AGENDA
A M E N D E D*

REGULAR COUNCIL MEETING
TUESDAY
APRIL 16, 2013

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

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 NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

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 of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Meeting of April 2, 2013; City Council Special Work Session of April 8, 2013; City Council Special Meeting (Executive Session) of April 9, 2013; and City Council Work Session of April 9, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Meeting of April 2, 2013; City Council Special Work Session of April 8, 2013; City Council Special Meeting (Executive Session) of April 9, 2013; and City Council Work Session of April 9, 2013.

5. 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.

6. PROCLAMATIONS AND RECOGNITIONS

None

7. 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).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. CONSENT ITEMS

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

A. Consideration and Approval of Construction Contract: Route 66 Culvert at Rio De Flag

RECOMMENDED ACTION:

1) Approve the construction contract (including Base Bid) with RTR Paving and Resurfacing in the amount of $296,047.00 which includes a $41,000.00 contract allowance and a 60 calendar day contract time;
2) Approve administrative change order authority in the amount of $13,000 (5% of the contract amount, less allowance) to cover potential costs associated with unanticipated items of work; and
3) Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Change Order No. 3: Coconino/Elden/Humphreys 2010 Bond Improvements.

RECOMMENDED ACTION:

Approve Change Order No. 3 with Eagle Mountain Construction Co. in the amount of $303,511, ***to authorize the contractor to replace deteriorated water and sewer mains in Cottage Avenue from Mike's Pike to Beaver Street**, and extend the contract by 35 calendar days.

C. **Consideration and Approval of Construction Contract:** Hillside Water and Sewer Replacement Project

RECOMMENDED ACTION:

1) Approve the construction contract with Capital Improvements, LLC in the amount of $322,542.10 which includes a $36,000 contract allowance and a 120 calendar day contract time;
2) Approve change order authority in the amount of $28,654 (10% of the contract amount , less allowance) to cover potential costs associated with unanticipated items of work; and
3) Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Construction Contract:** West Street and Arrowhead Avenue Project Phase II

RECOMMENDED ACTION:

1) Award the Construction Contract to Capital Improvements, LLC in the amount of $3,402,974.20 which includes a $210,000.00 contract allowance. The contract period is 200 calendar days; and
2) Authorize Change Order Authority to the City Manger in the amount of $319,297.00 (10% of contract amount excluding allowance) for unanticipated or additional items of work; and
3) Authorize the City Manager to execute the necessary documents.

E. ***Consideration and Approval of Amendment to Contract:** Design services and related construction costs for Picture Canyon-Rio de Flag Meander Restoration Project. (MOVED FROM 10-C)

RECOMMENDED ACTION:

1) Approve Contract Amendment with Natural Channel Design for the amount of $216,980.00.
2) Authorize City Manager to execute the necessary documents.

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Street Closure(s):** Ninth Annual Route 66 Days Charity Car Show.

RECOMMENDED ACTION:

Approve the street closure at Aspen and Birch avenues between Humphreys and San Francisco streets, on Saturday, September 7, 2013, from 6:00 a.m - 6:00 p.m.

B. **Consideration and Approval of Construction Contract: Sitgreaves ADA Ramp Project**

RECOMMENDED ACTION:

1) Award the construction contract to Eagle Mountain Construction of Flagstaff, Arizona in the amount of $158,475.00, which includes $16,000.00 in contract allowance. The contract period is 60 calendar days; and
2) Authorize Change Order Authority to the City Manager in the amount of $14,300.00 (10% of the bid contract amount, less contract allowance) for unanticipated additional costs; and
3) Authorize the City Manager to execute the necessary documents.

C. ITEM MOVED TO CONSENT AGENDA 9-E.

D. **Consideration of Grant Agreements and Acceptance of Grant Funding** from the Arizona Department of Homeland Security 2010 grant program for Mobile Data Terminals and Enhancing Agent and Chemical Identification projects.

RECOMMENDED ACTION:

Approve the grant agreements with the Arizona Department of Homeland Security and consider authorizing the acceptance of grant funding in the amount of $19,800 for Mobile Date Terminals and $4,504 for Enhancing Agent and Chemical Identification.

E. **Consideration and Adoption of Resolution No. 2013-08 and Ordinance No. 2013-09:** A resolution declaring the *2013 Addendum 5 of the Flagstaff Employee Handbook of Regulations* a Public Document, and an Ordinance adopting said Public Document by reference.

RECOMMENDED ACTION:

1) Read Resolution No. 2013-08 by title only
2) City Clerk reads Resolution No. 2013-08 (if approved above)
3) Adopt Resolution No. 2013-08
4) Read Ordinance No. 2013-09 by title only for the first time
5) City Clerk reads Ordinance No. 2013-09 (if approved above)

RECESS

6:00 P.M. MEETING

RECONVENE

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).

11. **ROLL CALL**

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

12. **CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

13. **PUBLIC HEARING ITEMS**

None

14. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2013-07**: A resolution approving the City of Flagstaff 2013/2014 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

RECOMMENDED ACTION:

1) Read Resolution No. 2013-07 by title only
2) City Clerk reads Resolution No. 2013-07 (if approved above)
3) Adopt Resolution No. 2013-07

B. **Consideration and Adoption of Resolution No. 2013-09:** A resolution authorizing the City of Flagstaff to provide up to two-hundred forty-five thousand dollars ($245,000) to Mountainside Village/Flagstaff LP as Local Government Contribution for a Low Income Housing Tax Credit Acquisition/Rehabilitation Project under the Arizona Department of Housing ("ADOH") 2013 or 2014 Qualified Allocation Plan.

RECOMMENDED ACTION:

Should the Council wish to move forward with this project:
1) Read Resolution No. 2013-09 by title only
2) City Clerk reads Resolution No. 2013-09 by title only (if approved above)
3) Adopt Resolution No. 2013-09

C. **Consideration and Approval of Ordinance 2013-07 authorizing the trade of City-Owned Property:** If approved, Ordinance 2013-07 will authorize the trade of city-owned land. Parcel number 104-01-007, which is located at the Southwest corner of Elden Street and Butler Avenue, will be combined with the parcel to the South of it for development purposes. The City will receive an improved parcel for the community land trust program from the six unit subdivision created through the trade.

RECOMMENDED ACTION:

Should the Council wish to move forward with this exchange:
1) Read Ordinance No. 2013-07 by title only for the first time
2) City Clerk reads Ordinance No. 2013-07 by title only (if approved above)

D. **Consideration and Approval of Preliminary Plat:** Southside Development, LLC. for Elden Townhomes subdivision, a six-lot, single-family, attached residential subdivision. The site is 11,342 square-feet (.26 acres) in size and is located at 307 South Elden Street (SW corner of Elden Street and Butler Avenue). The site is zoned both HR, High Density Residential and T4N1 Transect zones.

RECOMMENDED ACTION:

Consider and approve (as recommended by the Planning and Zoning Commission) the preliminary plat subject to the property owner executing an agreement stating that the transect zone T4N1 standards are applied to the property, ***and declare an effective date concurrent with the effective date of Ordinance No. 2013-07**; or deny.

15. DISCUSSION ITEMS

No staff input or public participation is allowed on these items until they are moved to a future regular agenda. No action can be taken on these items today other than a vote as to whether to place the issue on a future agenda.

None

16. PUBLIC PARTICIPATION

17. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS

18. 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 _____, 2013.

_____
Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elizabeth A. Burke, City Clerk

Date: 04/11/2013

Meeting Date: 04/16/2013

TITLE

Consideration and Approval of Minutes: City Council Meeting of April 2, 2013; City Council Special Work Session of April 8, 2013; City Council Special Meeting (Executive Session) of April 9, 2013; and City Council Work Session of April 9, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Meeting of April 2, 2013; City Council Special Work Session of April 8, 2013; City Council Special Meeting (Executive Session) of April 9, 2013; and City Council Work Session of April 9, 2013.

