

Thence leaving said east line, North 51°03'37" West, 32.38 feet to a point on the north line of said parcel;

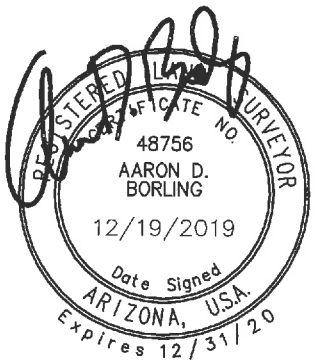
Thence along the north line of said parcel, North 83°53'25" West, 120.72 feet to the northwest corner of said parcel;

Thence along the southwesterly line of said parcel, South 41°51'19" East, 208.09 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.23 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



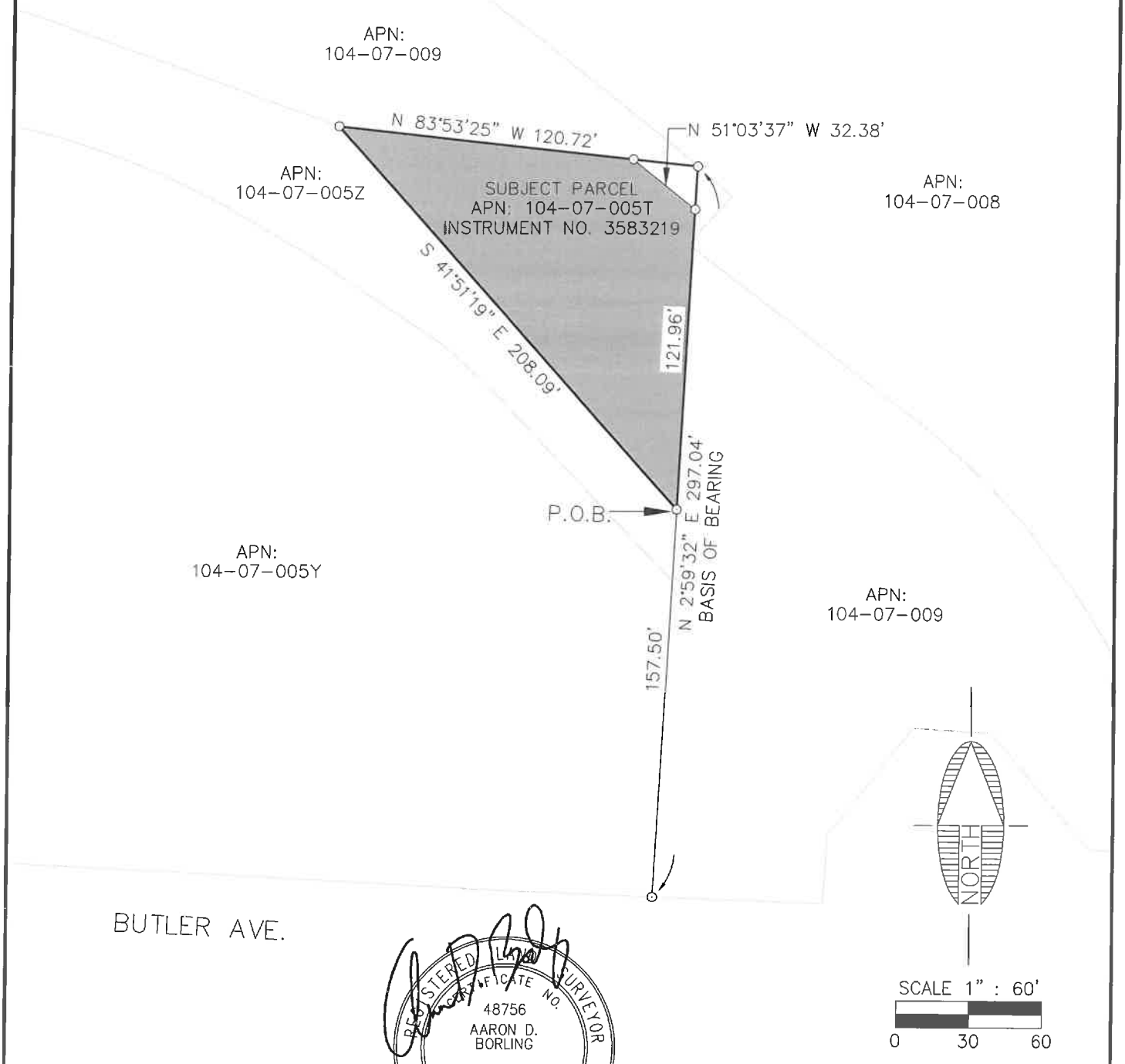
City File No.

Descriptive Title

PLOTTED: Dec 19, 2019-9:32am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 12/19/19
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

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

JOB NO.	04473
DATE	DEC 2019
SCALE	1" = 60'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 104-07-005T

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
2
OF 2

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 104-07-005T.DWG ABORLING

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION

APN: 104-07-005W

The following is a legal description of a parcel of land lying with in Section 22, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the southwest corner of that parcel of land as described in Instrument Number 3650503, Official Records of Coconino County (herein referred to as R1), said point being in common with the north Right-of-Way line of Butler Avenue as shown on Book 6 of Surveys, Page 26, Official Records of Coconino County, from which the northeast corner of that parcel of land as described in Instrument Number 3544106, Official Records of Coconino County (herein referred to as R2) bears North 10°02'54" East, 302.47 feet (Basis of Bearing, North 10°10'00" East per R1);

Thence along the westerly line of said parcel as described in R1, North 10°02'54" East, 272.82 feet to a point on the easterly line of said parcel as described in R2, and the **TRUE POINT OF BEGINNING**;

Thence leaving said easterly line, South 80°52'39" West, 107.52 feet to the beginning of a non-tangent curve concave to the north having a radius of 469.50 feet and a central angle of 2°37'09" and being subtended by a chord which bears South 83°42'40" West 21.46 feet;

Thence westerly along said curve, 21.46 feet to a point on the northerly line of said parcel;

Thence along said northerly line, North 69°52'54" East, 141.28 feet to the northeast corner of said parcel;

Thence along the easterly line of said parcel, South 10°02'54" West, 29.65 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.043 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



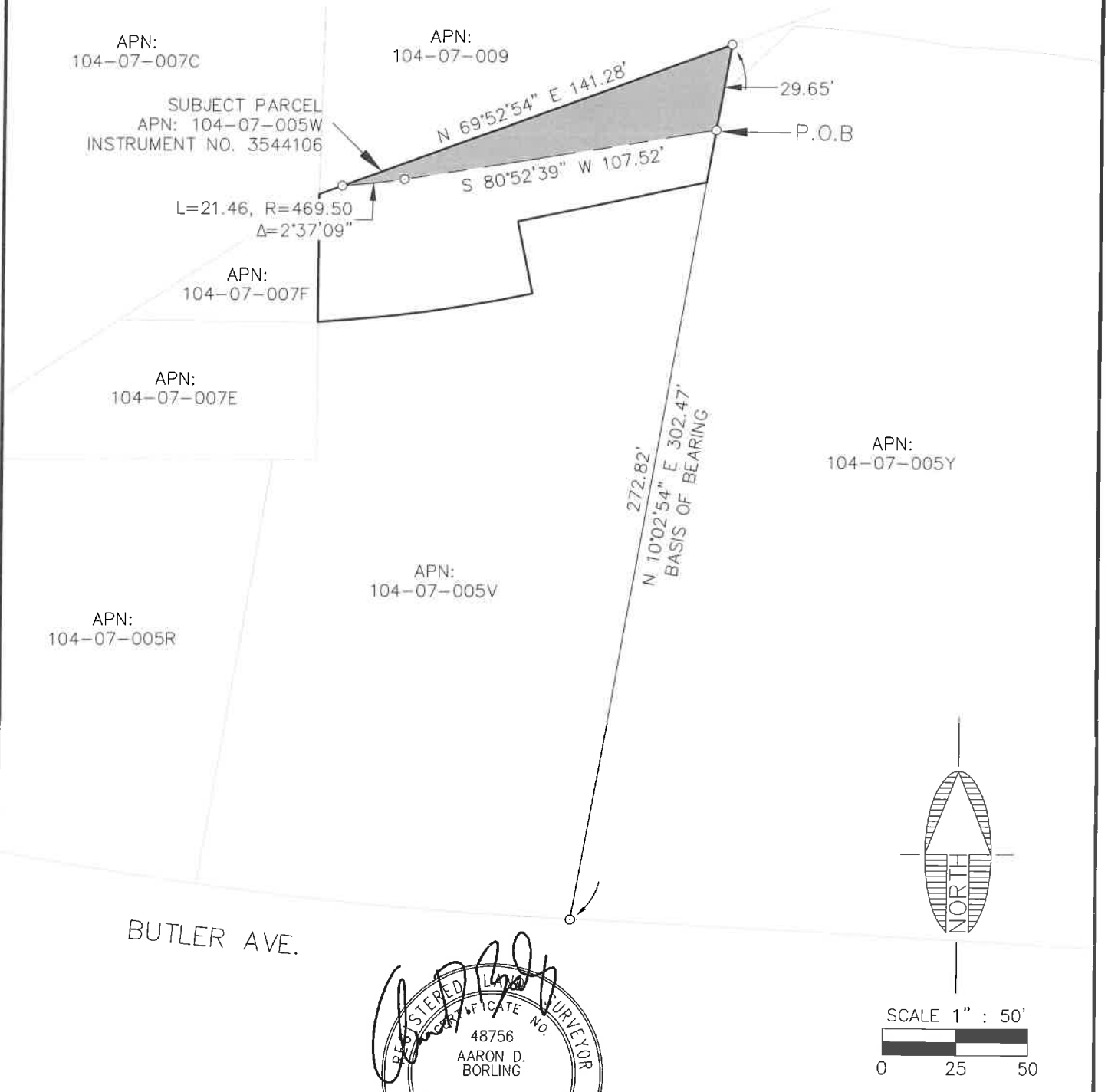
City File No.

Descriptive Title

PLOTTED: Dec 19, 2019-1:45pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 12/19/19
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
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CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 104-07-005W.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	DEC 2019
SCALE	1" = 50'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 104-07-005W

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
2
OF 2

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION

APN: 104-07-007C

The following is a legal description of a parcel of land lying with in Section 22, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the southwest corner of that parcel of land as described in Instrument Number 3583220, Official Records of Coconino County, and as shown on Book 7 of Surveys, Page 41, Official Records of Coconino County (herein referred to as R1), from which the northwest corner of said parcel bears North 11°14'57" East, 295.58 feet (Basis of Bearing, North 10°45'05" East per R1);

Thence along the westerly line of said parcel, North 11°14'57" East, 132.64 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said westerly line, North 11°14'57" East, 120.29 feet to the beginning of a non-tangent curve concave to the north having a radius of 349.50 feet and a central angle of 3°03'46" and being subtended by a chord which bears South 75°39'24" East 18.68 feet;

Thence leaving said westerly line, and easterly along said curve, 18.68 feet;

Thence South 77°11'17" East, 105.39 feet to the beginning of a tangent curve concave to the north, having a radius of 349.50 feet and a central angle of 6°04'49";

Thence easterly along said curve, 37.09 feet to the beginning of a non-tangent curve concave to the north having a radius of 345.97 feet and a central angle of 12°48'19" and being subtended by a chord which bears North 85°03'27" East 77.16 feet;

Thence easterly along said curve, 77.32 feet to a point on the easterly line of said parcel;

Thence along said easterly line, South 01°19'44" West, 127.93 feet to the beginning of a non-tangent curve concave to the north having a radius of 469.50 feet and a central angle of 16°50'06" and being subtended by a chord which bears North 85°36'20" West 137.46 feet;

Thence leaving said easterly line, and westerly along said curve, 137.95 feet;

Thence North 77°11'17" West, 105.39 feet to the beginning of a tangent curve concave to the north, having a radius of 469.50 feet and a central angle of 1°52'44";

Thence westerly along said curve, 15.40 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.69 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



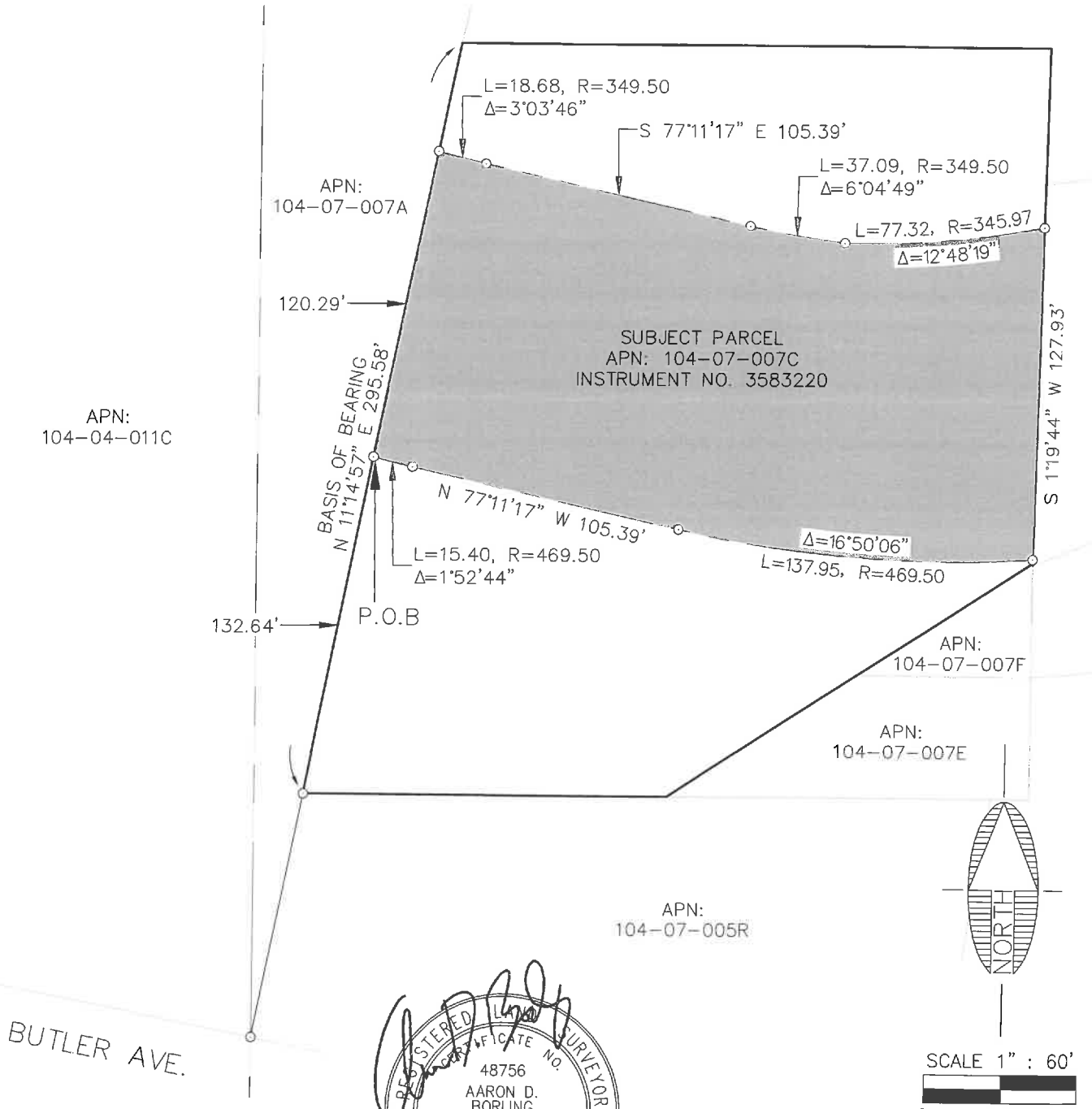
City File No.