INFORMATION

Attached are copies of the minutes for the City Council Meeting of April 2, 2013; City Council Special Work Session of April 8, 2013; City Council Special Meeting (Executive Session) of April 9, 2013; and City Council Work Session of April 9, 2013, for review, possible amendment, and approval.

Attachments:
04.02.2013.CCRM.Minutes
04.08.2013.CCSWS.Minutes
04.09.2013.CCSM.Minutes
04.09.2013.CCWS.Minutes

MINUTES

REGULAR COUNCIL MEETING
TUESDAY, APRIL 2, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M.

1. **CALL TO ORDER**

Mayor Nabours called the meeting to order at 4:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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2. **ROLL CALL**

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

Present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; Interim City Attorney Michelle D'Andrea.

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

The Council and audience recited the Pledge of Allegiance and Mayor Nabours read the Mission Statement of the City.

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

A. **Consideration and Approval of Minutes:** Flagstaff City Council Regular Meeting of March 19, 2013; Special Meeting of March 26, 2013; and Joint Special Meeting/Work Session of March 26, 2013.

Councilmember Oravits moved to approve [the minutes of the Flagstaff City Council Regular Meeting of March 19, 2013; Special Meeting of March 26, 2013; and Joint Special Meeting/Work Session of March 26, 2013]; seconded; passed unanimously.

5. **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.

None

6. **PROCLAMATIONS AND RECOGNITIONS**

None

7. **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).

None

8. **LIQUOR LICENSE PUBLIC HEARINGS**

A. **Consideration and Action on Liquor License Application:** Randy Guse, "Walgreens #15206", 2610 E. Route 66, Series 09 (liquor store - all spirituous liquor), Location Transfer.

Councilmember Overton moved to open the Public Hearing; seconded; passed unanimously.

Marnie Vale, representing Change Action Network, said that the people in that neighborhood feel that the “shooters” and “40’s” should not be sold in the Fourth Street store as they are cheap intoxicants and are used by those frequenting the area parks.

Mayor Nabours asked if they would be opposed to the application if the Council could not make that a restriction on the license. Ms. Vale said that in that case they would be opposed.

Mayor Nabours said that the Council had received a few different memos from staff, with the most recent one indicating that the State Liquor Department agreed to measure from the location within the store where the liquor was located to the church across the street, and with that process this application would comply with the 300’ limit.

Vice Mayor Evans said that she knew that the neighborhood approached Walgreens and asked them to pull the shooters and 40’s because if they look at the trash in both Bushmaster Park and Ponderosa Park, those are what they find. She said that the Safeway in Plaza Center did remove them, and found that they actually increased their sales at that store. At that time the neighborhood never heard from Walgreens, but she would like to hear from them as she was sure they would want to be a good neighbor.

Pete Schelstraete, attorney for Walgreens, said that they had discussed those issues. He said that Walgreens had no intention of selling single cans and the 40’s (or 40 ounces), and the shooters are only located behind the counter. He said that Walgreens has a good track record and has not had a liquor violation in ten years with hundreds of locations around the state. He said that he has spoken with Sgt. Wright and they do want to work with the neighborhood and want to be a good neighbor.

He said that they have a couple of ideas on how to address the issue. In Prescott, they had a “no sell” book with photographs of those individuals identified, working with the local Police Department, and that has cut down on that issue. He said that they will be meeting with the local beat officer in that area.

Councilmember Oravits asked Mr. Schelstraete to further explain the 300’ distance issue. Mr. Schelstraete said that the statutes require that the licensed premises be at least 300 feet from a nearby school or church. When it was first measured it was determined that the 300’ was not quite met, so they made adjustments to the floor plan and amended their drawing with the Department of Liquor. Sgt. Wright confirmed those measurements and they are now beyond the 300’ limit.

Councilmember Oravits asked if staff has measured from the location of the liquor or building in the past, or if this would be a new method. Sgt. Wright said that in the past they have measured building edge to building edge, which is how they were first directed to measure this one as well. Subsequently they were

offered a new map, and they confirmed with the State Liquor Department that this was a correct method for measuring (location of liquor). He said that this is how they will measure in the future.

Mayor Nabours asked Councilmembers if they had any reason for recommending against approval, unrelated to the measurement, and then if they had any reason based on the measurement. No comment being received, Mayor Nabours said that he would be agreeable to move forward with a condition of the memo from Sgt. Wright on how the State was telling them to do the measurements. He wanted the memo as part of the record.

There being no further input from the public, **Mayor Nabours moved to close the Public Hearing; seconded, passed unanimously.**

Mayor Nabours moved to forward the application to the State with a recommendation for approval based on the supplemental information memo from Sgt. Matt Wright dated March 29, 2013, regarding the measurement process; seconded; passed unanimously.

9. **CONSENT ITEMS**

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

Councilmember Overton moved to approve Item 9-A; seconded; passed unanimously.

A. **Consideration and Approval of Amendment:** Consideration of a Joint Letter of Renewal/Amendment One with the Arizona Department of Transportation, Intermodal Transportation Division for the Data Access/Exchange Agreement.

MOTION: Approve Joint Letter of Renewal/Amendment One to JPA/IGA 2009-247 for the period of 12/10/2012 to 12/09/2017 as presented.

B. **Consideration of Purchase of Services**: Installation of "Nova' ProBounce" monolithic overlay system over the existing tennis (1) and basketball (1) courts at Cheshire Park, located at 3000 N. Fremont Boulevard, west of Ft. Valley Road.

Mayor Nabours said that he went and looked at the courts and they were all cracked. This was an item from the previous budget, so in a way it has been addressed and was approved with the prior budget, but it does not mean they cannot review these when they come forward.

Councilmember Overton moved to authorize [the purchase of services from sole source provider, General Acrylics, for the installation of the Nova' ProBounce monolithic overlay system for the repair and long-term maintenance of the existing tennis (1) and basketball (1) courts at Cheshire Park for the sum of $89,280.00]; seconded.

Councilmember Barotz noted that item 9-C was also a budgeted item. Councilmember Overton said that for him it was confusing on how they were picking out budgeted items to not approve during consent. He realized that for some of the Councilmembers they were not part of the prior budget process, but it is important to understand that the other Councilmembers were part of it and made certain choices.

Councilmember Oravits said that he appreciated that, but he did not believe that they saw every single thing. He said that as they budget for certain things a year before, or sometimes longer, it is good to go back through and review them as issues, or times, may have changed. He would support this, but he does have some reservations.

Motion passed unanimously.

C. **Consideration and Approval of Legal Services Contract:** Contract for Legal Services with the law firm of Holmes Wright Hyde & Hays PLC, for the purpose of collecting unpaid transaction privilege taxes (sales taxes) from specific on-line travel companies.

Mayor Nabours noted that this was in regard to a lawsuit involving a number of cities to litigate the issue of whether sales tax is owed on certain transactions. It is a contingency fee based contract so they would only get a portion of what is collected.

Mayor Nabours moved to approve [a Contract for Legal Services with Holm Wright Hyde & Hays PLC for collection of unpaid sales taxes on a contingency fee basis, including authority for litigation on behalf of the City]; seconded; passed unanimously.

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Purchase under Maricopa County Contract:** Aerial Photography and Digital Terrain Model (DTM) Acquisition.

Mayor Nabours said that they discussed this at last week's meeting and there was a final motion that did not pass. He asked if there were any further questions. He noted that they had also received a more recent memo from staff on how it could be funded.

Councilmember Barotz moved to approve the purchase of the Maricopa County Contract Aerial Imaging services in the amount of $98,188.30 ($17,000 from Stormwater savings related to drainage maintenance program in FY2013; $10,000 from Utilities Division; $10,000 from Landfill; and $31,000 out of the General Fund through the IT budget); seconded; passed 5-2 with Councilmembers Oravits and Overton casting the dissenting votes.

B. **Consideration of Appointments:** On-Call Judges for the Flagstaff Municipal Court.

Mayor Nabours moved to proceed with appointment of Paul Julian as an on-call judge pro tem at Flagstaff Municipal Court; seconded; passed unanimously.

C. **Consideration and Approval of Financing:** Capital Financing for Solar Photovoltaic Systems

Mr. Burke said that Councilmember Overton had requested additional information on this item so staff would be providing a PowerPoint to review.

Management Services Director Barbara Goodrich began the PowerPoint, giving a brief history of project.

Sustainability Manager Nicole Woodman then continued the PowerPoint, reviewing the background of the project.

- BACKGROUND
- CITY OWNED SYSTEM
- WHY LEASE TO OWN?

Procurement Specialist Amy Hagin continued the presentation, reviewing the procurement aspect of the project.

- RFP RESPONSES
- SCORING RESULTS
- EVALUATION CRITERIA

Mayor Nabours questioned, with regard to the rating chart, how one evaluator could give 100 points for the fixed interest rate and another gave them 225 points. Ms. Hagin replied that the proposer may have had additional data. Mr. Burke added that this was the idea of multiple evaluators. They are not perfect objectives so it leaves the evaluator with some discretion.

Mayor Nabours questioned if he was reading it correctly that there would be no increased costs for utility surplus to the City because payments would be offset by the cost savings from APS. Ms. Woodman said that the pro forma provided a 20-year cash flow, showing that in year 1 the projections are cash positive and after outsourcing operations and maintenance and insurance, it increases.

Ms. Goodrich noted that one of the cash flows had the airport included and one did not. The same pattern continues throughout the life, but after financing is paid off in Year 15, there are large increases.

Councilmember Overton said that he wanted it made clear that this was different than a PPA, which he had a strong comfort level with, knowing that the third party maintained everything. The other real incentive with PPA's is that they have a locked in rate.

He said that it only included a 2% escalator; did not have a locked-in rate. He asked if staff with comfortable with that, and what happened when APS increases their electricity by 8% or higher. Ms. Woodman said that is part of the risk the City would incur. These renewable energy systems will be offsetting those expenses at a range of 24-37%. They can safeguard that increase of renewable generation, with the remaining being subject to the APS rates, but they would experience the same in a PPA.

Ms. Woodman explained that this model was different than others; the City would own the systems. She said that there are benefits to the City, but they do incur the risk of not having that guaranteed production. Councilmember Overton said that it was not a deal breaker, but he wanted to make sure their bases were covered.

Mayor Nabours asked if this financing was different than City Hall. Ms. Woodman replied that Phase I and II were done through PPA's, but the recommendation was to consider a lease to own model because the pro forma suggests that the benefits far outweigh the cons. Mayor Nabours asked who studied the differences in options. Ms. Woodman replied that it was internal staff.

Councilmember Oravits asked what the projected life span of the project was. Ms. Woodman replied that it was 20 to 25 years on this type of system. Mr. Burke noted that with the PPA arrangement, the City does not own the product at the end. With this project, the City would own the system at the end of the 15 years financing, and would own it free and clear for at least 5 years, if not more. Councilmember Oravits asked if it was a system that they would want to own at the end of 20 years.

Councilmember Oravits said that he also had questions regarding the APS incentives, and asked where they came from. Ms. Woodman explained that all utility rate payers pay a *renewal energy fee* that goes back into a pot of renewable energy incentives, and is based on consumption. The City paid over $65,000 toward that fee in 2010, and now they are getting that money back from APS, and more so. She said that in the first year the City receives $164,000 in incentives and by year 15 they drop down. Mr. Burke said that the rate cannot be changed. APS has offered the rate, and the City has accepted it. As long as the City meets the guidelines they are locked in.

Councilmember Oravits asked what the warranty was on the system. Ms. Woodman said that she did not have that information with her but she could follow up and let the Council know. Councilman Oravits said that he would need that information to base his decision. Councilmember Overton noted that this item was just for the financing.

Mayor Nabours noted that at last year's League Conference there was a breakout session on Solar Generating Electricity. They had a panel that debated the issue and they could not agree. Ms. Woodman said that there is an opportunity to take advantage of factors that were not available at other times.

Councilmember Woodson said that if they do this, they may want to consider taking some of the excess revenue and holding it for the future to use in removing the outdated systems. He applauded staff for looking at this and taking advantage of the incentives that may not be there tomorrow.

Councilmember Brewster asked if staff had found any pattern to when incentives change and are better than other times. Ms. Woodman said that the ACC ruled this spring to eliminate the program for an undetermined amount of time. They will continue with the schools/government type, but they are redefining it. Formerly it was based on population of the county. She said it was a very competitive process; now they have a blind auction process. At this point it is unknown when they will be available again.

Councilmember Overton moved to approve [awarding a contract to Banc of America Public Capital under RFP No. 2013-24 to authorize capital financing for the installation of up to four (4) solar photovoltaic electric energy generating systems on City property including the Airport, Aquaplex, Rio de Flag Wastewater Treatment Facility, and Wildcat Wastewater Treatment Facility]; seconded; passed 6 – 1 with Councilmember Oravits casting the dissenting vote.

D. **Consideration of Resolution No. 2013-05**: Approval of the City of Flagstaff Housing Authority's Annual Plan

Mr. Burke said that staff did not have a formal presentation, but was available to answer any questions. Mayor Nabours said that he sits on the Flagstaff Housing Authority Board and the Board has considered this and has actually made a five-year plan. The plan satisfies the HUD requirements, and there is nothing in the plan that is a policy change or significant change to the goals and objectives.

Mayor Nabours moved to read Resolution No. 2013-05 by title only; seconded; passed unanimously.

A RESOLUTION APPROVING THE CITY OF FLAGSTAFF HOUSING AUTHORITY'S ANNUAL PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Councilmember Brewster moved to adopt Resolution No. 2013-05; seconded; passed unanimously.

E. **Authorization for Legal Action**: Against American Contractor's Indemnity Company (ACIC) to enforce the provisions of the Presidio in the Pines landscaping bond.

Councilmember Woodson said that his company had an indirect relationship with the new developers; declared a conflict of interest and left the dais.

Councilmember Overton asked if there was any goal to put in a not-to-exceed number. Ms. D'Andrea said that at this time the Council has given staff the necessary parameters. If they need to come back and do another executive

session for an update, they could do that. Mayor Nabours noted that they would not want to put a limit on it publicly.

Councilmember Oravits moved to authorize [legal action against American Contractor's Indemnity Company (ACIC) to enforce the provisions of the Presidio in the Pines landscaping bond]; seconded; passed 6-0 with Councilmember Woodson abstaining.

Councilmember Woodson returned to the dais at this time.

F. **Consideration and Approval of Agreement**: With State of Arizona (Forestry and Land Board) for Flagstaff Watershed Protection Project (FWPP).

Councilmember Brewster moved to approve [the agreement, to include signature of Mayor]; seconded; passed unanimously.

G. **Consideration and Approval of Agreement**: With Greater Flagstaff Forests Partnership (GFFP) for Flagstaff Watershed Protection Project (FWPP).

Councilmember Brewster moved to approve [the Scope of Work Amendment to the existing City-GFFP Professional Forest Restoration Initiative Services Agreement (July 1, 2011), including the attached Amendment Work Plan - FY13, to include signature by the City Manager]; seconded; passed unanimously.