Descriptive Title

PLOTTED: Dec 19, 2019–2:44pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 12/19/19
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 104-07-007C.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	DEC 2019
SCALE	1" = 60'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 104-07-007C

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION

APN: 104-07-009(1)

The following is a legal description of a parcel of land lying with in Section 22, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the southwest corner of a portion of that parcel of land as described in Instrument Number 3556691, Official Records of Coconino County (herein referred to as R1), said point being in common with the north Right-of-Way line of Butler Avenue as described in R1,

Thence along the westerly line of said parcel, North 02°59'32" East, 297.04 feet (Basis of Bearing, North 03°09'54" East per R1) to the northeast corner of that parcel of land described in Instrument Number 3583218;

Thence along the northerly line of said parcel, and southerly line of said parcel described in R1, North 83°53'25" West, 26.25 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said northerly line, and said southerly line, North 83°53'25" West, 120.72 feet;

Thence continuing along said southerly line, North 70°16'37" West, 160.54 feet;

Thence continuing along said southerly line, South 69°52'54" West, 282.32 feet to a point on the westerly line of said parcel;

Thence along said westerly line, North 01°19'44" East, 130.20 feet to the beginning of a non-tangent curve concave to the north having a radius of 345.97 feet and a central angle of 1°29'05" and being subtended by a chord which bears North 77°54'46" East 8.96 feet;

Thence leaving said westerly line, and easterly along said curve, 8.96 feet to the beginning of a non-tangent curve concave to the north having a radius of 341.50 feet and a central angle of 4°21'13" and being subtended by a chord which bears North 80°18'25" East 25.94 feet;

Thence easterly along said curve, 25.95 feet;

Thence North 78°07'48" East, 79.21 feet to the beginning of a tangent curve concave to the south, having a radius of 458.50 feet and a central angle of 49°48'48";

Thence easterly and southeasterly along said curve, 398.62 feet;

Thence South 52°03'24" East, 43.16 feet;

Thence South 51°03'37" East, 14.27 feet to the **TRUE POINT OF BEGINNING;**

Containing 0.97 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



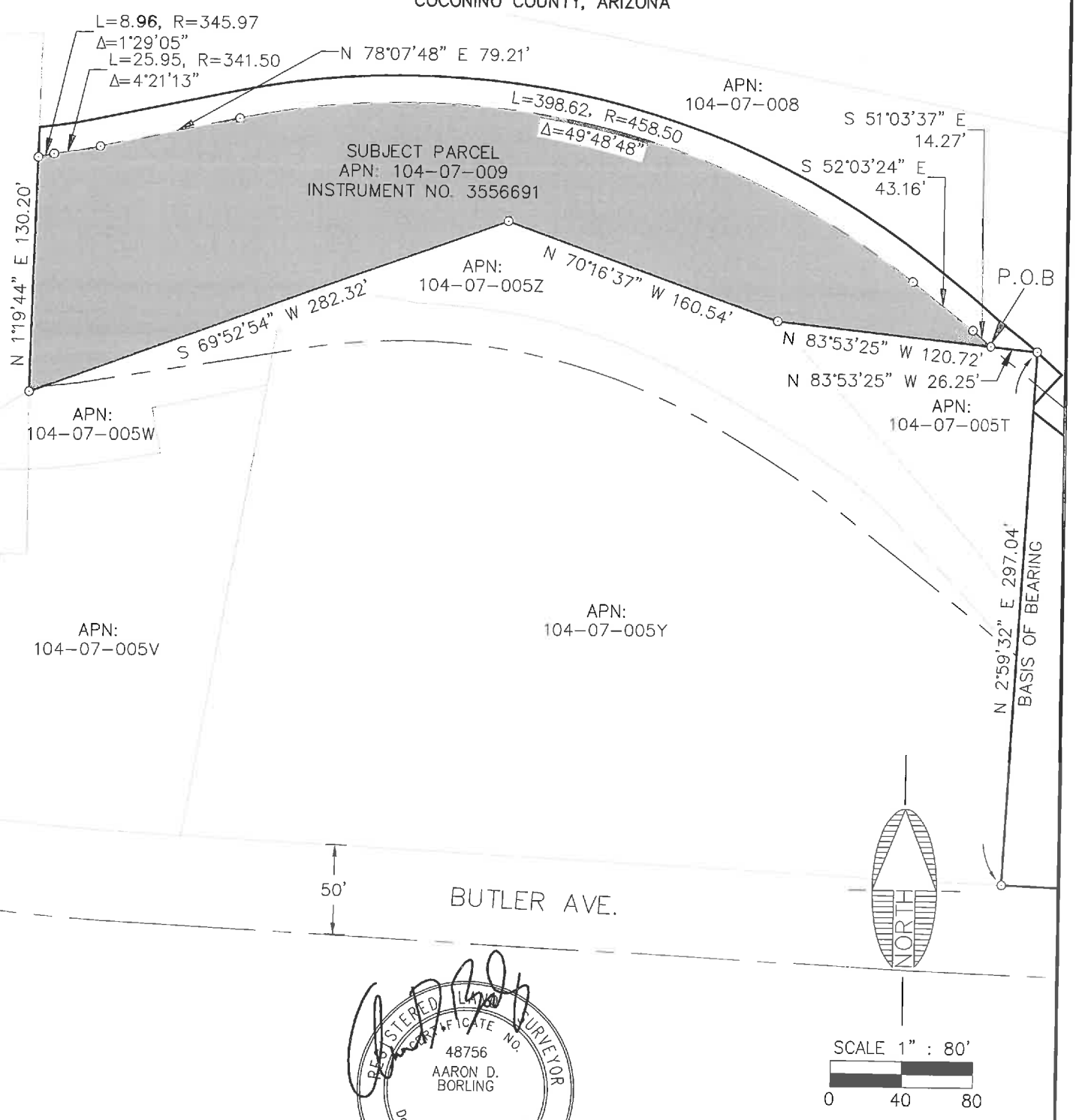
City File No.

Descriptive Title

PLOTTED: Dec 20, 2019-11:46am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 12/20/19
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE:_____

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	DEC 2019
SCALE	1" = 80'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 104--07--009(1)

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
3
OF 3

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 104-07-009 1.DWG ABORLING

EXHIBIT 'A'
RIGHT-OF-WAY
LEGAL DESCRIPTION

APN: 104-07-009(2)

The following is a legal description of a parcel of land lying with in Section 22, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Parcel 1:

Commencing at the southwest corner of a portion of that parcel of land as described in Instrument Number 3556691, Official Records of Coconino County (herein referred to as R1), said point being in common with the north Right-of-Way line of Butler Avenue as described in R1, from which the northeast corner of that parcel of land described in Instrument Number 3583218 bears North 02°59'32" East, 297.04 feet (Basis of Bearing, North 03°09'54" East per R1) and the **TRUE POINT OF BEGINNING**;

Thence along the westerly line of said parcel, North 02°59'32" East, 264.02 feet;

Thence along the northeasterly line of said parcel, South 52°34'22" East, 98.08 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 312.95 feet and a central angle of 4°31'22" and being subtended by a chord which bears South 52°57'55" East 24.70 feet;

Thence continuing along said northeasterly line, and southeasterly along said curve, 24.70 feet;

Thence leaving said northeasterly line, South 35°54'21" East, 188.08 feet to a point on said northeasterly line;

Thence along said northeasterly line, South 12°51'25" East, 19.88 feet to a point on said north Right-of-Way line of Butler Avenue;

Thence along said Right-of-Way line, North 87°00'29" West, 48.11 feet

Thence continuing along said Right-of-Way line, North 41°04'55" West, 62.60 feet;

Thence continuing along said Right-of-Way line, North 87°00'44" West, 31.99 feet;

Thence continuing along said Right-of-Way line, South 38°35'34" West, 55.61 feet;

Thence continuing along said Right-of-Way line, South 03°15'02" West, 27.93 feet;

Thence continuing along said Right-of-Way line, North 87°53'03" West, 68.76 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.69 Acres, more or less.

Parcel 2:

Commencing at the southwest corner of a portion of that parcel of land as described in Instrument Number 3556691, Official Records of Coconino County (herein referred to as R1), said point being in common with the north Right-of-Way line of Butler Avenue as described in R1, from which the northeast corner of that parcel of land described in Instrument Number 3583218 bears North 02°59'32" East, 297.04 feet (Basis of Bearing, North 03°09'54" East per R1);

Thence along the westerly line of said parcel, North 02°59'32" East, 267.71 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said westerly line, North 02°59'32" East, 11.75 feet;

Thence leaving said westerly line, South 51°03'37" East, 7.42 feet;

Thence South 42°04'05" West, 9.53 feet to the **TRUE POINT OF BEGINNING**;

Containing 35 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



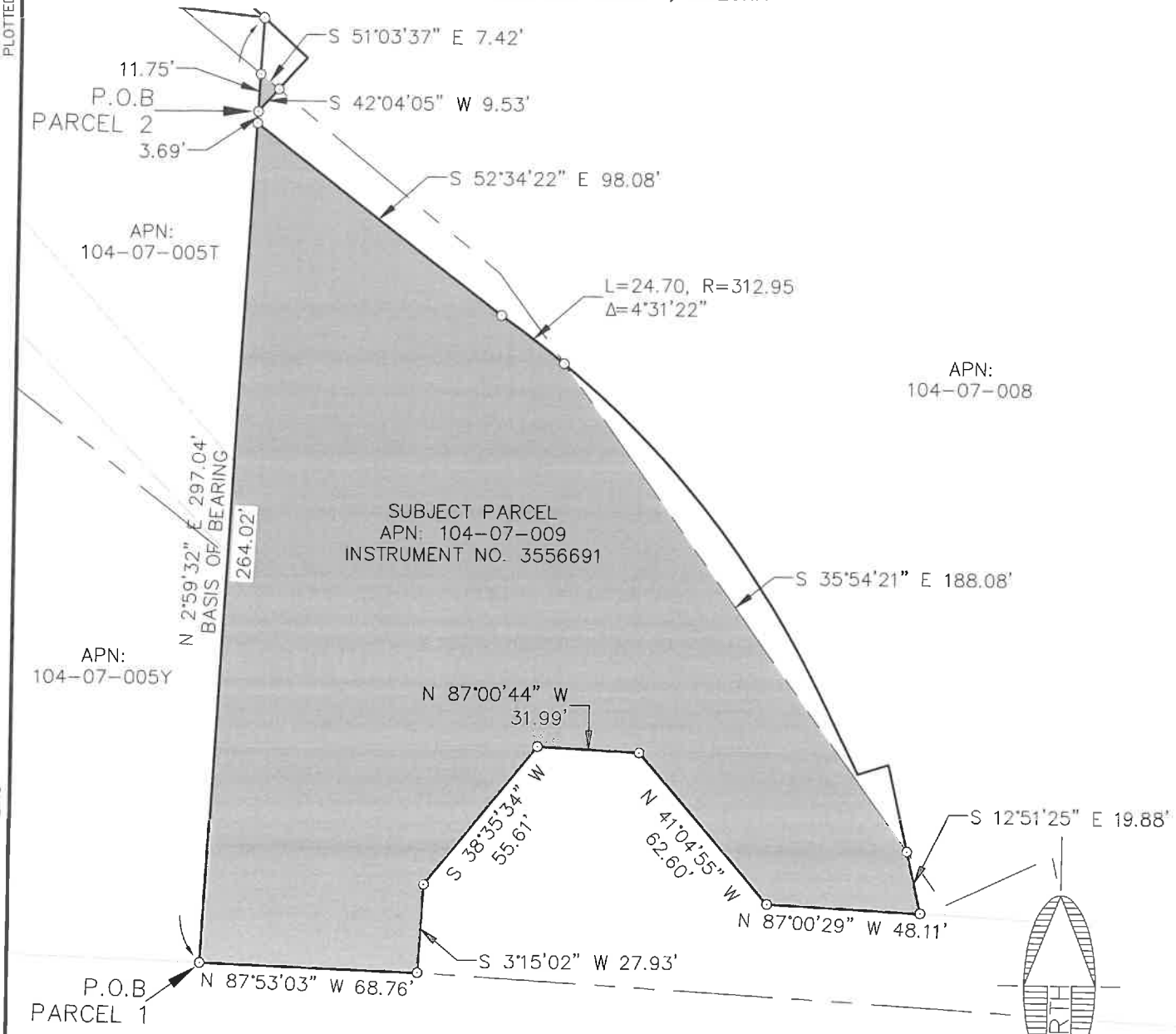
City File No.

Descriptive Title

PLOTTED: Dec 20, 2019-11:25am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



SCALE 1" : 50'

0 25 50

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 12/20/19
ARIZONA U.S.A.
Expires 12/31/20

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CITY FILE NO._____

DESCRIPTIVE TITLE:_____

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 104-07-009 2.DWG ABORLING

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	DEC 2019
SCALE	1" = 50'
DRAWN	MB
DESIGN	
CHECKED	ADB

APN: 104-07-009(2)

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

NAVAJO DRIVE

TEMPORARY WORK AREA EASEMENTS

Parcel Numbers

100-02-098

100-02-099

100-02-100

100-02-101

100-02-102

100-02-103

100-02-104

100-02-105

100-02-106

100-02-107

100-02-108

100-02-109

100-02-110

UPPER

BNSF

PERMANENT EASEMENTS

Parcel Numbers

100-44-002A

100-44-006A

101-27-001C

101-27-002A

104-01-094D

100-43-001C

100-44-001

100-44-003E

101-27-002C

104-01-098A

104-04-011C

104-07-007A

LOWER

COMMERCIAL

RIGHT-OF-WAY

Parcel Numbers

104-07-008

104-07-005Y

104-04-011D

LOWER

BNSF

TEMPORARY WORK AREA EASEMENTS

Parcel Numbers

104-01-098A

100-43-001C

100-44-002A

100-44-006A

101-27-001C

101-27-002A

104-01-094

104-01-094D

104-04-010

104-04-011C

104-07-007A (1)

104-07-007A (2)

100-44-001

LOWER

COMMERCIAL

TEMPORARY WORK AREA EASEMENTS

Parcel Numbers

104-07-005V

104-07-007E

104-07-008

LOWER

CITY OF FLAGSTAFF

TEMPORARY WORK AREA EASEMENTS

Parcel Numbers

100-44-004D

100-44-004E

LOWER

CITY OF FLAGSTAFF

PERMANENT EASEMENT

Parcel Numbers

100-44-004D

100-44-004E

PART: CLAY, LOWER, UPPER 100-44-005A ~~(H2 LOWER, H4 CLAY~~

101-27-002D

LOWER

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Trevor Henry, Project Manager
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE

Rio de Flag Flood Control Project - Update.

STAFF RECOMMENDED ACTION:

Facilitate Council discussion with an update on the Rio de Flag Flood Control Project (Project).

EXECUTIVE SUMMARY:

- The US Army Corps of Engineers continues to move forward with the 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 the project design is anticipated for late summer 2020.
- The US Army Corps is planning on phasing the project. The Lower and Clay Avenue Wash reaches will be Phase I. The Upper reach will be Phase II.
- The US Army Corps is planning to procure a contract for Phase I in 2020 and a contract for Phase II in 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 with regards 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 US Army Corps of Engineers has released the next submittal of the project plans for the project team to review.

Presentation will be submitted later

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 – Foster a Resilient and Economically Prosperous City
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.

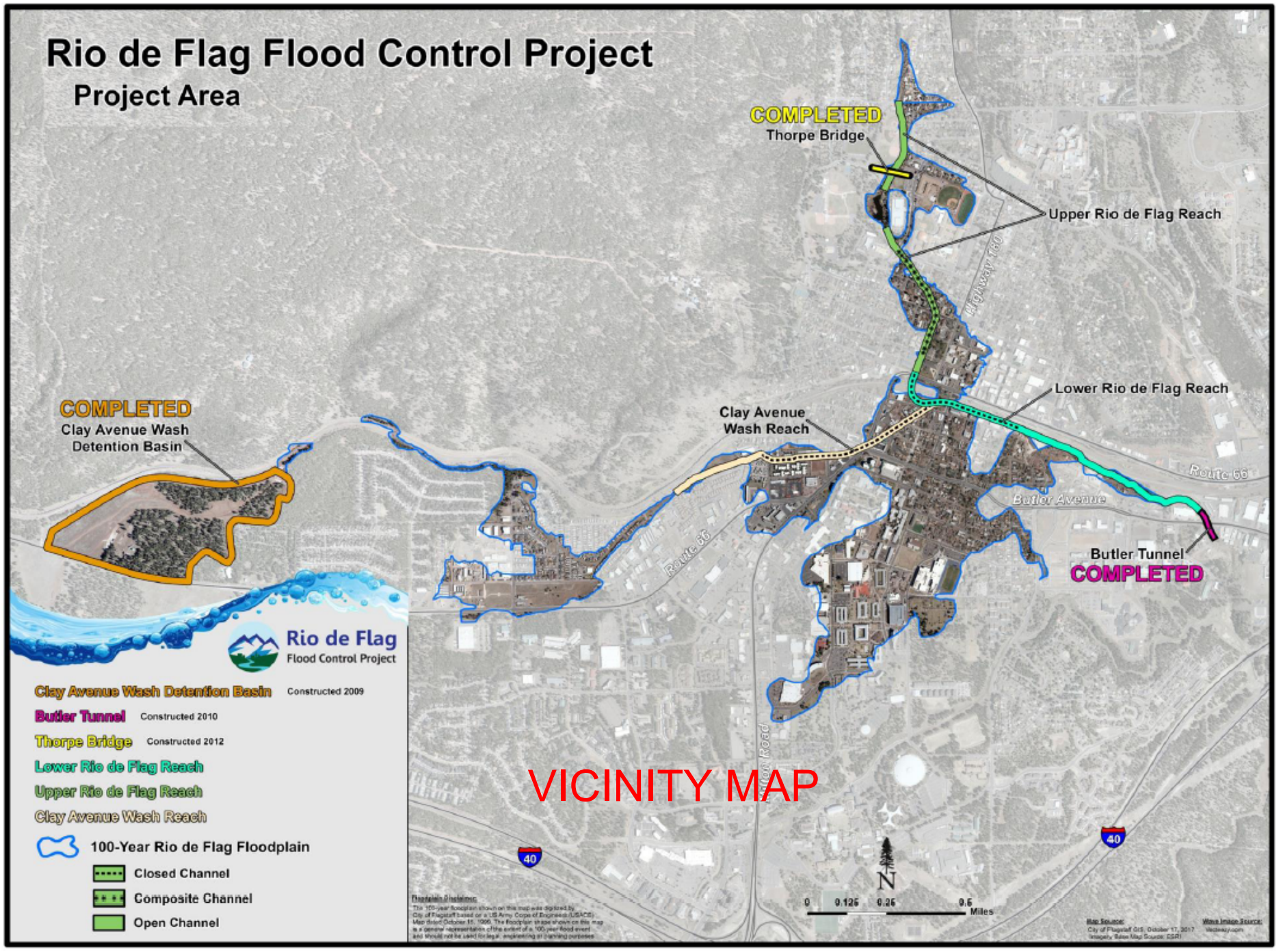
City Council considered and approved Change Order No. 13 to the design contract for Shephard-Wesnitzer, Inc. for added work necessary to take the project design to completion.