H. **Consideration / Adoption of Ordinance No. 2013-02:** An ordinance amending the Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, Division 3-05-004, *Privilege Taxes*, by amending Section 3-05-004-0430 *Timbering and Other Extraction*, by deleting a tax exemption for felling, producing or preparing timber for sale or commercial use; amending Section 3-05-004-0475, *Transporting for Hire*, by deleting tax exemptions related to transporting by motor vehicle outside the City, towing and transportation by railroad, all in an effort to achieve a more uniform Model City Tax Code; and amending Section 3-05-006-0600, *Termination, Approval and Authority to Amend Chapter*, by making clerical revisions to clarify the history of tax code changes; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

Councilmember Barotz moved to read Ordinance No. 2013-02 by title only for the final time; seconded; passed unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, CHAPER 3-05, PRIVILEGE AND EXCISE TAXES, DIVISION 3-05-004, PRIVILEGE TAXES, BY AMENDING SECTION 3-05-004-0430, TIMBERING AND OTHER EXTRACTION, BY DELETING A TAX EXEMPTION FOR FELLING, PRODUCING OR PREPARING TIMBER FOR SALE OR COMMERCIAL USE; AMENDING SECTION 3-05-004-0475, TRANSPORTING FOR HIRE, BY DELETING TAX EXEMPTIONS RELATED TO TRANSPORTING BY MOTOR VEHICLE OUTSIDE THE CITY, TOWING, AND

TRANSPORTATION BY RAILROAD, ALL IN AN EFFORT TO ACHIEVE A MORE UNIFORM MODEL CITY TAX CODE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Councilmember Overton moved to adopt Ordinance No. 2013-02; seconded; passed unanimously.

Mr. Burke noted that they had added an item to the agenda and requested that item 14-D be heard after 14-B; Mayor Nabours agreed.

RECESS

The Flagstaff City Council recessed their Regular Meeting of April 2, 2013, at 5:18 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of April 2, 2013, at 6:05 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. **ROLL CALL**

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

Present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; Interim City Attorney Michelle D'Andrea.

12. **CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

None

13. **PUBLIC HEARING ITEMS**

None

14. **REGULAR AGENDA**

A. **Consideration and Approval of Intergovernmental Agreement with Arizona State Parks:** The purpose of the Intergovernmental Agreement with Arizona State Parks is to outline mutual responsibilities in implementing the Arizona Site Steward Program at Picture Canyon.

Sustainability Specialist McKenzie Jones reviewed this item, noting that it provided for a site steward program that outlines a site steward coordinator to 1) identify priority projects; 2) executive volunteer agreements; and 3) identify law enforcement to contact in case of emergency, which are all things the City already does.

Councilmember Barotz acknowledged the Picture Canyon Working Group for their relentless passion for the project.

Ms. Jones also reported on a celebration being hosted on June 29, 2013, at 9:30 a.m. where the area would be opened up and they would provide tours for the public.

Councilmember Woodson moved to approve [the Intergovernmental Agreement (IGA) with Arizona State Parks to implement the Arizona Site Steward Program at Picture Canyon]; seconded; passed unanimously.

D. ***Presentation on Observatory Mesa Growing Smarter Grant Application**

Ms. Jones introduced the following expert individuals who conveyed their support for the overall project:

- Dr. Paul Shankland, U.S. Naval Observatory Flagstaff Station
- Mark Ogonowski, Arizona Game and Fish

Mayor Nabours said that he did not think that the bond the voters approved was specific to this land, but rather just for open space in general. Ms. Jones said that there were two bonds approved in 2004; one was worded broadly for open space and the FUTS system, and was used to acquire land at Picture Canyon and Thorpe; and then there was another one specific to Observatory Mesa.

Ms. Jones then gave a brief PowerPoint on the project that addressed:

- BACKGROUND
- MAP
- OPPORTUNITY
- NEXT STEPS

Councilmember Oravits asked what the total economic impact would be if they used the entire $5.5 million for this. Ms. Jones said that she could get that information and send it out to Council. Councilmember Oravits said that it is a great ideal and while it passed in 2004, a lot of things have changed since 2004.

He asked what the decrease would be to taxes if they did not use the entire amount.

Mayor Nabours asked what the payments on $5.4 million would be. Ms. Goodrich said that she did not have number in her head, but would be glad to calculate it and forward that information on to Council.

Mayor Nabours asked why the bonds had not been issued when this was approved back in 2004. Ms. Jones said that the process is run through the Arizona Preserve Initiative, with the Arizona State Land Department. It started in the late 1990's and went through a series of legal hiccups, which prevented them from releasing any grant funds and reclassifying properties. Plus, back at that time the land prices were really expensive and part of the issue that makes this acquisition so appealing is that it is four complete sections which will maintain the integrity of the mesa. When they were unable to do that earlier, it did not make sense to move forward at that time.

Mayor Nabours asked if the state set a minimum bid price. Ms. Jones replied that they did not. They are going through the appraisal process right now, and will be hiring an outside appraiser, the results of which will be presented to the Arizona State Land Board of Appeals. She said that the City's ability to acquire the property does depend on that appraisal. Ms. Jones said that they did have $1 million that could be useful in this acquisition.

Staff was asked if there will be limitations on its use by the public if the City purchases the property. They replied that the current restriction allows nonmotorized traffic only, but they will not close the roads because the USFS will continue to be open and accessible. Currently there is archery hunting permitted and the City would work with Game & Fish to continue that. She said that it will allow the City to do forest health restoration treatments.

Mr. Burke said that these are some of the parcels identified in the watershed protection project discussed earlier for thinning. Whether the City owns it or the State, these have already been identified.

Ms. Jones replied that they would have a conservation easement as a component of the grant. She said that with Picture Canyon, part of the process of receiving the grant was a granting of a conservation easement to the Arizona State Parks, which had a series of restrictions, including the land to be held in open space in perpetuity, which makes this so appealing.

Marilyn Weissman, representing Friends of Flagstaff's Future, said that she was glad that the State Land Commissioner agreed to reclassify the property and she was very hopeful that the grant would be issued.

Ms. Jones explained that this item was placed on the agenda to allow an opportunity for staff to update the Council on where they were in the process. Staff will be back before Council in May asking for approval of the grant application. She said that the process is very similar to that of Picture Canyon.

They will submit the grant in June and find out in September, with an auction in October or November.

B. **Discussion:** Ordinance No. 2013-09 and Resolution No. 2013-08 - A resolution declaring the *2013 Addendum 5 of the Flagstaff Employee Handbook of Regulations* a Public Document, and an Ordinance adopting said Public Document by reference.

Human Resources Director Shannon Anderson gave a PowerPoint presentation on Addendum 5 of the Flagstaff Employee Handbook dealing with the City's leave policies, which addressed:

- OBJECTIVES
- NEW POLICIES
- EXISTING POLICIES ADDED
- CHANGES IN ADDENDUM 5
- QUESTIONS

Staff was asked for more clarification on the Purchase Day Program, and whether the days were purchased at the burdened rate or at their regular rate. Ms. Anderson said that it was at their regular rate. She said that the savings is in the reduced social security and taxes that the employer covers.

Ms. Anderson said there were no cost changes. The City Manager was asked at what point in time they get to discuss the generous benefit packages given to employees. Mr. Burke said that it would take place during the budget process.

Ms. Anderson explained that tonight was just scheduled for discussion. The reading and adoption of the resolution, along with the first reading of ordinance, would happen at the April 16 meeting, with second read and adoption of the ordinance at the May 7 meeting.

C. **Discussion:** Rio de Flag Path Forward.

Mr. Burke said that several weeks ago staff came before Council and talked about the different options they were looking at to address the challenges with moving the Rio de Flag forward. At that time they held out on further direction until the trip to Washington DC which has now occurred.

He said that their strategy of that trip was two-pronged. First, they would pursue continuing with things the way they were with federal funding and the Army Corp of Engineers. The visits in Washington DC focused on getting into the federal government's work plan or the Corp of Engineers for $3.9 million--$2.9 million for Clay Avenue and $1 million completing 100% design for the entire project.

The week after they left the federal government passed a resolution to fund. The work plans will be reviewed by headquarters of the Corp, but the City was in the district's budget at $3.9 million and the division also had them at $3.9 million.

He then explained how the Army Corp of Engineers was set up, going from the district to division to Washington DC. They have to get approval at all three levels, and also through the Management & Budget Department. He said that last year they received $2.5 million which focused on Clay Avenue Basin repairs, but that project requires another $2.9 million to complete. They will not know for a few months if they will receive that funding.