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
Presentation

Rio de Flag Flood Control Project

Project Area





City of Flagstaff

Rio de Flag Flood Control Project Update May 19, 2020

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Project Update

- USACE
- Project Design
- Environmental
- BNSF

USACE

- **Project Construction**
  - Creative contract options to procure Phase I
  - $52M federal funding secured
- **Project Submittals to complete Project Plans**
  - Agency Technical – Safety Assurance
- **Advertise Phase I –** September 2020
- **Award Phase I Contract** – November 2020
- **Army Corps of Engineers Endorsement**

Project Design

- **USACE and their Design Consultant**
  - Agency Technical - Safety Assurance submittal issued on May 13, 2020.
  - Next submittal - Buildability, Constructability, Operability, Environmental (Fourth) **July**
- **City to complete the Utility Relocations, finalize the Storm Sewer Design and Street Reconstruction Plans**
  - Finalizing the City's project responsibilities
  - Coordinating Franchise Utilities design relocations
- **USACE schedule for Completion of Design,** September 2020

Environmental

- **Revision to Phase I Documents**
  - Army Corps provided comments
  - City and Army Corps discussion
    - Response Action Plan
    - ADEQ coordination
- **Environmental Health and Safety Plan Development**
  - Consultant submitted Environmental report
  - Drilling down on areas of concern

BNSF RAILWAY CO.

- **Working with BSNF to review the Project Plans**
  - Project plans submitted to BNSF
  - Working through relocation of utilities and effects to BNSF Operations
- **Technical Meetings BNSF-COF**
  - Continue the discussion for an option to cross BNSF with RDF structure
  - City and Army Corps are reviewing draft Construction and Maintenance Agreement.
  - Construction and Maintenance Agreement – Council Consideration

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dylan Lenzen, Sustainability Specialist
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE
Sustainable Food Systems Update

STAFF RECOMMENDED ACTION:
This is an informational update on the Sustainability Section's Food System programming.

EXECUTIVE SUMMARY:
Sustainability staff have been building out exciting new food system initiatives in the past couple of years, and the recent COVID-19 pandemic has made this work ever more critical. This disruption is providing a necessary catalyst to start new initiatives, develop community partnerships, and build new infrastructure to improve access to affordable, healthy food for all of our residents. The efforts that staff will share with you not only address the immediate needs of our community amid the current public health emergency but will provide a foundation needed to build a more resilient food system and community than when we entered the current crisis.

INFORMATION:
Amid the COVID-19 pandemic, Sustainability staff have prioritized work that supports our community's recovery, including work in local food system. This includes actions that support emergency food access in the near term and build food security and local economic recovery in the long term.

COVID-19 Response Efforts

The pandemic and resulting economic disruption have left many individuals without the capacity to pay for basic necessities, including food. Sustainability staff are collaborating with local partners as part of the Food Sector of the Social Safety Net Coalition. From this collaboration, it is clear that there is capacity to meet the growing demand for hunger relief services, but there are concerns of community awareness of these available resources. As a group, we've been collaborating to spread the word about available food resources and services, including at-home delivery.

Additionally, staff have been organizing other food system partners to form a network for action to build broader food system resilience. Networks like this exist in communities across the country and allow for leveraging and mobilization of resources to solve critical issues in the food system. Building this network has been discussed in the past, but the current pandemic has identified a pressing need for such collaboration. Not only will this group support near-term action, but it will also be useful in building a robust and equitable food system as we emerge for the current crisis.

In addition to these actions taken specifically in response to COVID-19, staff are ramping up existing and

planned programs to support long-term food security and economic recovery.

Food Waste Prevention and Recovery

With support from the Natural Resources Defense Council, staff conducted research identifying sources of food waste and potential food recovery in our community. The greatest source of food waste is from our restaurant industry (36%). While this sector has been impacted by recent social distancing measures, the residential sector is a close second (29%) and presents a significant opportunity in light of the current economic downturn. Staff will be communicating household food waste prevention best-practices to maximize available food resources and reduce excess spending on food.

Community Garden Improvements

Across the country, seed distributors are seeing unprecedented demand for seeds, as individuals look to gardening as a mechanism for food security. We are observing a similar spike in interest locally, but not everyone has access to land for gardening. The City's community gardens are an essential resource for lacking garden space. In response to COVID-19, staff have fast-tracked an expansion of garden plots throughout the City, and the O'Leary Street garden in particular. Each individual plot provides rentable growing space for one individual or family. The O'Leary Street garden has historically had only a single garden plot, and with recent improvements, will have 15 new plots. We have also added an additional 5 garden plots across the Izabel and Bonito Street gardens.

This year, the gardens have seen an unprecedented number of new gardeners and demand for scholarships. With this increase in gardening activity, we are anticipating a need for more education. In partnership with the Coconino County Cooperative Extension, staff have begun sharing multiple new virtual education opportunities focused on new gardeners.

Backyard Livestock Keeping Outreach

Staff are conducting outreach to single-family residents with information on how to keep backyard livestock within City limits. These efforts include introducing the City's new permitting requirement that was adopted by Council in November 2019. For those that have the space on their property, backyard livestock, such as chickens, can provide necessary sustenance for a family that may not be able to afford such goods at a grocery store.

Local Economic Development

As we enter a period of economic recovery, the local food system is poised to provide a foundation for future development. In collaboration with community partners and Economic Vitality, staff will be developing shovel-ready projects to utilize available recovery funding to increase our local food supply, jobs, and economic opportunity.

An example of such efforts can be found in the City's Urban Farm Incubator Program, which currently leases vacant City land to beginning farmers as a catalyst to grow their operation. This program, which increases local agriculture and creates jobs, could be expanded as new vacant lots are identified within the community.

Attachments: Sustainable Food Systems Presentation
Waste Food and Recovery Potential Report
Backyard Livestock Keeping Flier

Sustainable Food Systems Update

Dylan Lenzen

Sustainability Specialist

Discussion

1. Background on food systems programming
2. How is COVID-19 impacting food systems
3. COVID-19 response efforts
   - Emergency food access
   - Building and action network
4. Program Update: Efforts to build food system resilience, food security, and economic recovery
   - Food waste prevention and recovery
   - Community garden improvements
   - Animal keeping code outreach
   - Local economic development
5. Seeking City Council direction

Background on Food Systems Programming

- The City's food system efforts have grown steadily over the past decade
  - Community Agriculture Project began in 2010
  - Overhaul of the Animal Keeping Code 2015
  - Urban Farm Incubator 2018
- Community partnerships have allowed for strong engagement and programming
  - Community events and education

    Example: Community Seed Swap
  - Investment in key infrastructure and new businesses

    Example: Flagstaff Foodlink's Grower Grants

How is COVID-19 Impacting Food Systems

The Need for Action

- The gaps and weak points in our food system are being revealed
- Existing inequities are being exacerbated
- Unprecedented demand on social safety net services

A Catalyst for Change

- Opportunity to build a more resilient and equitable food system
- Contribute to economic recovery

COVID-19 Response Efforts

Providing emergency food access and building an action network

- Sustainability staff are participating in the Social Safety Net Coalition
  - Focused on communicating emergency food access resources
- Working to build a food action team
  - Network of regional food system partners
  - Leverage knowledge and resources to take action
  - Goals:
    - Problem solve and respond to immediate needs
    - Develop shovel-ready projects that build food system resilience
    - Support longer-term economic development

Program Updates

Food waste prevention and recovery

Less Wasted Food

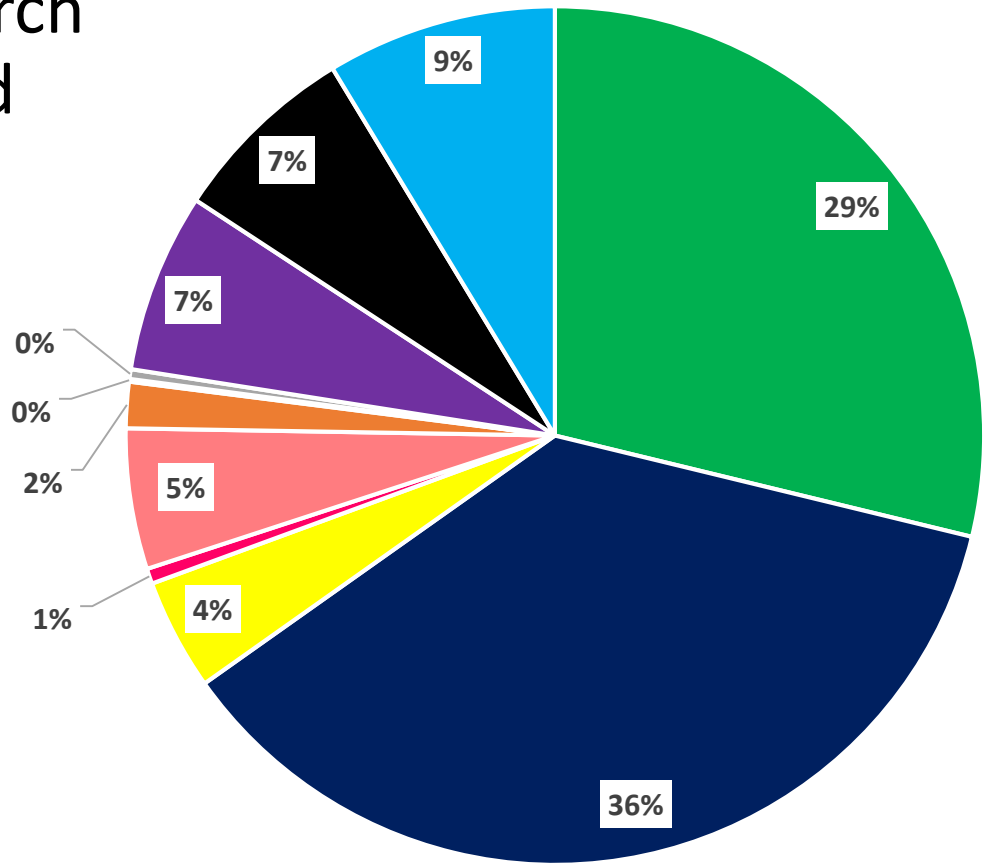
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Less Waste Management + **More Food Relief** + **Addressing Climate Goals**

Program Updates

Food waste prevention and recovery

Recently conducted research identifying sources of food waste and recovery



Program Updates

Community garden expansion and improvements

- Expanding the O'Leary St. Garden
- 20 new garden plots this year
- Unprecedented number of new gardeners and scholarships provided
- Collaborating with the Cooperative Extension to provide education needed for new gardeners



Program Updates

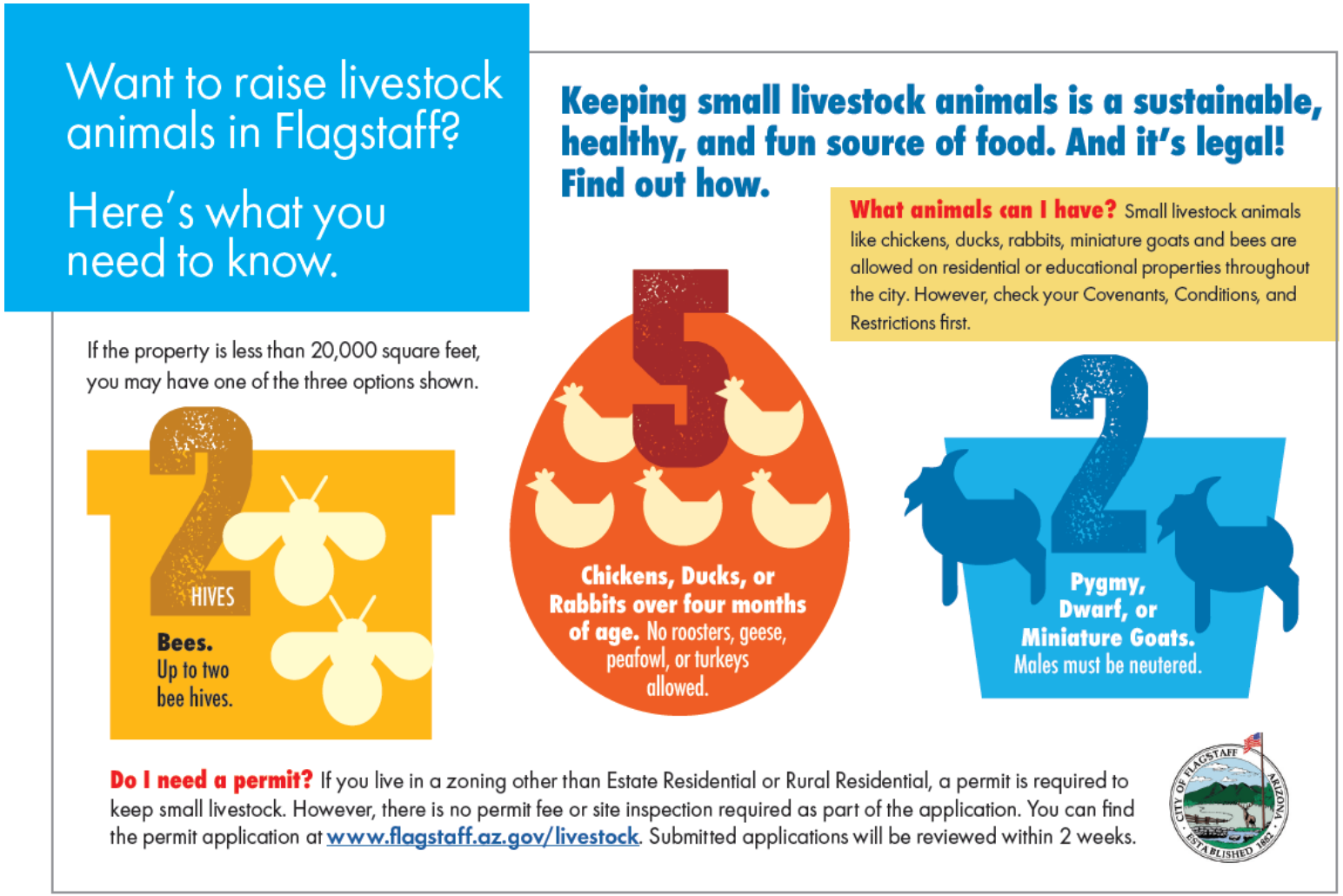
Backyard livestock keeping outreach

- Distributing outreach to all single-family homes in Flagstaff
- Backyard livestock are a mechanism for food security
- Communicating the recent updates to the Animal Keeping Code
  - New permitting system – more updates to come



Program Updates

Backyard livestock keeping outreach



Program Updates

Supporting local economic development

- The food system as a pillar of economic recovery
- Urban Farm Incubator
  - Working on a lease extension to improve the viability of the current and future users
  - Model for the use of other vacant City lots to increase local agriculture and jobs
- Exploring shovel-ready projects with community partners and Economic Vitality



Discussion

Seeking Council direction

Given the constantly evolving circumstances, we would appreciate:

- Your feedback on existing and future efforts
- Are there any immediate gaps you see in these efforts?
- Are there key stakeholders that we should be including in networking and collaboration?

Discussion

Estimating quantities of food waste and the rescue potential in Flagstaff

About Our Research and the Calculator

Estimating a baseline of amounts currently being wasted is a critical first step in addressing food waste. Without having some basic information about how much food is being wasted and where that occurs, it is impossible to assess progress. Yet few cities have attempted such an assessment. Similarly, few cities have tried to estimate how much surplus food—beyond what is currently being donated—could potentially be rescued and directed to people in need. Having data on this untapped potential clarifies the scale and sources of rescuable food and can inform strategies for increasing participation in food donation efforts and bolstering food rescue infrastructure. It also highlights what portion of the city's "meal gap" could potentially be addressed through increased food donation.

Though actual measurement of wasted food is optimal, waste audits can be costly, time-consuming, and sometimes impractical. With this in mind, the first phase of NRDC's Food Matters project was focused on original research to develop two methodologies: one by which to estimate how much food is going to waste in a city, and another to assess how much discarded food could potentially be rescued to assist food-insecure people in the community. To make our methodologies more accessible and the research applicable to other locations, we then developed a calculator to help cities estimate sources and quantities of food waste generated in both their residential and their commercial sectors, as well as to estimate the quantity of potentially rescuable food from the commercial sector. This tool can help assess the initial scope of food wasted in a city, but as it is a high-level, sector-based estimate, the tool is not applicable for evaluating progress in reducing food waste generation and increasing food donation over time, nor can it derive facility-level estimates. Further, the calculator is a snapshot based on national estimates and cannot factor in past or future efforts to reduce the amount of food going to waste. Any work that Flagstaff has already done at the local level will not be captured in the estimates, nor can the calculator be used to assess progress at a future date.

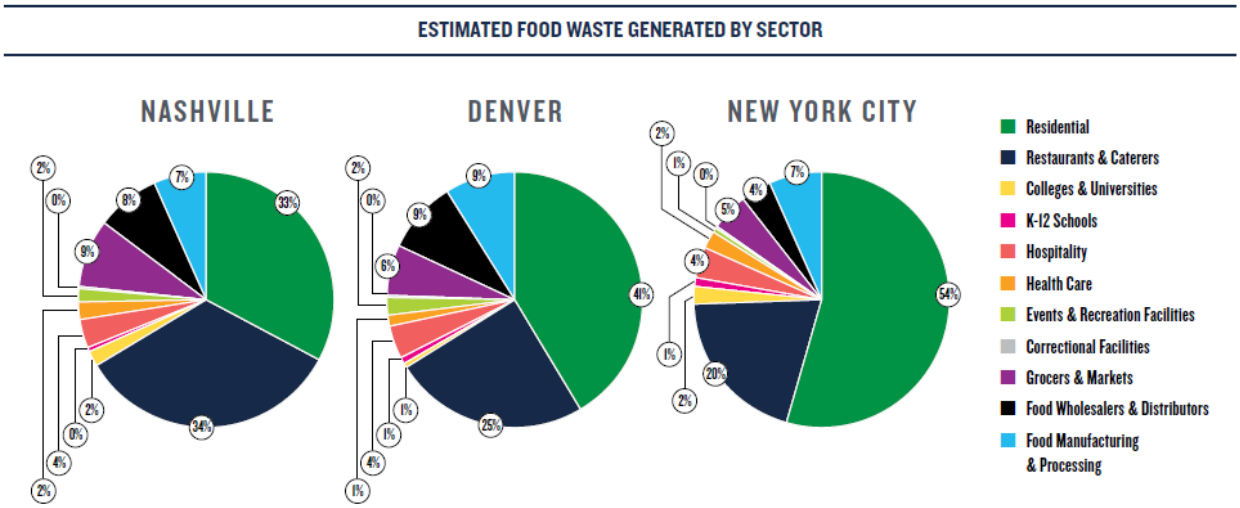
Our calculations are based on a range of national data sources and our own research related to wasted food and rescue potential in cities. Our research findings are presented in full under the report titles *Estimating Quantities and Types of Food Waste at the City Level (Report and Technical Appendices)* and *Modeling the Potential to Increase Food Rescue: Denver, New York City and Nashville.* Final reports for the first phase of research can be found at https://www.nrdc.org/resources/food-matters-what-we-waste-and-how-we-can-expand-amount-food-we-rescue. Please refer to the methodology sections of both reports for more detailed information about the source models.

Thank you for your diligent work evaluating and compiling various data sets. Though the assessment is an estimate, we are hopeful that this analysis presents a more detailed picture than existing evaluations to date.

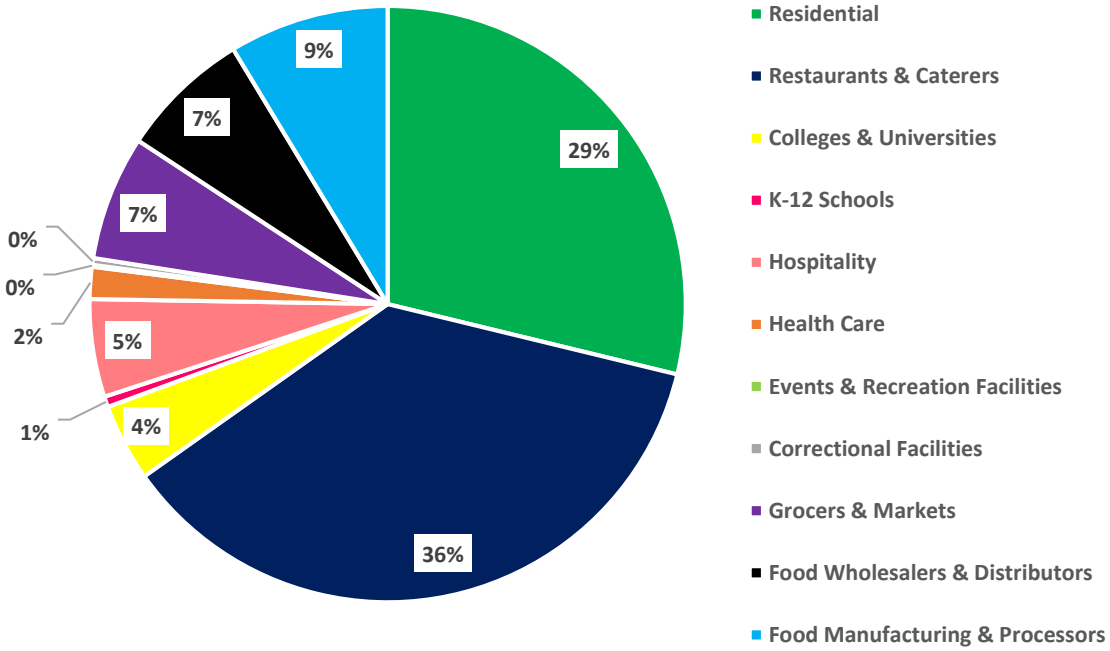
The Results for Flagstaff

Estimating Food Waste Generation by Sector

The estimates for food waste generated in Flagstaff show some slight variance from the three cities we studied in our first phase of research, but the overarching trends are consistent with other cities analyzed.



Estimated Food Waste Generated By Sector in Flagstaff



In all, we estimate approximately 24,000 tons of food waste are generated in Flagstaff each year. The top two sectors contribute about two-thirds of food waste in the city. The largest industrial, commercial, and institutional (ICI) sector generating food waste is restaurants, totaling 8,600 tons. The residential sector is a close second with an estimated 6,800 tons of food waste per year. The third largest sector, food manufacturing and processing generates 2,000 tons. The next tier of sectors each generates about 7 percent of the total at 1,600 tons from food wholesalers and large retailers. The remaining food waste generated in Flagstaff is split between six sectors:, 5 percent from hospitality, 4 percent higher education, and less than 700 tons of food waste generated annually combined from health care, K-12 schools, correctional facilities and event facilities.

Although the residential sector and the restaurant sector are the largest estimated contributors to food waste, these are also the sectors with the most members, meaning a large number of entities are each producing on average a relatively small amount of waste. Whereas, there are significantly fewer food wholesalers or universities producing a considerable amount of food waste.

Summary of Estimated Tons of Food Waste Generated in Flagstaff

Sector	Estimated Tons of Food Waste Generated	% of Total ICI only
Restaurants	8,619	51%
Food Manufacturing and Processing	2,052	12%
Food Wholesalers and Distributors	1,680	10%
Grocers and Markets	1,601	9%
Hospitality	1,255	7%
Colleges and Universities	994	6%
Health Care	411	2%
K-12 Schools	136	1%
Correctional Facilities	87	1%
Event and Recreation Facilities	24	<1%
Residential	6,817	
Total	23,676	

Modeling the Potential to Increase Food Rescue

Our second scope of analysis looks at the amount of surplus food that could potentially be rescued and redirected to address food insecurity. Our analysis provides a guidepost for what's possible, to better inform further development of the food rescue system. Below, we look at the two scenarios explored in this component of our research. The scenarios differ by the rate of donation and the percentage of area businesses participating as food donors. Our methodology addresses grocery retailers, convenience stores, restaurants, caterers, and various types of institutional foodservice; these are the commercial sectors for which reliable national data on current, actual donations were available to drive our calculations.

Maximum Scenario: Our maximum scenario characterizes the greatest amount of surplus food in the retail, restaurant, and institutional sectors within each city that we believe could hypothetically be donated. This scenario assumes 100 percent participation among area businesses and institutions and our most optimistic assessment of the amounts of surplus food that could potentially be suitable for donation under optimal conditions. As such, the maximum scenario describes the uppermost limit of what we believe to be theoretically possible.

Ambitious Scenario: The second scenario describes an ambitious yet attainable set of possibilities, assessing the amount of rescuable food that could be available using more realistic assumptions and existing donation patterns (based on national data for the business sectors evaluated). As such, the ambitious scenario is more rooted in current rescue realities in these sectors nationally. It acknowledges, for instance, that donation activity in sectors such as restaurants is currently relatively limited and will take time to grow given the challenges of rescuing prepared food from many disparate locations.

The table below highlights the potential envisioned under NRDC's methodology. Note that these figures reflect the potential from businesses located only within Flagstaff and don't include donated foods sourced from other places. Some portion of the calculated amounts is likely already being donated, particularly in the grocery sector.

RESCUE POTENTIAL BY SECTOR FOR FLAGSTAFF

Sector	Potential under **Ambitious Scenario** (Tons/Year)	Potential under **Maximum Scenario** (Tons/Year)
Grocers and Markets	490	613
Convenience Stores	36	292
Hospitality	30	89
Colleges and Universities	18	53
Full-Service Restaurants	12	119
Health Care	10	30
Limited-Service Restaurants	4	43
K-12 Schools	3	24
Caterers	3	9
Coffee Shops	2	18
Total	608	1,290

The estimates for food rescue potential in Flagstaff are generally consistent with the cities we studied in our first phase of research as well as the other USDN cities participating in this opportunity, with some slight variances. The original research deducted existing donations from the analysis; we have not yet endeavored to remove the "tapped" sources from this analysis but that could be a future level of review.

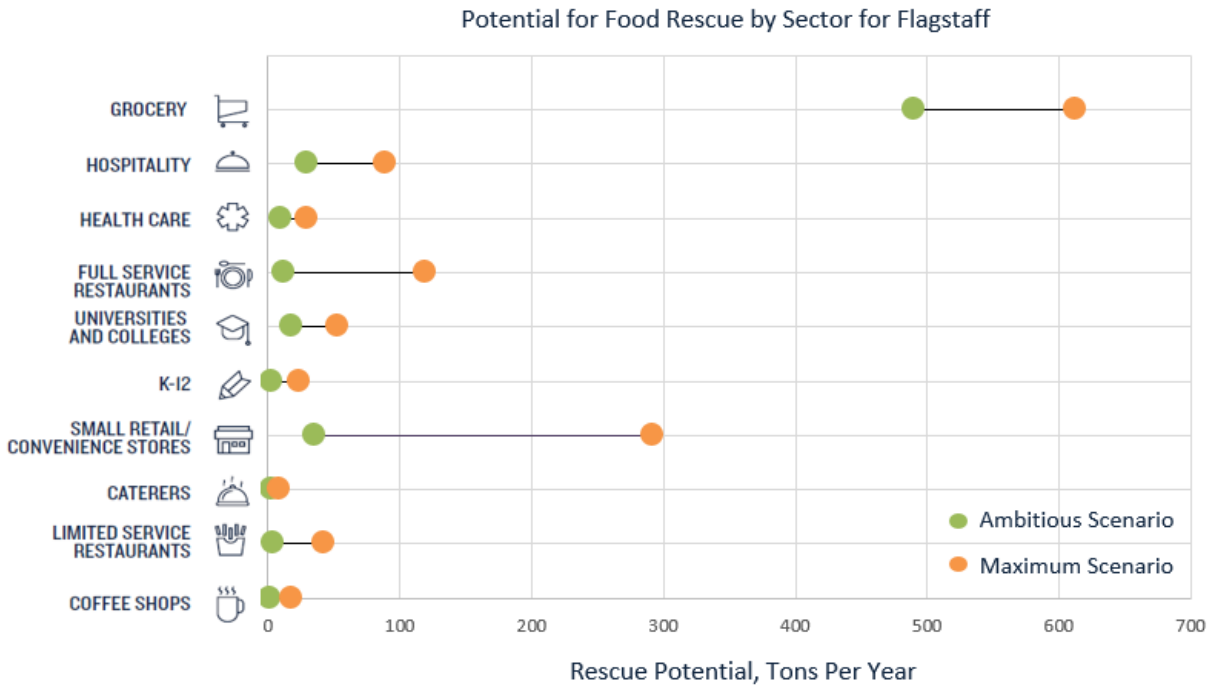
Looking first at the maximum scenario, approximately 1,300 tons of food could potentially be rescued. The majority (70 percent) of this food comes from retail stores – 292 tons from small retail /

convenience stores but most of the potentially rescuable food comes from larger grocery stores at 613 tons annually. Another 119 tons of food or 10 percent could come from restaurants with most of that coming from limited service restaurants. The hospitality sector is likely an untapped potential source of rescuable food with about 7 percent the total estimated potential.

Alternatively, the ambitious scenario suggests that more feasibly, about 600 tons of surplus food could be rescued from these sectors in Flagstaff. Under this scenario, which takes into account both smaller amounts of rescuable food as well as much lower participation rates for convenience stores, the small retail sector drops down to 36 tons of surplus food per year or 6 percent. Grocers and Markets show the most promise for donation with about 80 percent of the total rescue potential. On the other hand, the rescue potential for restaurants drops substantially to 16 tons, reflecting the significant logistical barriers to food rescue in that sector. While restaurants represent a larger portion of overall wasted food, much of that waste occurs after the food is served and is unsuitable for rescue. Also, NRDC estimates that fewer than 5 percent of all restaurants in the country currently donate. Our ambitious scenario assumes that 15 percent of restaurants would donate surplus food, still requiring a large boost in donations from this sector.

In both scenarios, the retail grocery sector has the largest potential for food rescue. However, large retailers are often well-connected to food rescue organizations and this sector is likely well-tapped. Often, small retail stores are less familiar with donation incentives, and fewer of them currently donate. Food quality concerns may be significant, and the combination of small amounts and many disparate locations can make rescue logistics challenging. Grocery stores that donate at the highest rates are often able to do so by ramping up donation of perishable items. Perishable food categories including produce, dairy, meat and deli represent a substantial 53 percent of all U.S. grocery sales. This large share of perishables among U.S. grocery sales and input from industry leaders suggest that donation rates could expand substantially if rescue infrastructure for perishables was fully scaled up.

The chart below highlights Flagstaff's data in a schematic format:



Meals Gap

In addition to estimating how much additional surplus food could potentially be rescued in Denver, Nashville, and New York, we compared those amounts of food to each community's estimated meal gap, working from Feeding America data.[1] To translate food tonnage into meal equivalents we assumed that "meals" weigh 1.2 pounds on average. We also acknowledge that some food may go to waste after donation (either within the hunger relief system or after it is provided to food insecure individuals), but we did not attempt to deduct this amount due to the limited availability of data.

Feeding America estimates the food insecurity rate in Flagstaff to be 18 percent (higher than the US rate of 13 percent) or 4.2 million meals per year for a total annual food budget shortfall of $13.4 million. Under the ambitious rescue potential model, we estimate that approximately 1 million meals could be rescued from the sectors under review located within Flagstaff, representing 46 percent of the meal gap. The value of that rescuable food is estimated to come close to $3.3 million. The maximum recoverable potential model identified more than 2 million meals that could potentially be rescued or enough to fill nearly all of Flagstaff's meals gap (97 percent). This is somewhat of an unusual result – often we have found that for larger cities, there is not enough surplus food located within the city to meet the meal gap. There may be an opportunity for Flagstaff's businesses to also support the

[1] Feeding America reports county level data. We assume an even distribution of food access across the county in order to estimate the city-level meal gap. This may be a false assumption. If you have more nuanced data of city-level food insecurity, we would be happy to revise the analysis with your data.

surrounding region with food donations. Note that some portion of the estimated potential is likely already being rescued, although we expect that the untapped potential remains sizeable, particularly for perishables in the grocery sector as well as prepared foods in the hospitality and healthcare sectors.