He said that the second prong was approaching Congress. He said that the process has a lot of challenges; it is a broken system. He thought they were well received, not only by their delegation but by the staffing offices. Those staffers, associated with different House committees and subcommittees, write the bills that Congress votes on. They are very critical people in the process in making sure they understand what has happened and they were important meetings.

The outcome of those meetings was that they were receptive to the idea of self-administration and they were sympathetic with the challenges of the project. He said that the way funding was provided in the past is now considered an earmark, so self-administration using that mechanism would not be permitted. Consequently, their congressional delegation said they would be interested in wording that allowed self-administration being possible for any project.

They then learned, in talking with the staffers, that self-administration was not intended to be an act of Congress but rather an Army Corp of Engineers issue. They went back to the Corp and asked them to explain how the process worked.

Mr. Burke then reviewed staff's proposed strategy:

Strategy 1: Continue to lobby the Corp for $3.9 million in the FY13 Work Plan

Strategy 2: Prepare a memo to address proposed wording to be included in a bill to allow for self-administration

Strategy 3: Feasibility Study

He said that when staff came before the Council previously they had proposed a $200,000 feasibility study to give them the scope, timeline, cost estimates, etc. Before they go down that avenue with dollars set aside, they wanted to exhaust both Strategy 1 and 2.

He said that they have given this a lot of thought and their conclusion is that they need the feasibility study first to understand the scope of work and dollars they are looking at.

Councilmember Oravits said that it was laid out well and he thought they should exhaust the options at hand and remain hopeful, but have another plan in mind.

Councilmember Brewster said that she thought the City Manager was correct; they need a feasibility study first as that may change their options.

Councilmember Woodson asked if staff was proposing they wait until they find out about self-administration or start now. He asked that staff explain how self-administration saved them time and money. Mr. Burke said that none of them were saying it was cheaper to do it themselves, but it would be cheaper than having the Army Corp of Engineers doing it. It would be faster and of higher quality. The fact is they spent over $6 million on a dam that is broken. He cannot think of a single project where the City had a similar experience.

Additionally, Mr. Burke said that the overhead associated with the Army Corp of Engineers is quite staggering. It adds surprising costs to almost everything that is touched. Staff thinks they can do the design and contract out the work, and manage it, far cheaper than what they have seen with the Army Corp of Engineers. He said that there was a risk to self-administration.

Mr. Landsiedel said that they have the expertise in staff to do this. The decisions would come quicker, but the downfall is they will still be relying on the Corp funding and they would not build it until funding was secured. Staff's understanding was that the City would build it to the Corp's standards, but staff would oversee it and certify it at the end.

Mr. Landsiedel said that the Arizona Department of Water Resources is the state agency that is responsible for dam safety and after the Corp completed the dam ADWR came out to inspect and found the problem. He said that once the City found there was a problem, Mr. Burke send a letter to the Corp stating that they did not feel it was the responsibility of the City. That issue is still unresolved; however, the City has not yet been sent a bill. He said that the Corp was looking to the contractor to remedy the problem. If they are successful, the City will not pay any of it. If they are not, the City will probably be responsible for some.

Mr. Burke said that in their investigations they found that in many of the self-administration cases the entity is fronting the money and completing the construction, and then they receive reimbursement. That is one of the risks of this.

Consensus of Council was to proceed with the plan.

15. DISCUSSION ITEMS

None

16. PUBLIC PARTICIPATION

None

17. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Barotz said that she serves on the NAIPTA board and Mr. Meilback is working with folks all over Arizona to find out about transportation funding. There was a statewide survey done asking for the public's impression of public transportation.

Statewide there was a 42% positive response; in Flagstaff it was an 88% positive response.

Councilmember Brewster said that she recently attended a 2.5 day Clean Tech Conference sponsored by the Arizona Commerce Authority and it was a very worthwhile conference that provided 15-20 presenters giving 15-minute presentations on solar, wind, nuclear, oil, etc.

Councilmember Oravits asked for a copy of the Open Space and Greenway Plan from 1998. He also asked what other bonds have been passed that are sitting idle and have not been used.

Councilmember Oravits said that he would also like further information on the election process with regard to the Regional Plan, and why the County does not vote on it. Vice Mayor Evans said that she would also like information on the statutes related to general plans.

Mayor Nabours said that next week they have the special roundtable on the zoning map amendment process and a question has come up as to whether one of the individuals invited to participate could send an alternate. Concern was voiced over having an attorney sit in for one of the members. Mayor Nabours said that he understood the concern, but would make every attempt to ensure that the discussions do not become adversarial.

Ms. D'Andrea said that it may be best to add this item to the agenda next week for additional discussion. Council agreed that it would be the first item on the agenda.

Mr. Burke reminded everyone that the budget retreat was coming up later in the month. They had scheduled Wednesday through Friday, but he did believe they may get through everything by the end of the day on Thursday. Additionally, at that meeting they will be reviewing the Rules of Procedure and also he wanted to report that the Council has exhausted their food budget so different arrangements would need to be made for the retreat.

18. **ADJOURNMENT**

The Flagstaff City Council Meeting of April 2, 2013, adjourned at 7:26 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

ARIZONA)
) ss.
Coconino)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the meeting of the Council of the City of Flagstaff held April 2, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of April, 2013.

_____
CITY CLERK

MINUTES

SPECIAL WORK SESSION
MONDAY, APRIL 8, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

1. Call to Order.

Mayor Nabours called the Flagstaff Special Work Session of April 8, 2013, to order at 4:03 p.m.

2. Pledge of Allegiance.

The City Council and audience recited the Pledge of Allegiance.

3. Roll Call

Councilmembers present:	**Councilmembers absent:**
MAYOR NABOURS	NONE
VICE MAYOR EVANS	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER WOODSON	

Others present: City Manager Kevin Burke; Interim City Attorney Michelle D'Andrea; Community Development Director Mark Landsiedel; Planning Manager Jim Cronk; Zoning Code Administrator Roger Eastman; Nat White, Flagstaff resident and former City councilor; Marilynn Weismann, Friends of Flagstaff's Future; Richard Bowen, ECONA; Julie Pastrick, Flagstaff Chamber of Commerce; Tad Riggs, Northern Arizona Builders Association and Northern Arizona Association of Realtors; David Carpenter, Chairman of Planning and Zoning Commission; Kent Hotsenspiller, Mogollon Engineering; Maury Herman, Flagstaff 40; Keri Sylvan, Attorney for Michael Manson.

4. Discussion and direction re invitees to represent various sectors of the community on the following agenda item.

Mayor Nabours explained that certain groups and people were designated to attend this meeting and provide input. Mr. Michael Manson was designated as a property owner; unfortunately, he is ill and unable to attend. Mr. Manson sent his representative/attorney to attend and represent him on his behalf. It was asked if there were any objections to her sitting at the table in place of Mr. Manson.

Some members of Council expressed some discomfort with this decision and having an attorney at the table.

A majority of Council agreed that Ms. Sylvan should be invited to the table on behalf of Mr. Manson.

5. Discussion/direction on the Zoning Map amendment process, Division 10-20.50 of the Flagstaff Zoning Code.

Mr. Burke explained that the purpose of this meeting is to identify the challenges and issues with the current Zoning Map amendment process and then put those issues and challenges into some sort of problem solving question.

Mr. Eastman provided a history of the Zoning Map amendment process as well as an overview of the current process.

The following are the issues and concerns as defined by the group.

Issues/Concerns:

- Preserve process
- Encourage Capital Investment
- Properties not zoned correctly
- Process discourages rezoning
    - Full knowledge of intended use to determine zoning
    - Too costly – then no certainty of approval
        - Floor plans, site plans, resource protection, utilities, etc.
- Chicken and Egg – need zoning to secure tenant, need tenant to secure zoning
- Make development easier
    - Upfront costs
    - Extreme amount of details
    - Uncertainty discourages development
- Neighbors are concerned about:
    - Uncertainty as well, particularly close to the zone or use change
- Certainty for both sides
- Not had enough time to see new code working
- What degree of detail is acceptable to answer certainty concern
- Artificially drive development based on existing zoning
    - Inventory Issue
    - Low inventory, high process drives to other communities
- High risk to invest in rezoning because a political decision
- Rezoning City best opportunity to exact
    - If don’t exact then existing citizens pay
- Once give zoning, what is required
- Reuse of existing properties
    - Don’t know what use will be in 20-30 years
- When unzoned need to guess what you’re going to do
    - Data points collected are premature

- Small, medium, large reversed
- When do is specific information requested
    - Don't throw out requirements but the timing of when they are asked for
- Public input – when and how
- Opportunity cost for City and Investor
- Supply and Demand Costs
- What is consequences to taxpayer if shift timing
- How often has Council denied rezoning, what required costly additions
- When public weigh in
- What degree of detail is acceptable to answer the certainty concern at what time and with what level of public input
- Who is approving body, when

Timing and uncertainty are the underlying issues; citizens are concerned about what is going to happen with the zoning of properties near them and how that is going to impact them. The more concrete the standards and requirements at the beginning of the process are, the more certainty there is but in return less flexibility.

Councilmember Oravits left the meeting at 5:50 PM.

A break was held from 5:55 PM to 6:07 PM.

The following people addressed the City Council and group participants and offered their issues and concerns about the process:

Jim McCarthy, a member of the Planning and Zoning Commission, cautioned the group about issuing the zone changes too early in the process because once zoning is approved there is no leverage for conditions. Mr. McCarthy emphasized the need to keep affected neighborhoods included in the communication.

David Monihan expressed frustration with the current process. Mr. Monihan provided an example of extensive delays in a "no brainer" rezone where Red Lobster and Olive Garden are and urged the group to consider these types of issues when further discussing the process and developing solutions.

Judy Louks, Flagstaff resident, described her struggles through five different attempts to rezone to no avail.

Paul Moore, a member of the Planning and Zoning Commission, explained his approach to dealing with his clients and rezone requests. Mr. Moore expressed that it is important to communicate with the public and allow for input at all stages but that the required components should have a conceptual element to them so they do not have to be "set in stone" at time of submittal.

The group began discussion of possible solutions. It was determined that another meeting will be necessary to allow adequate time for solutions to be discussed.

The following solutions were identified:

Solutions

- Look at use; by-right uses against a specific property
- Provide info but in a general scale

Council requested that staff generate and offer some alternatives to allow a property owner to request a change of zoning with less specificity than is required now but still protecting the public's right to know.

Council requested that the public participation requirements and process be incorporated into the plan, possibly showing it running parallel to the process. It will be important to see where the stages of public participation occur.

Lastly, Council requested information on the consequences to the tax payers if the timing is shifted.

6. Adjournment

The Flagstaff City Council Special Work Session of April 8, 2013, adjourned at 7:19 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, APRIL 9, 2013, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA

1. Call to Order

Mayor Nabours called the meeting to order at 3:02 p.m.

2. Roll Call

Present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; Interim City Attorney Michelle D'Andrea.

3. Recess into Executive Session

Mayor Nabours moved to recess into Executive Session; seconded; passed unanimously. The Flagstaff City Council recessed into Executive Session at 3:02 p.m.

4. EXECUTIVE SESSION:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS §§38-431.03(A)(3) and (4), respectively.

I. Canyon Del Rio

II. Nackard et al v. City of Flagstaff

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to ARS §§38-431.03(A)(3) and (7), respectively.

I. Mountainside Village

II. Encroachment permits/licenses for outdoor dining (not discussed)

III. Courthouse Property

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:25 p.m. at which time the Special Meeting of April 9, 2013, adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES

WORK SESSION
TUESDAY, APRIL 9, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

1. **Call to Order**

Mayor Nabours called the Work Session to order at 6:03 p.m.

2. **Pledge of Allegiance**

The Council and audience recited the Pledge of Allegiance.

3. **Roll Call**

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

PRESENT:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; Interim City Attorney Michelle D'Andrea.

4. **Public Participation (Non-Agenda Items Only)**

Public Participation enables the public to address the council about items that <u>are not</u> on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Al White, Flagstaff, introduced Eric Marcus, the new Executive Director of Northern Arizona Sustainable Economic Development Initiative (SEDI).

Eric Marcus, Flagstaff, then introduced himself as the new SEDI Executive Director and briefly discussed their goals.

Don Fanning, Flagstaff, voiced concern more information not being available to the public regarding the recent water panel meeting, and he voiced concern with the water quality in Flagstaff.

Brad Garner, Flagstaff, said that he hoped they would continue the discussion of the Water Policy in the near future.

5. **Preliminary Review of Draft Agenda for the April 16, 2013, City Council Meeting.***

**Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

Mayor Nabours explained that normally the Council pulls any items from the draft agenda and moves them to the later discussion, but since the CDBG item needed to be discussed, he was suggesting that any agenda items for next week on which there were questions should be addressed at this time.

Mayor Nabours said that he had concern with next week's item **9-C** regarding the culvert under Route 66 by the Mall. For a long that there has been a bottleneck for stormwater and he asked if this project could create a problem for county residents who have come to rely on the bottleneck. Additionally, near the driving range there is a bottomless pit and he wondered how this project may impact that as well. He did not necessarily need answers this evening but wanted them addressed by next week.

Utilities Director Brad Hill said that the intent of the second culvert on Route 66 was to assist with potential flooding of Route 66 if it did backup. He did not know if modeling had been done and what impact it may have downstream, but he would get with the Stormwater Manager and get that information. Additionally, he would follow up on the sink hole as well.

Councilmember Woodson asked for clarification on Item **9-B**, noting that they were adding to an existing contract that was grant funded, but he was not sure if the fee included construction or just design. Mr. Hill said that they do have an existing contract that was grant funded, with no strings attached, but he would verify that it included construction.

Councilmember Woodson also asked for additional information on Item **9-D**, and asked why the road outside his office window was still dirt. Tiffin Miller said that they are just getting through a winter shutdown which was not originally anticipated, and it is scheduled for paving by the first of May.

Councilmember Woodson asked why it was not scheduled better, and why staff did not know ahead of time the circumstances they would be facing with the project. Mr. Miller said that they did have geotech reports on which they based their decisions, but it appeared that they were not as accurate as they should have been.

Councilmember Wood said that he did not know that the City did a good enough job of informing the public, particularly those in this area, on what the scheduled was going to be.

Mayor Nabours asked why Cottage Avenue improvements were added to the change order rather than a different area. Mr. Miller said that the water and sewer mains in that area are deteriorating and they do qualify under the 2010 utility replacement program. A main busted out there during the winter that magnified the urgency to fix one of the mains, and this ties into the south portion of the Humphreys project. He noted that this was a half-street paving.

A. **Discussion of Resolution No. 2013-07:** A resolution approving the City of Flagstaff 2013/2014 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Housing and Grants Administrator Justyna Costa gave a PowerPoint presentation on the CDBG Housing resolution which will be presented to Council next week for adoption, and addressed:

- WHAT IS CDBG?
- CDBG ELIGIBILITY CRITERIA
- COUNCIL DIRECTION
- PUBLIC PARTICIPATION PROCESS
- PROPOSAL SCORING CRITERIA EXAMPLES
- DISTRIBUTION ALLOWED BY HUD
- PUBLIC SERVICES
- HOW MUCH MONEY ARE WE TALKING ABOUT?
- HOUSING AND ECONOMIC DEVELOPMENT PROPOSALS
- INFRASTRUCTURE OPTIONS
- PUBLIC SERVICE PROPOSALS
- FISCAL YEAR 13/14 OPTIONS
- NEXT STEPS

Council discussed the various options. Staff was asked for more information on the Sunnyside Alley Waterlines. Mr. Peterson said that replacement of the 2” line would facilitate the needs of properties along that line, providing them with approximately an 8” line to provide for denser development and redevelopment in that area, and would assist around 40 lots. He said that it was an easy project to identify because it has already been designed and was scheduled for completion previously, but then the downturn in the economy occurred.