Differences Between Rescue Potential and Waste Generation Models

At this point it may be helpful for us to provide a note on the sectors analyzed in this research relative to the above waste generation assessment. Because of data limitations and the unique data sources utilized for this research, the results presented in this assessment are not wholly parallel to the results from the waste generation assessment. For example, there is a dearth of data available to assess the surplus food rescue potential from food wholesalers and distributors, food manufacturing and processing, event and recreation facilities, correction facilities, and others. Though the data is not available, it does not mean that there is no potential to rescue surplus food from these facilities, but rather that a meaningful estimate is not possible. The residential sector was not assessed for its food rescue potential because the food wasted at the household level is not appropriate for donation.

Additionally, for the waste generation assessment, sufficient data were not available to assess how much food is wasted from the convenience store and small retail sector; therefore, it is not featured in the waste generation estimates. Furthermore, more granular data are available for the rescue potential from different kinds of restaurants – full service, limited service, coffee shops, caterers – enabling us to disaggregate those sectors for the rescue analysis.

Recommendations for Further Action

- Food scraps collection from residences and consumer-facing businesses is often challenging but is a critical component of meeting zero waste goals. Together, households and restaurants likely contribute two-thirds of the food waste in Flagstaff. Engaging residents in food scrap reduction and recycling will be critical to improved waste management.
- If the food manufacturing and processing businesses in Flagstaff are household brands, they may be highly conscious of their sustainability image. High visibility technical assistance could be a motivator for engaging these companies to improve their business operations and reduce food waste. Some of them may already be implementing food waste prevention techniques; developing a peer-to-peer learning workshop could be another method for ramping up solutions.
- Food wholesalers and distributers are a sizeable component of Flagstaff's total food waste generation and may be an area of opportunity for food rescue. Often, these businesses have similarities to retailers which make donation simpler than for consumer-facing businesses with prepared food offerings.
- Targeting universities and colleges with food waste reduction technical assistance could prove to offer the largest return on concentrated effort. In contrast to other sectors which have many entities contributing small amounts of food waste each, this sector has relatively few facilities which would make concentrated efforts potentially more impactful. Similarly, the hospitality sector generates substantial food waste and may benefit from similar technical assistance.
- New food donors may need technical assistance to overcome actual or perceived barriers to donate additional surplus food, including finding a suitable food rescue partner, information on liability protections and tax incentives and support for staff training.

- Health inspectors can be invaluable assets in educating licensed food facilities on how to safely donate surplus food. This is particularly important in the foodservice sector where many businesses are new to food donation. Improved communication and education of these businesses will be necessary to fulfill the ambitious scenario predictions.
- Local rescue organizations likely have information about what food is currently being donated and from where. We recommend future coordination with rescue organizations operating in Flagstaff to identify current donation levels and the untapped portion of the estimates above.

Want to raise livestock animals in Flagstaff?

Here's what you need to know.

Keeping small livestock animals is a sustainable, healthy, and fun source of food.

What animals am I allowed to have?

Small livestock animals like chickens, ducks, rabbits, miniature goats and bees are allowed on residential or educational properties throughout the city. However, you may have Covenants, Conditions, and Restrictions (CC&Rs) that limit your ability to keep livestock. You can obtain a copy of the CC&Rs from your active homeowners association or your landlord.

If the property is less than 20,000 square feet, you may have a total of:







Do I need a permit?

If you live in a zoning other than Estate Residential or Rural Residential, a permit is required to keep small livestock. However, there is no permit fee or site inspection required as part of the application. You can find the permit application at www.flagstaff.az.gov/livestock. Submitted applications will be reviewed within 2 weeks.

What about large livestock?

Large livestock, such as horses, cows, pigs, sheep, and llamas, are allowed on lots zoned Estate Residential or Rural Residential. For more information on large livestock keeping requirements, visit www.flagstaff.az.gov/livestock.

If the property is 20,000 square feet or greater, you can keep even more animals! Visit www.flagstaff.az.gov/livestock for more information.

How can I be a good neighbor?

Be proactive and inform your neighbors about your desire to keep livestock. Let neighbors know that you are aware of the regulations regarding the keeping of urban animals and that their concerns will be addressed in a timely manner. Keep your yard clean and free of accumulated animal waste. Keep animal feed in a rodent proof container.

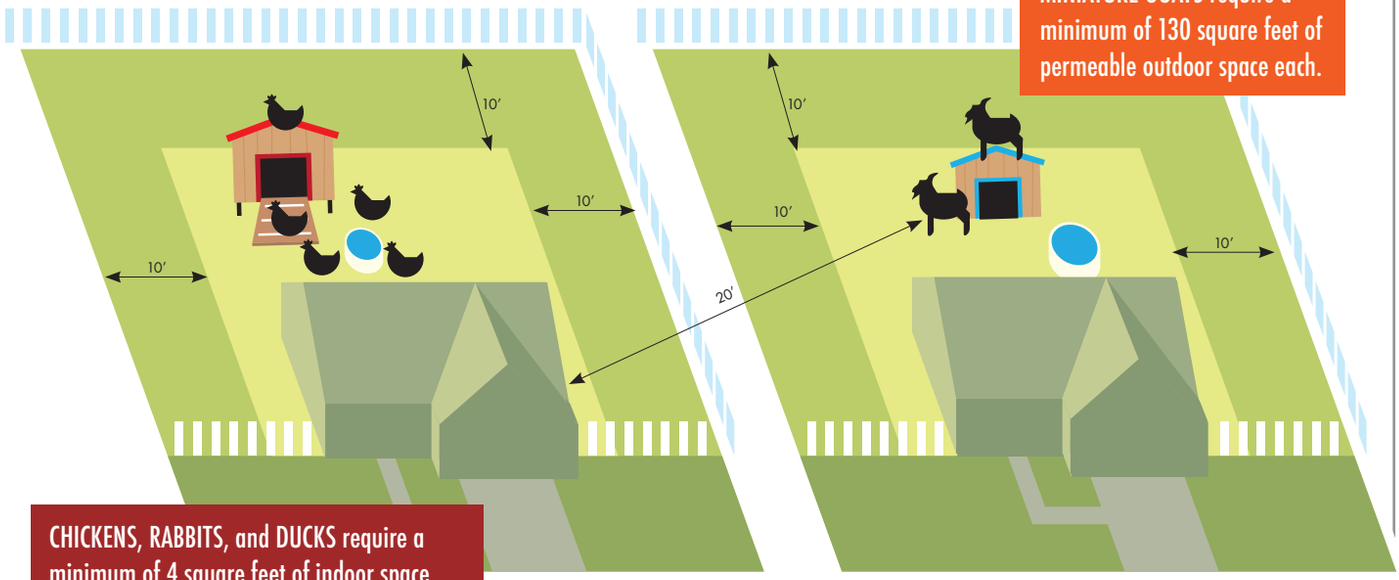
Please contact the Sustainability Section at 928-213-2158 for information related to these standards. Visit www.flagstaff.az.gov/livestock for community resources.

Next Steps

1. Visit www.flagstaff.az.gov/zoningcode to determine your property's zoning.
2. Review the full livestock animal keeping code and apply for a permit at www.flagstaff.az.gov/livestock.
3. Unsure about the size of your property? Look it up at the Coconino County Parcel Viewer. You can find it at www.flagstaff.az.gov/livestock.
4. Educate yourself on how to properly care for these animals.

Is my yard big enough?

Not every property is big enough to house small livestock animals properly and meet the required standards. Chickens, rabbits, and ducks require a minimum of 4 square feet of indoor space and 10 square feet of permeable outdoor space each. Miniature goats require a minimum of 130 square feet of permeable outdoor space each. Bee hives must be located at least 10 feet from all property lines with a 6 foot flyaway barrier that extends 5 feet beyond the hive in each direction. The hive must be pointed toward the center of the property with a water source provided on site.

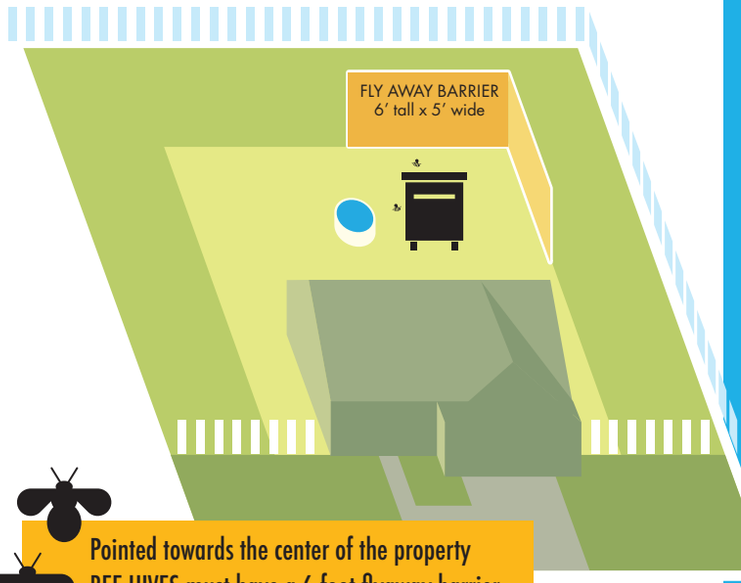


MINIATURE GOATS require a minimum of 130 square feet of permeable outdoor space each.

CHICKENS, RABBITS, and DUCKS require a minimum of 4 square feet of indoor space and 10 square feet of permeable outdoor space each.

10′

Structures used to provide shelter for small livestock must be located in the side or rear yard, and at least 10 feet from all property lines.



Pointed towards the center of the property BEE HIVES must have a 6 foot flyaway barrier that extends 5 feet beyond the hive in each direction.

What about animal shelters?

A shelter is required to protect your outdoor animals from the weather. Shelters must be covered, predator-resistant, properly ventilated, and designed to be easily cleaned and maintained. Structures used to provide shelter for small livestock must be located in the rear yard, and at least 10 feet from all property lines, except those abutting an alleyway. Shelters also need to be located at least 20 feet from any neighboring homes.

Do I need a permit for a shelter?

A building permit is not required for a shelter 200 square feet or less in area. Other permits (zoning, electrical, plumbing) may be required depending on the scope of the work. Please contact a residential plan reviewer at 928-213-2628 for any Building Code related questions.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rebecca Sayers, Parks and Recreation Director

Date: 05/13/2020

Meeting Date: 05/19/2020

TITLE

Discussion on the current and future use of the Joel Montalvo Park building, also known as old Fire Station #2.

STAFF RECOMMENDED ACTION:

Staff is seeking Council direction on the use of this community asset.

EXECUTIVE SUMMARY:

The building located within Joel Montalvo Park at 2211 E. First Avenue was acquired by the City of Flagstaff as part of Mount Elden Little League Park in 1959. The building was used as a fire station, and then in approximately 2012, became used as a park maintenance annex including equipment and turf maintenance supply storage. In addition, the building houses permanent restrooms for the park. More recently, the building has become the east side park deployment site for Parks Maintenance staff during the COVID-19 pandemic to reduce the number of staff reporting to the main Parks/Facilities Maintenance Shop on Thorpe Road.

There is interest in the community to re-purpose the building to more of a community use. The intent of this agenda item is to hear the Council's vision for this building and provide direction to staff about how to move forward.

INFORMATION:

In 1925 the Joel Montalvo Park land was accepted by the Coconino County Board of Supervisors from the owner who dedicated the land as "PUBLIC PARK" on the original plat map. The Joel Montalvo Park land was acquired by the City of Flagstaff from the Coconino County Board of Supervisors in 1959. At the time, the park was called Mount Elden Little League Park. Attached is the Planning Department Data Sheet explaining that the entire parcel was dedicated as a park, with assets including a ball field, stands, announcement booth, and fire station on the northeast corner. The fire station building is the building to be discussed at this Council meeting. In 2011, the Fire Department moved out of this location and the building became vacant. As the building is on park property, and due to shortage of storage and office space at the existing Parks/Facilities Maintenance facility on Thorpe Road, Parks began using the space for Parks Maintenance operations.

The park consists of the Joe Garagiola Sr. little league ball field, which was sponsored by the Arizona Diamondbacks and dedicated in 2012. This field is mainly used by West Flagstaff Little League. In 2017,

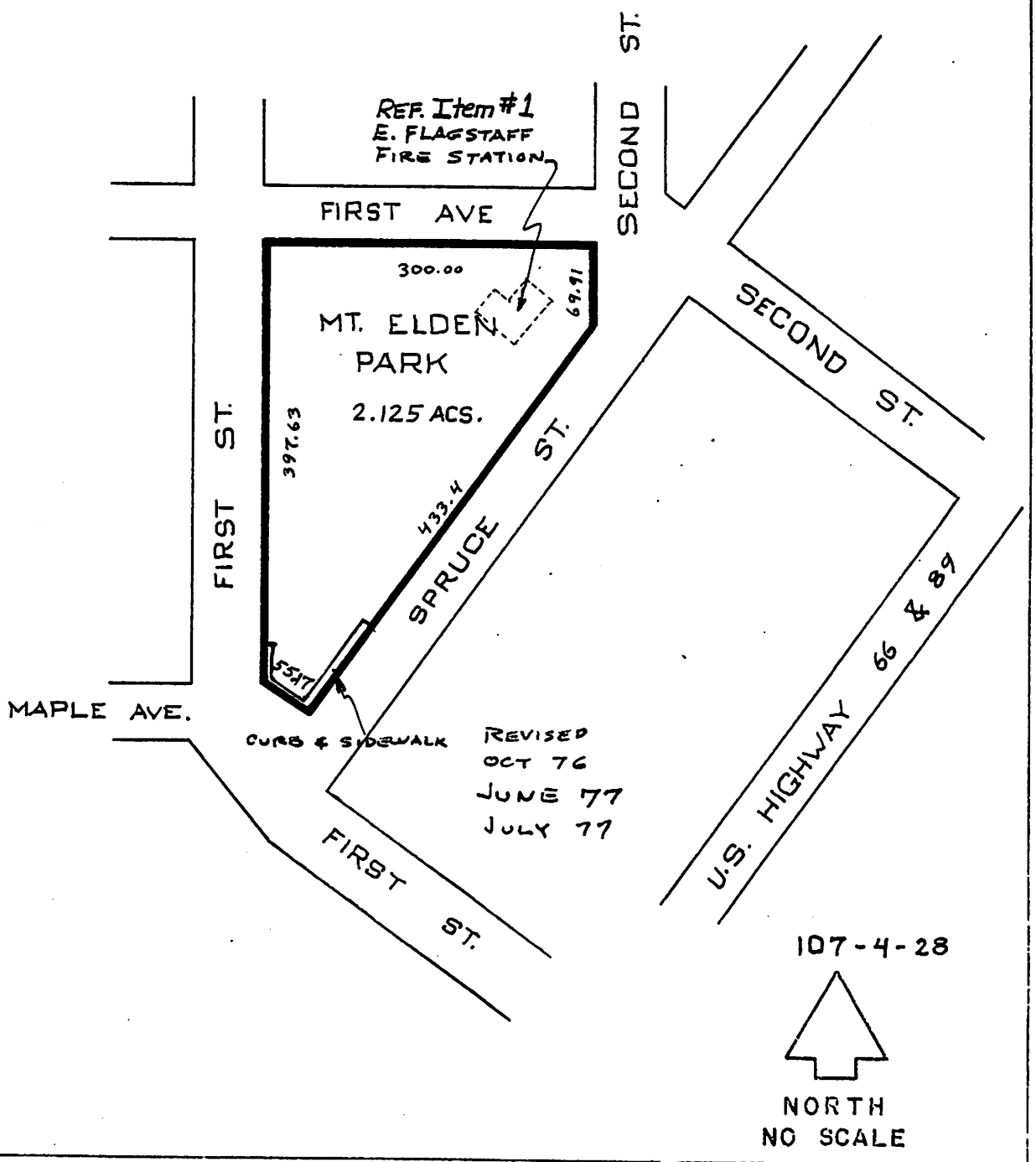
CDBG funds were used to improve the parking lot and landscaping. In 2019, Parks staff converted a portion of the building to permanent restrooms to serve the community instead of having portable toilets at the location. Also in 2019, through the Economic Vitality Arts and Sciences Program, a mosaic was installed on the building by local artist Sonja London-Hall; the artist/project was a finalist for a Viola Award in the same year.