Ms. Costa said that the proposed new thrift store for BOTTHANDS would focus on maternity and children’s items, which are currently not addressed. It would provide funding for start up with a majority of it being used for four part-time people.

Devonna McCaughlin with BOTHHANDS said that the site had not yet been secured, as they needed funding to do that, but they would hope to be close to the Sharon Manor to potentially provide some job training for those living there.

Sandy Flores, Catholic Charities, then gave further information on the rehab and PATH program. She said that they are proposing a rehab of their shelter, which is the only family homeless shelter in Flagstaff that serves families and single dads. She said that it opened in 2006 and over time they have used CDBG to make upgrades. They currently have a security system that has not been sufficient in their neighborhood and they would like to upgrade it. Additionally, they would also like to install air conditioners and improve the parking lot.

She said that the PATH program provides outreach with teams of individuals that go into the streets and forests, trying to locate the homeless to provide them with needed supplies and sometimes get them to a shelter. They are able to identify the seriously mentally ill and provide access to housing and help them work through that process.

After further discussion, it was the consensus of Council to move forward with Option B and have staff bring back the resolution with Option B wording for action at next week's Council meeting.

6. **Presentation on the City of Flagstaff's Procurement Code Manual.**

Purchasing Director Rick Compau began review of where they left off last time in discussing the proposed Procurement Code Manual, starting with Article 10. He said that they would like to address Article 10 and then Article 14 as they both dealt with the issue of a local bid preference, and value-added, respectively. The Chamber of Commerce had been notified that this was the evening when the Council would be discussing these articles, as there was a lot of interest on the part of the business community.

Mr. Compau said that the Invitation to Bid process is used 95% of the time for a product where price is the determining factor. This originates with the end user who works with the purchasing department. The end user provides the specifications to be inserted into a document put together by Purchasing and once they have a final draft of the document, it is routed to the City Attorney's office. Once approved by Legal it is then advertised. Their rule of thumb is they like to advertise for least 21 days.

Mayor Nabours said that this is one of the more important paragraphs that they need to focus on as he has issue with the way they are doing this. Mr. Compau said that they publish the notice at least one time, as required in the City Charter, and also post it on the City's website (which is directed further down in the document). He explained that businesses are able to sign up for receiving any type of notices, based on the categories they select.

Councilmember Woodson and Barotz both mentioned that they subscribe to the notices and the process works very well. After further discussion, it was suggested that Art. 10.4.c be combined with 10.3 to clarify that process.

Discussion was then held on the pre-bid conference, and when they are mandatory. Mr. Compau said that sometimes he will receive complaints that a vendor did not know about something, but it had been covered in the pre-bid conference which they chose not to attend. The pros and cons of mandating pre-bid conferences were discussed and

Mr. Compau said that it is a judgment call on when they should be mandatory, usually based on the type of bid or proposal being requested.

It was suggested that language be included that prospective bidders were highly encouraged to attend the pre-bid conference, and also include wording that attendance at pre-bid conferences may be mandatory.

It was suggested that webinars could be held for the pre-bid conferences, or a series of the conferences be held at different times of a day. Mr. Compau said that they are seeing more and more vendors contacting them, either by phone or e-mail, letting them know they cannot attend, and staff has facilitated their attendance via teleconferencing.

Mayor Nabours asked what "technical offers" referred to in Article 10.14. Mr. Compau gave the example of four or five years ago when the City first wanted to look at WiFi through the City. The technology was not all that advanced and they were tasked with looking at it further. Sometimes staff may not know enough about a given technology so they advertised a Request for Technical Offer to obtain further information and learn about some the technologies in the field.

Discussion was held on the use of the term "operating capital" and why the language was not clearer on what that would include. Mr. Burke explained that the term is often used during the budget process to identify things that are not necessarily permanent in nature. It was agreed that it should be defined within the document, similar to the definition for "capital improvements."

Discussion was also held on the use of the wording "contract's inception." Ms. D'Andrea said that they had other wording that would be clearer that they would use.

Discussion was held on Article 10.3 where it states that the bids were to be sealed and would be opened publicly but "shall not be open for public inspection." Mr. Compau explained the process and agreed to change the word …not be "open" to "available." He said that once there is a bid opening, but before it is awarded by Council, the other bids are not available for public inspection. They are only available after the award is made.

Discussion then turned to the issue of a "local bid preference." It was noted that some cities provide for a 5% or 10% local bid preference. Mr. Compau explained that in order to allow for that a study must be prepared that justifies the need. The benefits of purchasing locally, even at a slightly higher rate, were discussed, but it was also suggested that at some point, it becomes an issue of spending more for a product than necessary and misusing the taxpayers' money. It was suggested that perhaps a threshold could be put on the price of an item/service for when such a preference would be considered.

Michael Sistak of the Flagstaff Chamber of Commerce addressed the Council voicing the Chamber's support for a local bid preference ordinance and noted that he had distributed a letter from the Chamber's President, Julie Pastrick, which further addressed the issue.

It was also noted that one of the issues that needs to be settled is the definition of "local" they would intend to use if they moved forward.

Mr. Compau noted that there is a downside to a local bid preference, in that if surrounding communities were to adopt a similar ordinance, it could prohibit the local businesses from being able to compete in those other communities, and that could keep them from even bothering to submit a bid.

A break was held between 8:00 p.m. and 8:10 p.m. during which time Mayor Nabours left the Work Session for the evening and Vice Mayor Evans assumed conduct of the meeting.

Council agreed to move forward with having an updated study done and further defining the definition of "local."

7. **Presentation on the Discussion and Next Steps for the Core Services Maintenance Facility.**

Mr. Compau gave a PowerPoint presentation which addressed:

- TOPICS OF DISCUSSION
- REQUEST FOR PROPOSAL (RFP) ADVERTISEMENT

The question was raised as to why staff would attend realtors/brokers meetings in Phoenix. Ms. Trompeter said that they already attend some meetings in the Valley and they would double up on that trip to provide this information.

- PRE-PROPOSAL CONFERENCE
- SITE TOUR

Mr. Burke said that the site tour of the McAllister Ranch property was to assist with those that may be interested in an exchange.

- EVALUATION CRITERIA

Mr. Compau reviewed the different percentages applied to each item and Council discussed the various aspects and how they were determined.

A lengthy discussion followed on the importance of price, and the ability to have price be submitted separately. Ultimately staff was directed with moving forward in developing an RFP to be reviewed further once completed.

8. **Presentation/Discussion of Pavement Preservation & Transportation System Financing.**

Mr. Burke said that this issue was an extension of earlier discussions they have had with the Council in the mini budget retreats, and he reviewed a PowerPoint presentation which addressed:

- COUNCIL GOAL #1 – Repair, Replace and Maintain Infrastructure (streets/utilities)
- BACKGROUND
- MAINTENANCE ISSUES VS. WHOLE TRANSPORTATION SITUATION

- TRANSPORTATION SYSTEM
- MAINTENANCE ONLY
- MAINTENANCE ONLY - PROPOSAL #1
- MAINTENANCE ONLY - PROPOSAL #2
- WHOLE SYSTEM

Staff reported that there were other entities talking of potential elections for bonds and/or taxes, such as the Community College District and the County, and possibly FUSD.

Discussion was held on the benefits of each of the proposals. Some believed that the Whole System approach was the best way to move forward, but also agreed that it would be the most difficult sell. Members voiced appreciation for the various options made available. They were not in agreement on which direction to move and wanted to hear from the City's partners before selecting a direction.

Staff was directed to move forward with meeting with the other partners and gather additional information to report back to Council at a later time (at the April budget retreat).