During the recession of 2008/2009, there was discussion at the Council level about the possibility of selling this property, but due to the 1925 deed restriction as a public park, it was determined unfeasible to sell. The discussion today will allow for Council to give direction to staff about their vision for this community asset. Some options include the following:

- Continue use as a Parks Maintenance east side annex for operations
    - This location has proven to be highly efficient for Park Maintenance operations, equipment, and staffing
- Possible lease to a parks and recreation related third-party organization
    - This would include a Request for Proposals procurement process and contract/lease development
- Other uses or options as discussed by Council

Attachments: Montalvo dedication document
Montalvo warranty deed
Montalvo Agreement 96
Presentation
1925 Original Plat Map

ITEM
35



CITY PROPERTY SURVEY
PLANNING DEPARTMENT
City of Flagstaff

MAP

PAGE 72

ITEM 35

PROPERTY AQUIRED

MT. ELDEN LITTLE LEAGUE PARK

FROM

BOARD OF SUPERVISORS, COCONINO COUNTY

DATE

1 JULY 1959 AGREEMENT 96

REASON

DEDICATED PARK AT TIME OF PLAT

Joe Montalbo

LOCATION

107-4 17-22

GENERAL DESCRIPTION

N 1ST ST. & SPRUCE

SUNNYSIDE LOT 3 BLK 7 2.125 ACRES

ENTIRE PARCEL DEDICATED PARK.
FIRE STATION OCCUPIES .5 ACRES SITUATED IN N.E. CORNER OF PARCEL. REF. ITEM 1 PG 4

DEVELOPMENT

PRESENT
PROPOSED

BALL FIELD STANDS, ANNOUNCEMENT BOOTH FIRE DEPARTMENT ON NE COR.

Revised
OCT 76
MAY 77
JUNE 77
JULY 77

UTILITIES AND STREET IMPROVEMENT

CURB	YES SOUTH CORNER ONLY
SIDEWALK	YES SOUTH CORNER ONLY
GUTTER	YES SOUTH CORNER ONLY
PAVEMENT	YES
WATER	AVAILABLE IN SURROUNDING SUBDIVISION
SEWER	AVAILABLE IN SURROUNDING SUBDIVISION
GAS	AVAILABLE IN SURROUNDING SUBDIVISION

CITY PROPERTY SURVEY
PLANNING DEPARTMENT
City of Flagstaff

DATA SHEET


AVENUE
6850
MAIN
6855.5
FIRST
150'
230'
AVENUE
6850
128'
SPRUCE
160'
SECOND
SECOND
STREET
AVENUE

P
336

Joel Montalvo Park

WARRANTY DEED

For the consideration of the lease of the concession stand at Mt. Elden Little League Field for a period of 15 years, MT. ELDEN LITTLE LEAGUE, hereafter called Grantor, whether one or more than one, hereby conveys to the City of Flagstaff, Arizona, a municipal corporation, the concession stand constructed by Grantor upon the following real property situated in Coconino County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

> The easterly 40 feet of the westerly 230 feet of the southerly forty feet of the northerly 160 feet of that parcel of land dedicated to the public as a public park, as shown on the Plat of Sunnyside Subdivision as recorded in Book 1, Page 48, Office of the Recorder, Coconino County, Arizona.

Dated this 17 day of June, 19 81.

STATE OF Arizona)
) ss.
County of Coconino)

MT. ELDEN LITTLE LEAGUE

By Joel H. Montalvo
President

My Commission will expire

STATE OF Arizona)
) ss.
County of Coconino)

This instrument was acknowledged before me this 17th day of June, 19 81, by Joel H. Montalvo

Notary Public

file Vault.

A 96

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1960, by and between the CITY OF FLAGSTAFF, Coconino County, Arizona, FIRST PARTY, and THE BOARD OF SUPERVISORS of Coconino County, Arizona, SECOND PARTY.

W I T N E S S E T H:

WHEREAS, the Second Party had created a fire district known as the East Flagstaff Fire District, which Fire District was abandoned by election pursuant to Arizona Revised Statutes, Section 9-1008 A.R.S.,

NOW, THEREFORE, the Second Party of Coconino County agrees to furnish to the First Party all of the assets in the former fire district for First Party's use under the following terms and conditions.

TERM:

The term of this Agreement is to be for a period of Five (5) years, beginning on the date first mentioned herein, and ending at midnight on the last day of said five (5) year term.

COVENANTS: That the First Party in consideration of these property assets is to furnish fire protection to the best of its capacity, ability and availability of equipment without assuming any financial responsibility or liability of any kind for fire losses of any kind or description whatsoever to the remaining inhabitants of the East Flagstaff Fire District, outside of the city limits, during the period of five (5) years from the date hereof.

It is further understood and agreed that the obligation referred to herein of the First Party is and shall remain during the said five (5) year period to include only such structural improvements as exist at the present time and,

It is also understood and agreed that First Party does not hereby contract to furnish absolute fire protection to any of said areas, but only to the extend of availability of fire personnel, equipment and water.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF

By _____
Mayor, First Party, City of Flagstaff.

ATTEST:

_____
Clerk, City of Flagstaff

BOARD OF SUPERVISORS OF
COCONINO COUNTY, ARIZONA

By _____
Chairman

_____
Clerk, Board of Supervisors

Montalvo Building Discussion

Rebecca Sayers

May 19, 2020

TEAM FLAGSTAFF

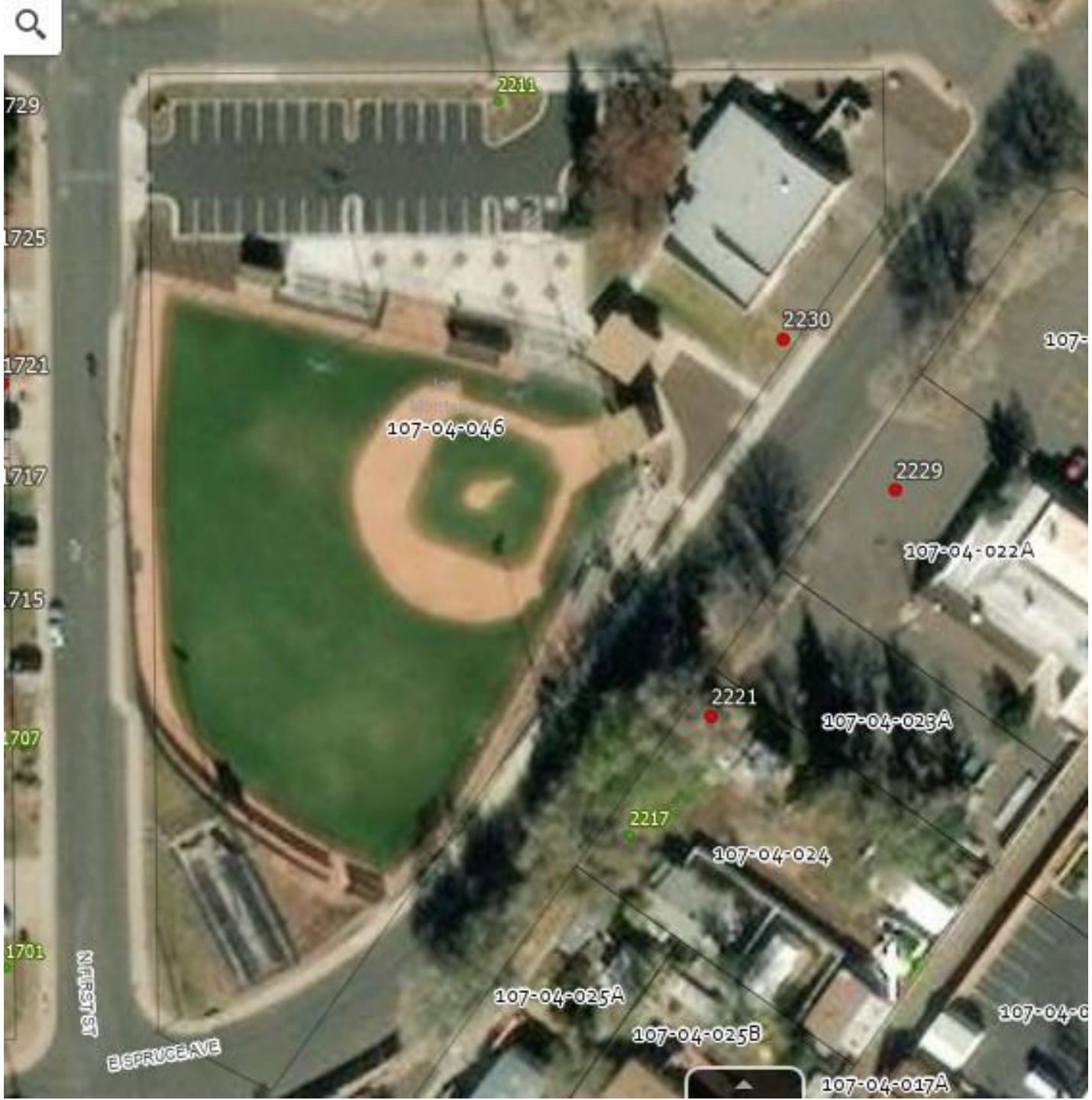
WE MAKE THE CITY BETTER

Joel Montalvo Park – 2211 E First Ave.



Joel Montalvo Park

- D-Backs/Joe Garagiola Sr. field and batting cages
- CDBG funded parking lot and landscape improvements
- Permanent restrooms
- Announcer booth
- Old Fire Station #2/Park building



Recent improvements

- Parking lot and landscape improvements funded with CDBG
- Completed 2017



Recent improvements

- Permanent restrooms constructed for the park and ballfield
- Opened 2019



Recent improvements

Sonja London-Hall mosaic created and dedicated in 2019



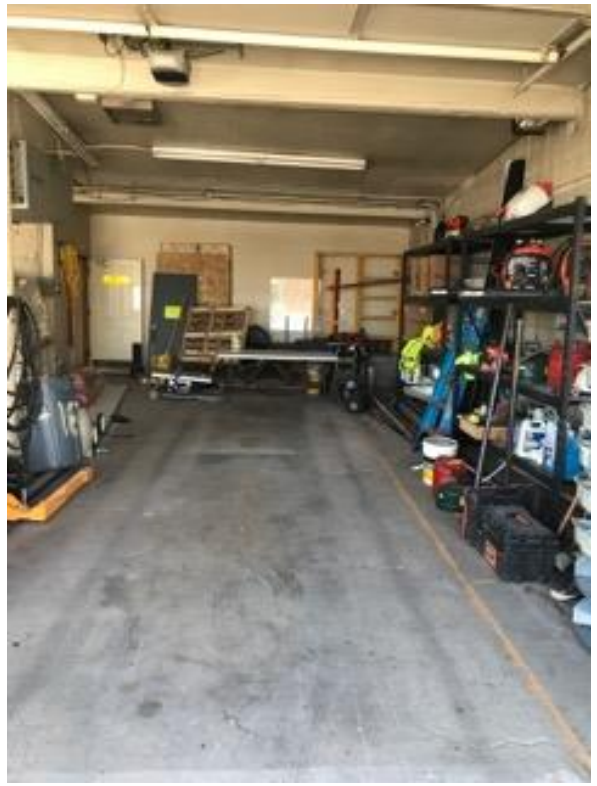
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Current use

Parks maintenance east side annex since 2012

- Equipment and park grounds supply storage
- Museum Fire sandbag fill station









Current use

Parks Maintenance staff deployment location March 2020

- To disperse staff locations during COVID-19
- Supervisor office
- Has proven to be very efficient for the overall operation



Joel Montalvo building discussion

History of the parcel

- Acquired from Coconino County on July 1, 1959
- Dedicated park at time of plat
  - “Fire Station occupies 0.5 acres situated in N.E. corner of parcel”
  - Included “ball field, stands, announcement booth, fire department”
- In 2008/2009, the city researched selling the building for revenue but did not move forward due to use limitations
- Community conversations for expanded neighborhood uses

Joel Montalvo building discussion

Building use considerations

- Options
  - Owner occupied – City needs and uses
  - Lease to third party
- Parks and Recreation use restriction
- Procurement process
- Community Development process
  - Zoning code compliance – parking, landscaping, etc.
  - ADA and building safety considerations

Questions?

Rebecca Sayers
Parks and Recreation Director
rsayers@flagstaffaz.gov

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Book 1 Page 48
P1 F2

48

MAP OF
SUNNYSIDE SUBDIVISION
FLAGSTAFF,
COCONINO COUNTY, ARIZ.
Scale 1 in = 100 ft.

This Subdivision is surveyed and located upon a portion of Section fourteen Township twenty one north Range seven East G.& S.R.B.M. Arizona, being a part of the East ½ of the East ½ of said Section Township and Range. The numbers of the BLOCKS, the sizes of the lots and the widths of the Streets and alleys are as shown in figures thereon. The avenues, streets, alleys and Public Park are dedicated to the use of the Public.

In witness Whereof we have set our hands and seals this 2nd day of May 1925.

A.H. Beasley
Alfred Dickinson
W.H. Dickinson

STATE OF ARIZONA } ss
COUNTY OF COCONINO }

Before me Frank Harrison, a Notary Public in and for the County of Coconino, State of Arizona, on this day appeared A.H. Beasley, Alfred Dickinson and W.H. Dickinson known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes therein expressed.

Given under my hand and seal of office this 2nd day of May 1925.

My commission expires _____ Notary Public.

SEAL

STATE OF ARIZONA }
COUNTY OF COCONINO } ss

This Plat of SUNNYSIDE SUBDIVISION was submitted to the Board of Supervisors of Coconino County, Arizona, in regular session, and the said Board approved the 13th day of June A.D. 1925.

_____ Chairman

720

I hereby certify that the within instrument was filed in my office at 3 o'clock P.M. June 15 A.D. 1925 and duly recorded in Book 1 of MAPS at page 48

_____ County Recorder
Marion Sadler

37

Unofficial Copy

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/13/2020
Meeting Date:	05/19/2020

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion regarding the City's BBB appropriations.

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 Whelan 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:

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/15/2020
Meeting Date:	05/19/2020

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
Capital Projects Report
Draft Re-Entry Plan

City Manager's Report

May 15, 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…

Discussions with DBA

Re-Opening

The City and DBA have discussed the re-opening of many stores and restaurants in the downtown area, with focus upon safety and social distancing. Related, the City of Flagstaff and the Arizona Restaurant Association (ARA) have arranged an outreach to restaurateurs in Flagstaff to discuss strategies and lessons from colleagues across the state. There will be a Zoom meeting on Thursday, May 21st, with representatives of the ARA to talk about new operating and safety guidelines.

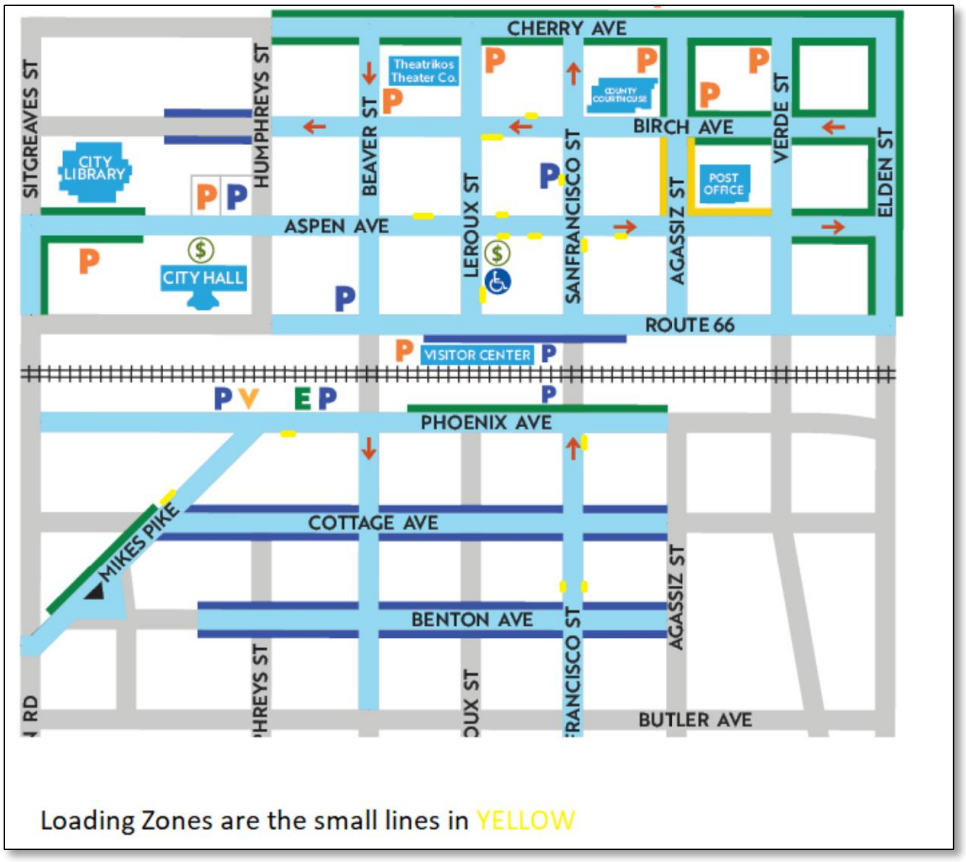
Parking

The parking kiosks will remain covered and parking will continue to be free. The City has assisted in establishing designated pick up parking areas to allow for continued use of pick up services. Most block faces have two sections separated by an alley. We tried to set up carry out zones toward the front of, or the back of block face sections and not in the middle. Many of the zones have only one space allocated. See 'Loading Zones' as delineated in yellow on the below map.

Restrooms

Public restrooms will be open by (and likely before) May 22nd. Scheduled cleaning and upkeep are being significantly enhanced, as noted in more detail in the Re-Entry Plan document attached.

Related, our Visitor Center will also see a modified opening on or before May 22nd, for restroom availability and for the purpose of responding to a rapidly increasing visitor base. Precautionary measures are being taken to ensure social distancing and CDC guidelines, including installation of a plexiglass panel and an outdoor kiosk.



Misdemeanor Activity

Related to the comments above about increased activity in our downtown area, Council needs to be apprised that we have been seeing a significant increase in misdemeanor offenses around the community, and certainly in the downtown area. See below, from our Police Chief:

> *The Flagstaff Police Department has been experiencing activity in the field that suggests to us the transient/serial inebriant population on the streets of Flagstaff is much higher than normal. There may be a number of reasons for this such as increased services offered during this pandemic, natural migrations from geographical areas where infection rates are higher and booking and court policies inhibiting longer jail stays for those who have committed criminal activity. Pursuant to directives applicable to the Court system, non-violent misdemeanor offenders are not being incarcerated.*
>
> *Some data that might help illustrate our notion that there is a higher population than years past and a higher occurrence of problems associated with the increased population include the following:*
>
> 1.) *The Police Department has experienced a 47% increase in calls for service for Public Intoxicant related crime YTD in 2020 as compared to YTD in 2019.*

2.) *FPD Officers have made 305 more Public Intoxicant (PI) related contacts in 2020 YTD compared to 2019 YTD (Officers have made 1080 PI related contacts in 2020 as compared to 775 in the same time frame in 2019).*

Additionally, some data exposes the challenges of policing in an environment where misdemeanor in custody arrests are discouraged in order to protect the jail population and criminal justice professionals. Consider the following:

1.) *Our misdemeanor arrests (cite and release and summons) are down by 390 in comparison to 2019 YTD.*
2.) *Our repeat offender list (a list of individuals who have been arrested four or more times in 90 days) is currently at 19 individuals, far higher than normal.*
3.) *We have a list of ten individuals who have been arrested 3 or more times the last 30 days, one individual on that list has been arrested 6 times the last month.*

While many of these challenges cannot be easily fixed given the current environment, let me express that the police department has more resources on the street than years past. We are currently fully staffed in our patrol division. Our two school Resource Officers are on the street assisting with transient related issues and Woods Watch/camping patrols. We intend to enhance our presence out of the patrol car by increasing, if calls for service allows, our downtown walking beat (we have maintained two officers seven days a week downtown on foot patrol), as well as placing walking beat patrols occasionally in the Cedar Safeway parking area, Safeway North 89, and Park Santa Fe shopping center, where we continue to see very large populations of transients and respond to an inordinate number of Public Intoxicant related calls.

In discussing this with our Municipal Judge, Court Administrator, Prosecutor, Police Chief, and others, it is noted that the City is attempting to address this increase through additional Police resources in the community, as noted above, and Prosecution's work with the local mental health providers to provide necessary treatment for the mentally ill. The City is doing what it can.

Alliance Meeting

We resumed the Alliance meetings and had a very successful meeting, hosted by the City, on Friday, May 15th. It was well attended, and our Mayor presided. Representatives were present from the City, the County, NAU, CCC, FUSD, and Mountain Line:

- Coconino County: Supervisor Liz Archuleta, Jimmy Jayne, Marie Peoples, Joanne Keene
- City of Flagstaff: Mayor Coral Evans, Vice Mayor Adam Shimoni, Greg Clifton, Shannon Anderson, Shane Dille, Jessica Drum, Jack Fitchett
- NAIPTA: Heather Dalmolin, Kate Morley
- FUSD: Mike Penca, Scott Walmer, Anne Dunno
- NAU: Rita Cheng, Josh Maher
- CCC: Jami Van Ess

Mountain Line

Mountain Line is sanitizing busses and stops and keeping routes open and accessible. There are no service changes planned for FY21. Mountain Line is moving forward on capital plans that are funded with federal dollars. They are moving forward, consistent with the City Council's direction from the May 12th Work Session, with the Downtown Connection Center.

Northern Arizona University

NAU is still planning in-person classes for this Fall. Enrollment is of course declining, and its budgetary impact will be significant. Universities in more urban environments are positioned to do better than remote campuses such as NAU. The University saw a $7M reduction from State funding and is targeting a 10-15% reduction in FY21 budget. There will be a final decision on staffing in the near future (No employees have been laid-off or furloughed at this point). Stay tuned on this…there will likely be more detailed information in July. Summer classes are occurring online. NAU is printing masks and face shields on 3D printers and donating PPE to the Navajo Nation and other community partners. The University is in partnership with TGEN to test faculty and students.

Coconino County

The County is preparing for sandbag placement and rejuvenation in June, prior to the monsoon season. The budget process will be concluded next month. The County has not received funding from the CARES Act at this point. The County is utilizing a long recovery model to guide its budgeting, and thus far has been able to avoid furloughs. Its revenue projections are premised upon a significant decline at the end of this fiscal year, similar to that of the City, and through the entire FY21, with recovery projected in FY22.

Flagstaff Unified School District

FUSD is continuing to move forward with its construction projects. The District is replacing lighting with LEDs and replacing the athletic field at Flag High. There are also renovations and a new two-story wing at Mt. Elden Middle School. Temporary employees have been let go, i.e. substitute teachers. The District has received $2.5M in CARES Act funding. There are no reductions in staffing. FUSD is continuing to provide meals to students.

Coconino Community College

CCC is drafting its five-year strategic plan. Its reaccreditation visit will occur in the near future. CCC is seeing a five percent enrollment decline currently and is estimating a ten percent enrollment decline for FY21. Several new programs will not move forward this year but are on a temporary hold. CCC is working to create a space to welcome students back and maintain social distancing and proper sanitation levels. They received $1M in stimulus funding. They are also preparing for in-person classes in August.

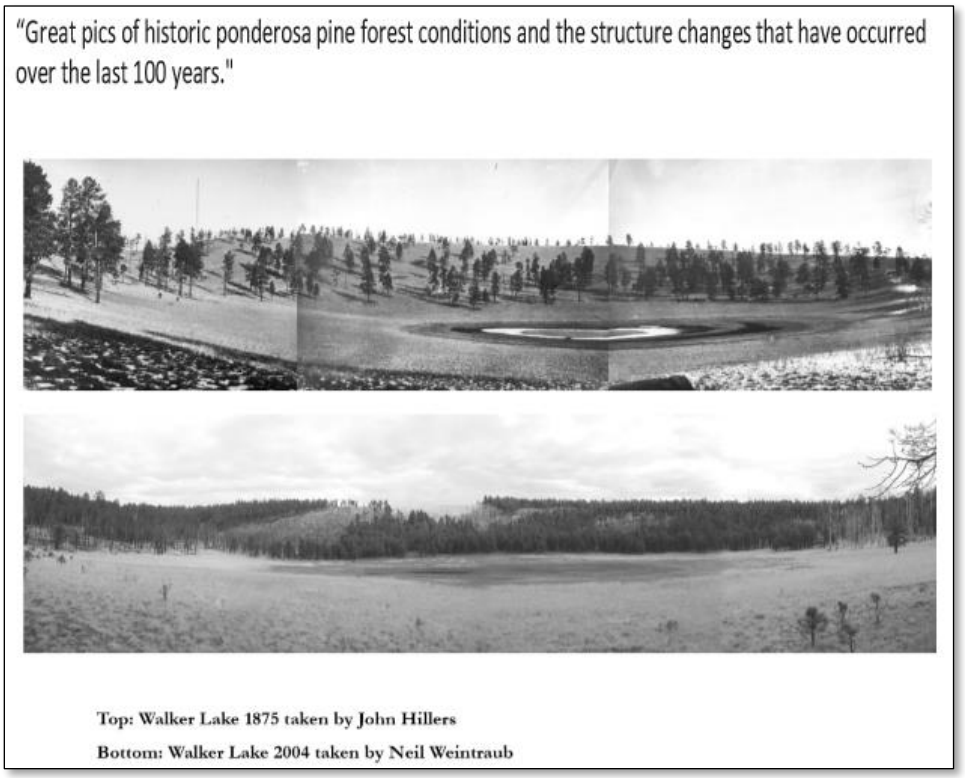
These are some of the notable takeaways. We will schedule the next Alliance meeting for early July, prior to Council's recess.

Misc. Department Updates

Fire Department

FFD is seeing an average of 2.48 COVID-19 related calls per 24-hour shift.

FFD & SFMD were recently ranked as the national leader in *Ready, Set, Go* staff and volunteer hours reported for career Fire Departments. *Ready, Set, Go* hours included Rx ops, thinning ops, firewood giveaways, community events, and Firewise assessments https://twitter.com/RSGProgram. Speaking of forest thinning, check out the below photos:



The custom Velocity Pumper arrived on May 1st and is in staging for painting (image shown below).





Crew 1 is assisting Sustainability with accomplishing their field operations by posting signs, regarding information for Stage 2 fire restrictions, at major trailheads throughout city open space areas (see image at left).

Jerolyn Byrne was a guest of Peter Bruce on KAFF radio, speaking about, and answering a comprehensive set of questions related to community preparedness and the implementation of restrictions. Listen to her interview:

https://chirb.it/xhL5t6?fbclid=IwAR0XNxCL4bun7bzaSE8_DMUWVz41F1q4k6mZktitgzlWt_smU7bERdFlN8.

Eric Brown leaves us with 27 years of service. In retirement, he plans to still be actively engaged in Wildfire Response. He is currently qualified as a Division Supervisor and a Safety Officer Trainee. Eric is known as a standup guy who is widely respected across the region and among the command staff. He will be missed.



Police Department

Chief Treadway delivered the commencement speech at the NARTA Police Academy Graduation on Friday, May 8th.

FPD is receiving an increased amount of complaints (47% increase) regarding transient/public intoxicant problems in town. These complaints will likely increase as businesses continue to open.

Sgt. Hernandez coordinated with the 100 Club who came to Flagstaff to make a donation of PPE equipment and cleaning supplies to the FPD. You can see Photos on the Police Department's Facebook page.

FPD Selective Enforcement Squad Officers were out on woods watch all week again and removed two truckloads of property from abandoned camps in the forest. They have also started fly overs with DPS when they are available.

Public Works

A major update to the content of the Streets - Snow Operations sections of the City's website is underway. Construction is progressing on the City's public EV charging station located in the west parking lot adjacent to City Hall. Construction began on May 4th and is expected to take three weeks to complete. The City Hall lobby roof repairs are moving forward with materials on order. Woohoo!

Recently one of two 40-ton air conditioning condensing units at the Library suffered a catastrophic failure when a copper fitting in the unit cracked open, prompting a shut-down by Facilities staff. Replacement compressors are on order for installation the week of May 18th. The Library will be operational on the secondary unit during this time.

Solid Waste Bulky Pick-Up is on schedule. The crews are working Saturdays due to increase in the number of set-outs. Streets Operators have been grading and improving dirt alleys in the downtown area.

Counter Personnel Support projects for the installation of personal hygiene barriers are underway at City Hall with the design and procurement of materials for plexiglass shields. Primary focus will be the Customer Service, Community Development Plans and Permits, Entry Reception Desk, and the Management Services counters. Planning and layouts for social distancing marking and signage is are being performed for procurement of materials. Other desk access for HR and recreation centers will be added following the initial installations.

Community Development

Both Water Services and Community Development staff have formulated now protocol related to water shutoffs (for capital projects and private developments) during the pandemic. Their efforts are greatly appreciated. The new protocol, which will be sent to Council in a CCR in the near future, enhances notification and ensures that those in need of water have access to it during shutoff periods. Also, attached is a monthly update on capital projects, which are moving right along. Enjoy!

Management Services

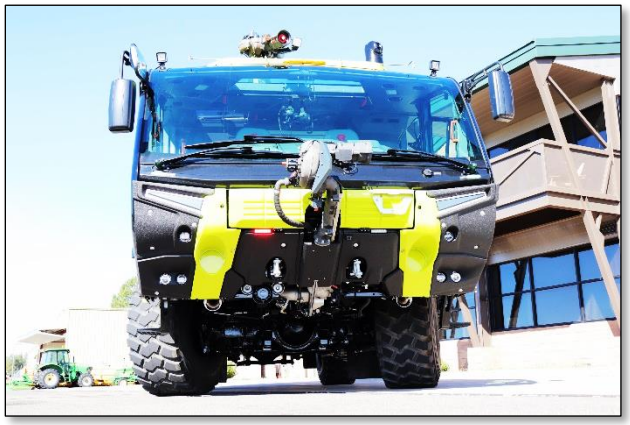
We have had frequent and regular meetings with the Stifel Team, City Finance Team, and management to discuss the pending Certificates of Participation (COPs) related to our refinance of the unfunded pension liability. The meetings have been very productive. Stay tuned.

The Budget Team continues to meet numerous times weekly and will be advancing to the Council some revenue projections on May 26th. This will be an important update, with an action item to follow, related to the City's Recession Plan.

Airport



We recently took delivery of the Aircraft Rescue and Firefighting (ARFF) truck. Consistent with the City's "Tobacco Free Work Place" policy, cigars were not handed out. The new truck will go into service tentatively the last week of May, with a commissioning ceremony to take place hopefully this summer.



Graduate Parade May 29th

Staff has been working with Flagstaff Unified School District and others regarding a parade celebration of our graduating high school students, respecting the social distancing and CDC guidelines. Details regarding this are outlined below, courtesy of Rebecca Sayers and Haley Willstead with our Parks and Rec Team.

The parade will occur on 4th Street. Traffic cones will be placed at 6:00 a.m. along 4th Street, 6th Ave, 5th Ave, Cedar Ave, and Linda Vista Rd, and signage will be in place by 8:00 a.m. The Flagstaff Police Department has been working directly with FUSD to accommodate the parade and ensure all intersections have a manned vehicle, additionally there will be officers patrolling the parade route.

The parade will begin at 10:00 a.m. with cars driving south on 4th Street, stopping to get a diploma case, and u-turning back up 4th Street to exit the parade route. Students will not be permitted to drive themselves; each vehicle will be operated by a parent or guardian.

The parade is scheduled to end at approximately 5:00 p.m. with the possibility of extending closures beyond their time frame if need be. Traffic control is scheduled to be pulled at 6:00 p.m. but will remain in place until all graduates and staff have safely exited the parade route.

The City has approved the permit. Special event staff will send out a contact list and press release on Wednesday, May 27th to notify the public of road closures. Additional signage will be posted at the North and South ends of 4th street earlier in the week to notify the public.

Life Saving Heroics

On Saturday May 2nd, Officer Kim and Officer Holland responded to a local motel for a male juvenile not breathing and unresponsive. They arrived before medics, and after assessing the individual, administered CPR as well as a dose of NARCAN. Evidence at the scene suggested the juvenile had overdosed on heroine. The administration of the drug resulted in immediate positive effects. Medics arrived and assumed care, and the juvenile was transported to FMC and is expected to make a full recovery. The juvenile was said to be in town due to family (who live elsewhere) testing positive for COVID19.

This past Monday, May 11th, Officers Blair and Johnston responded to an apartment complex on Yaqui for a male subject with a medical issue. Upon arrival, they found a male unconscious and unresponsive, with no pulse and not breathing. The officers began CPR, and based on evidence at the scene, administered two doses of NARCAN. Following the second dose, the male regained consciousness, and began breathing on his own prior to the arrival of medical personnel.

We believe this is the fourth individual saved by officers administering NARCAN in the past few months. The FPD is proud of the efforts of these officers in upholding our mission of preserving life and will be considering both for the FPD Lifesaving award.

GCTV

The award-wining series continues, with cameo appearances by our Police Chief and Fire Chief. For your viewing pleasure:

https://drive.google.com/file/d/1L-uZc_5KIGREwk9_AdCisyKvZLF51qgH/view

Recovery Roundtables

The City's Recovery Roundtable (RR) has officially launched! In the inaugural feature on May 14th, City staff discussed the City's Economic Response and Recovery Plan and answered questions from members of the public. The RR will be posted on Tuesday and Thursday of each week and is posted on the City's website and Facebook page. Major props to Jessica Drum and her team for orchestrating these videos. The following are the scheduled topics:

- May 19th: **City of Flagstaff phased reentry approach** (Greg and/or Shannon)
- May 21st: **Flagstaff Parks and Recreation overview and holiday tourism** (Amy and Mayor and Councilmember)
- May 26th: **Lobbying efforts and grant funding** (Sarah Langely and SBK)
- May 28th: **Business Expansion and Retention Policy and Adaptive Reuse** (John Saltonstall)
- June 2nd: **Food availability** (Dylan Lenzen) (This discussion will highlight resources for receiving food assistance, donating to food distribution centers, community gardens, gardening education resources, etc).
- June 4th: **Waste management** (Dylan Lenzen) (This discussion will include proper disposal and recycling of Personal Protection Equipment (PPEs), reducing food waste, and recycling.

Re-Entry Plan

We have been busy planning our re-entry strategies for City facilities. The attached Plan shows the overall approach, while our individual Divisions and Sections are endeavoring to put together their respective plans consistent with the over arching strategies noted in the attached. It is still in draft form.

We have assembled a Re-Entry Team to help put all this together and oversee implementation scheduling, etc. The Team consists of several members from the Manager's Office and Leadership staff. Shannon Anderson will be leading the effort going forward.

Capital Projects Monthly Update

May 2020

Municipal Court Project -

Interior framing is substantially complete on the first and second floors and is proceeding on the third floor. Exterior brick masonry is complete up to 16' and the stone accent masonry has begun. Parapet framing around the roof is complete, and the final roofing layer is being installed. General Mechanical, Electrical, and Plumbing (MEP) on the first and second floors is being installed. Insulation and drywall on the first and second floors is proceeding. In the picture you can now see MEP block-outs defined on the third floor.



Industrial Dr. & Fanning Wash Improvements -

The retaining wall work has been completed, the majority of the north and half of the south curb and gutter is complete. Roadway base installation continues. An additional segment of old asbestos cement water main has been earmarked for replacement.



Linda Vista PRV and Culvert Project -

The Waterline Pressure Reducing Station has been installed and the system water pressures were restored. The new stormwater culvert has been installed. Paving Linda Vista Drive has been completed. The Linda Vista Drive Road Closure was removed. Intermittent lane restrictions are anticipated as the Project wraps up. Striping is anticipated to be complete this week. Final concrete work and channel protection measures should be finished this week. The Project is anticipated to be substantially complete on Friday, May 15.





<u>I-40/Fourth St Bridges</u> -

Several abutments poured and form work continues on the remaining abutments. Paving of I-40 shoulders and crossovers scheduled for this week. Removal of two-tube railing along Fourth St to occur shortly. Pedestrian railing to remain for now. Temporary concrete barriers provide protection for traffic and pedestrians. Bridge girder placement anticipated to begin by May 18th.



Sheep Crossing FUTS Trail -

Working on County Grading Permit; Working with COF Staff and County Staff to obtain an easement from the County for the trail. Pre-Construction Meeting will be scheduled with contractor; Notice To Proceed will be issued on 18 May.

Wildwood Hills Flood Mitigation -

Development Engineering has not received a revised Grading & Drainage Plan from the applicant (Vintage Partners) that would eliminate any Wonderland components and focus solely on the retention/detention facility (AKA The Pond). Vintage has recently indicated a resubmittal is forthcoming.

Beulah Extension/University Realignment (Mill Town) -

Awaiting proposal from 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 and working on a new revised Development Agreement (DA) Amendment between the City of Flagstaff and Vintage Partners to work toward achieving final design of project.

Hyatt Place Hotel -

The Hyatt Place Hotel is a four story, 104 bed hotel being constructed along Malpais Lane, adjacent to the Clay Avenue Wash, just north of College America. An upsized 8" waterline, running along Malpais Lane from Clay Avenue, has been installed to serve the Hyatt's fire flow demand. The waterline install required a street closure along Malpais and water service interruptions to some nearby residences and businesses in order to provide the required water service to the project. With the on site fire hydrant now active, the Hyatt crew can bring the necessary construction materials on site to begin construction in earnest.

This project will require significant coordination with the Rio De Flag realignment project as the Clay Avenue Wash runs along the Hyatt's south property line. The RDF realignment will require a new City sewer line to be installed on the Hyatt property. Meetings and communications are occurring between the Hyatt's representatives, Development Engineering, and Capital Engineering, to coordinate the two projects. Good coordination will be paramount to mitigate potential impacts to both projects.

Sunnyside -

Conducted two field meetings with design engineer and residents of Second Avenue, between Center and West Streets and progressing to 90% design plans.

Rio de Flag Flood Control Project -

The US Army Corps of Engineers and the City of Flagstaff, along with design consultants, continue to work on the finalization and completion of the project design. The week of May 12th, the next submittal of the design project plans will be submitted for the teams review and comment. The US Army Corps of Engineers and City staff continue to work on the draft Construction and Maintenance Agreement. On May 19th, staff will present to the City Council the property acquisition for the Clay Avenue Wash parcels. On May 19th, staff will present to the City Council the monthly project update.



Rt. 66/Rio de Flag Utility Relocation Project -

As of May 8, 2020 the contractor has completed the relocation of the public wastewater, reclaim water and storm drain. The franchise utility companies are working to relocate the natural gas and electric utilities from the area. The contractor expects to be complete with project cleanup the week of May 16th.

City of Flagstaff
Re-Entry Plan
Draft

The City's Re-Entry Plan is broken out into four phases. Each phase will be implemented incrementally, dependent upon circumstances and benchmarks as indicated. The City is currently in Phase One.

Phase One

City facilities will remain closed to in-person business with the continued effort to address customer service needs remotely. For business that needs to be done in person with the public, this will be done on an appointment basis adherence to CDC guidelines (see below).

Essential services will be performed in-person and on-site as needed. These will include, by way of example, emergency services (police and fire), public works (facilities, streets, solid waste), utilities (water, wastewater), and building inspection.

Operations within the City organization will continue to function remotely, with utilization of remote meetings and correspondence. Human interaction will be minimized, with adherence to CDC guidelines.

City Council meetings may be reduced in number, and when scheduled, will be performed remotely. Recognitions and Proclamations may be deferred, and agenda items will focus upon time-sensitive matters.

Intergovernmental meetings necessary to address COVID-19 response and information sharing will be performed remotely. Other intergovernmental meetings may be suspended. Board and Commission meetings will be suspended unless necessary, and when scheduled, will be performed remotely.

Travel will be suspended. City celebratory functions, events, and group gatherings will be suspended or held remotely using a virtual meeting platform.

Phase Two

On May 15th, outdoor sport court amenities will reopen including tennis courts, skate parks, the BMX park, and dog parks. The basketball courts will be opened a few days later on May 19th. Then on May 22nd additional park amenities such as play structures, swing sets, water fountains and restrooms will be opened. All of the park amenities opened will include signage reminding visitors of the need to social distance and maintain personal hygiene to identify usage is at their own risk. The park ramadas will remain closed at this time given the tendency to draw crowds.

Special event permits on City property will continue to be limited until the City experiences a 14-day reduction in new cases.

The City Visitor's Center will open on a limited basis beginning May 22nd, taking into consideration the visiting public's needs. CDC guidelines will be followed.

Staffing required to provide service and maintenance to the limited openings referenced above will be scheduled. The return of some furloughed employees may be considered to support these services.

Custodial and sanitation services will be enhanced with respect to these limited openings. The temporary installation of additional public restrooms may be considered for strategic locations in the downtown area.

Phase Three

Upon the Mayor's directive, and following guidelines as set forth in the Gating Criteria below, Phase Three will be implemented. Most City facilities will reopen and provide limited public services, in compliance with CDC guidelines below. Lobbies and public areas will incorporate queuing mechanisms with tape, signage and ground markings. Secured doors and accesses will remain closed, and sanitizing liquids and/or wipes will be provided throughout the facilities.

Hours of operation may be curtailed and building capacities for visitors and users may be limited. Meetings with the public will continue to be performed remotely when applicable; in-person meetings will be minimized.

It is envisioned that some staff occupation of City facilities will occur, with emphasis being placed upon continued working from home by those who are able to perform their job duties remotely. Because each division's business needs and physical spaces are different, the number of employees transitioning back to in-office work and on what schedules, will be determined on a division by division basis.

- City will notify employees when to return to work and will attempt to provide at least two weeks advance notice.

Indoor City recreational facilities, including the Aquaplex, recreation centers, and gyms, will continue to be closed.

City Council meetings will occur weekly and will continue be performed remotely. Recognitions and Proclamations may be scheduled pursuant to guidance from the Mayor; agenda items and presentations will be regular in scope and consistent with the Working Calendar.

Intergovernmental meetings will continue to occur remotely. Board and Commission meetings will resume on a regular basis and be performed remotely.

Travel will continue to be suspended, unless necessary. City celebratory functions, events, and group gatherings will be suspended or held remotely although some accommodations may be made to organize events that can be performed in adherence to CDC guidelines related to social distancing.

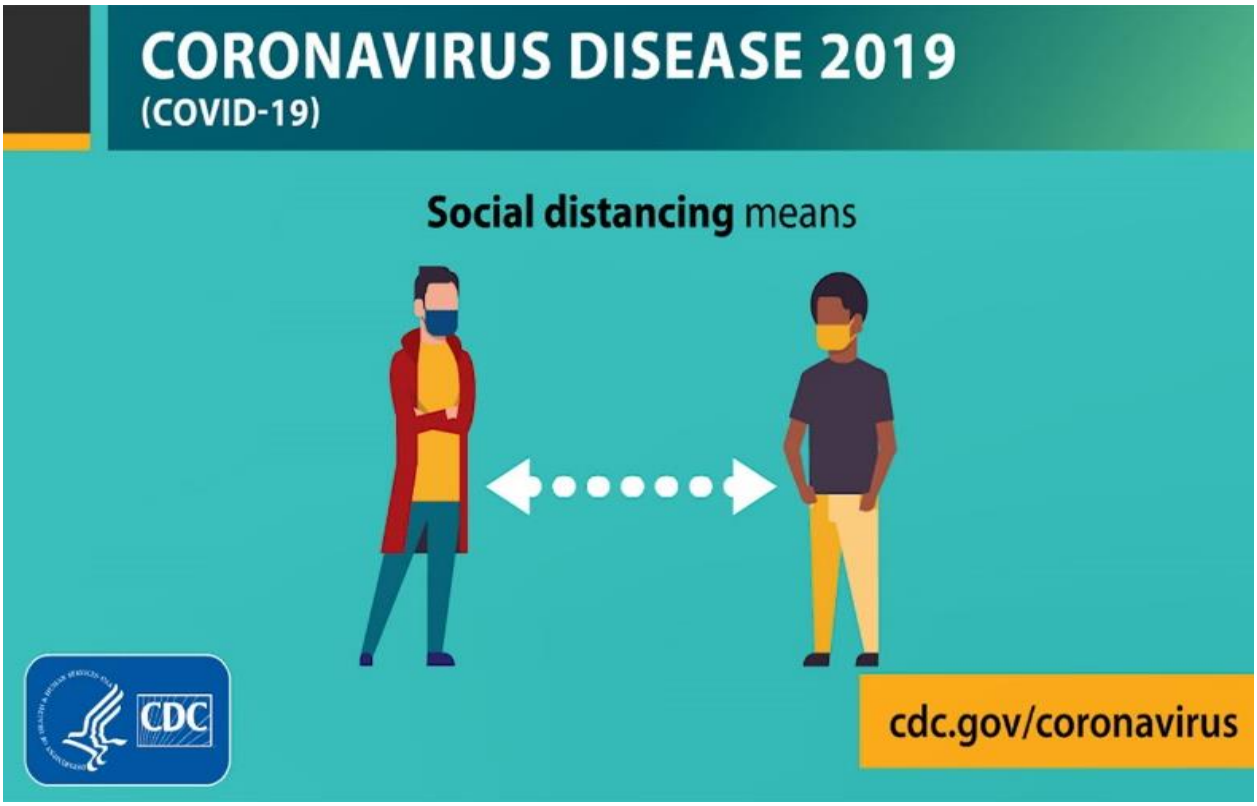
Phase Four

Upon the Mayor's directive Phase Four be implemented.

In this phase City facilities will return to pre-COVID-19 business hours and operations. This final phase will see full City operations resume and all facilities re-open.

New protocol and provisions related to remote meetings and working from home will be explored on an ongoing basis in the pursuit of efficiency and productivity. The City will continue to monitor conditions and take steps it deems necessary to mitigate the risk of COVID-19 exposure and spread within City facilities.

CDC Guidelines





[White House Gating Criteria]

Proposed State or Regional Gating Criteria

(Satisfy Before Proceeding to Phased Opening)

SYMPTOMS

Downward trajectory of influenza-like illnesses (ILI) reported within a 14-day period

AND

Downward trajectory of COVID-like syndromic cases reported within a 14-day period

CASES

Downward trajectory of documented cases within a 14-day period

OR

Downward trajectory of positive tests as a percent of total tests within a 14-day period (flat or increasing volume of tests)

HOSPITALS

Treat all patients without crisis care

AND

Robust testing program in place for at-risk healthcare workers, including emerging antibody testing

*State and local officials may need to tailor the application of these criteria to local circumstances (e.g., metropolitan areas that have suffered severe COVID outbreaks, rural and suburban areas where outbreaks have not occurred or have been mild). Additionally, where appropriate, Governors should work on a regional basis to satisfy these criteria and to progress through the phases outlined below.

Workplace Safety Checklist

Safety measures might include:

- Implementing employee health screening procedures.
- Developing an exposure-response plan that addresses:
    - Isolation, containment and contact tracking procedures.
    - Stay-at-home requirements.
    - Exposure communications to affected staff.
- Providing personal protective equipment (PPE) such as:
    - Masks, gloves, face shields, etc.
    - Personal hand sanitizer.
- Detailing cleaning procedures and procuring ongoing supplies.
- Establishing physical distancing measures within the workplace:
    - Staggered shifts and lunch/rest breaks.
    - Rotating weeks in the office and working remotely.
    - Moving workstations to increase separation distance.
    - Implementing one-way traffic patterns throughout workplace.
- Restricting business travel:
    - Start with essential travel only and define what that is.
    - Follow government guidance to ease restrictions over time.
- Defining customer and/or visitor contact protocols such as:
    - Directing customer traffic through workplace.
    - Limiting the number of customers in any area at one time.
    - No handshake greetings, remain 3-6 ft. apart.
    - Using video or telephone conferencing instead of in-person client meetings.
    - Providing contactless pickup and delivery of products.
- Understanding and complying with Occupational Safety and Health Administration (OSHA) record-keeping and reporting obligations:
    - Identify positions, if any, with the potential for occupational exposure to the coronavirus.
    - Review OSHA regulation 29 CFR § 1904 to determine work-relatedness of illnesses.

When an employee reports exposure to COVID at work:

- The employee will complete an Exposure Report Form and articulate how the exposure occurred at work (i.e. shook hands, spit on, in confined space together, etc.) and the Form will be sent to Risk Management.
- Risk Management will share information with HR.
- If the exposure was likely caused at work, then the City's response would depend on the extent of the exposure (i.e. not wearing PPE and they sneezed on me).
- Risk Management will evaluate the extent of the exposure to determine if testing or staying at home is appropriate. Employees may also choose to test regardless of exposure or suspected exposure.
- If the employee is recommended for testing based on extent of the exposure, the employee will be sent to the County Health Department for testing and will be reimbursed for any out-of-pocket expenses for testing.
- If it is suggested the employee remain home until testing is received based on the extent of the exposure, the employee will remain on Sick Industrial paid leave until the test results are received.

When an employee reports exposure to COVID while off duty:

- The employee will contact Human Resources prior to reporting to work.
- Human Resources will notify the employee's supervisor.
- Human Resources will provide support to the Supervisor if a work group expresses concern about exposure given an employee report.
- The employee will remain home until symptom and fever free for 72 without medication.
- The employee is eligible to use accrued leave during this time.
- If the employee has no leave available, the employee may request donated leave or leave without pay.