9. **Review of Draft Agenda Items for the April 16, 2013, City Council Meeting.***

** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

None

10. **Public Participation**

None

11. **Informational Items To/From Mayor, Council, and City Manager.**

Vice Mayor Evans said that she would like to see a memo regarding the public participation process with Bushmaster Park, addressing what level the City was engaging the citizens according to the City's public participation plan. She also requested: 1) Middle steps taken to make sure that at public meetings the public can see they are being heard; 2) How staff was using comments from the public; 3) the different options of the draft plan; 4) When and how the public will be able to review the plan; 5) Incorporating ideas/suggestions in the area that could not come to the two community meetings; 6) How conflicts/struggles are being addressed; and 7) would like to see at last two or three more meetings before completing the draft plan.

Additionally, Vice Mayor Evans asked for a status report of the road project across from High Country Conference Center as it was disrupting the businesses in that area. Mr. Burke and Councilmember Woodson explained that was the same project they had previously discussed. Vice Mayor Evans said that staff needed to have a conversation with the surrounding businesses so they were aware of when they would have their road back.

Mr. Burke said that they would work on the communication, and further stated for everyone's information that the contractor is back on site after a winter shut down and they are expecting to complete Humphreys by May 1. They are looking for a change order to address Cottage, all of which is on next week's agenda.

12. **Adjournment**

The Flagstaff City Council Work Session of April 9, 2013, adjourned at 9:27 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kyle Brown, Project Manager, Utilities
Date:	04/10/2013
Meeting Date:	04/16/2013

TITLE:

Consideration and Approval of Construction Contract: Route 66 Culvert at Rio De Flag

RECOMMENDED ACTION:

1) Approve the construction contract (including Base Bid) with RTR Paving and Resurfacing in the amount of $296,047.00 which includes a $41,000.00 contract allowance and a 60 calendar day contract time;
2) Approve administrative change order authority in the amount of $13,000 (5% of the contract amount, less allowance) to cover potential costs associated with unanticipated items of work; and
3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

This project is currently listed as the #1 priority for the Drainage Improvement Program. It will address the highest flooding life-safety issue in the COF. The culvert will provide relief during large storms that otherwise could adversely impact the Route 66 embankment.

Financial Impact:

The project is funded by the portion of the stormwater utility fee allocated to the Drainage Improvement Program for FY2013 in the amount of $296,047.00

Connection to Council Goal:

Below are the Council goals. Only list those that relate to this agenda item; remove all others.

1. Repair Replace maintain infrastructure (streets & utilities)

Previous Council Decision on This:

No

Options and Alternatives:

• Approve the award including the Base Bid
• Reject bids and re-advertise the project

Background/History:

This project will replace the existing 42-inch CMP culvert that drains the area between Burlington Northern Santa Fe Railroad and Route 66 along the Rio de Flag with a 60-inch CMP to provide overtopping relief on Route 66 in a 100-year storm. Currently the 42-inch cannot convey a 100-year storm and floodwaters would inundate Route 66. A 78-inch casing will provide structural support for the 60-inch CMP.

A summary of bids received is below:

Bidder	Bid
RTR Paving and Resurfacing	$296,047
Woodruff Construction	$301,660
Eagle Mountain Construction	$323,212
Kinney Construction	$345,343
Hunter Contracting Co	$357,462
Citywide Contracting LLC	$375,000
Capital Improvements LLC	$395,595
LP's Excavating Inc.	$410,947

Key Considerations:

The scope of the project includes the following:

• Replace existing 42-inch CMP culvert that drains area between Burlington Northern Santa Fe Railroad and Route 66 along the Rio de Flag with a 60-inch CMP enclosed in 78-inch casing. This will be done using a Jack and Bore approach to minimize traffic disturbance along Route 66.
• Install riprap basin energy dissipator at downstream end of 60-inch CMP in Rio de Flag.

Community Benefits and Considerations:

This project will ensure the citizens of Flagstaff safe usage of Route 66 during the 100-year storm event.

Community Involvement:

Inform
Consult
Involve

This project involves solving citizen and community flooding challenges from years of citizen information, citizen consultations, and citizen involvement regarding drainage issues.

Expanded Options and Alternatives:

1. Approve the award as recommended.

2. Reject bids and readvertise the project which would delay the award and construction of the project to the next fiscal year.

Attachments: Project Plans
Site Overview
Site Close-Up
Presentation
Contract

ROUTE 66 CULVERT AT RIO DE FLAG

CITY OF FLAGSTAFF
COCONINO COUNTY, AZ

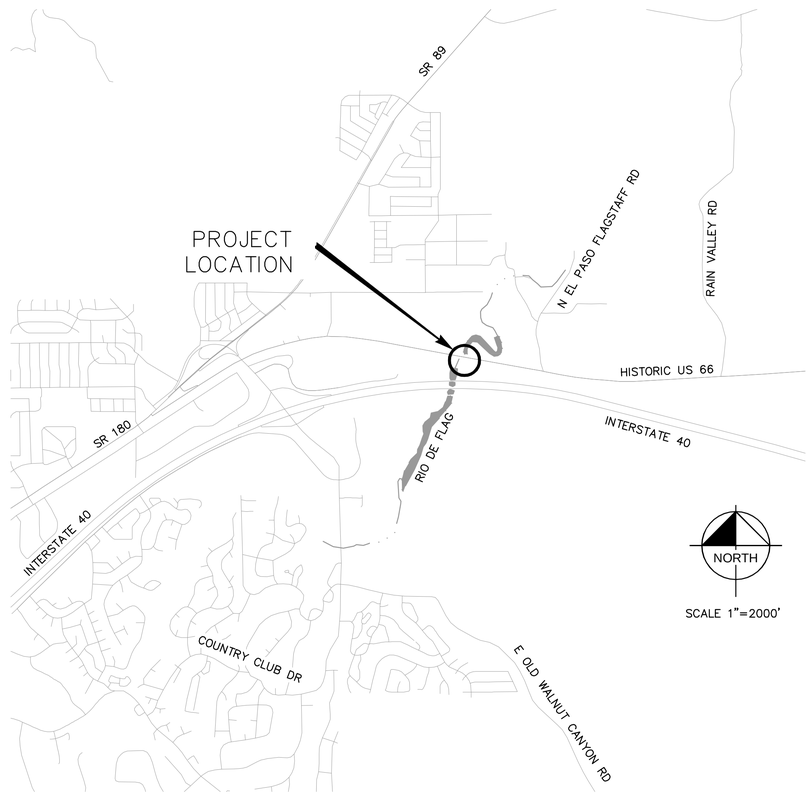
SURVEY DATA

HORIZONTAL DATUM: NAD 83 ARIZONA STATE PLANE CENTRAL (INTERNATIONAL FEET) CONSTRAINED TO THE CITY OF FLAGSTAFF CONTROL NETWORK
VERTICAL DATUM: NAVD 88 (INTERNATIONAL FEET) CONSTRAINED TO THE CITY OF FLAGSTAFF CONTROL NETWORK

NOTE: BENCHMARKS SURVEYED JULY, 2011
SURVEYOR: PLATEAU ENGINEERING
CIVIL ENGINEERS AND LAND SURVEYORS
202 EAST BIRCH AVENUE
FLAGSTAFF, AZ 86001
(928) 556-0311
CONTACT: JIM HALL

POINT TABLE

POINT ID	NORTHING	EASTING	ELEVATION	DESCRIPTION
1528101	1,537,497.9330	806,468.8944	6,764.600	FDBC
1627200	1,534,725.8300	803,791.4075	6,764.124	FDAC
1501	1,535,834.3610	803,927.7274	6,773.836	FDAC



SHEET INDEX

SHEET NUMBER	SHEET DESCRIPTION
1	COVER SHEET
2	PLAN AND PROFILE
3	DETAILS

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-YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE 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 IMPROVEMENTS 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 48 HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CURRENT CITY OF FLAGSTAFF "ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SPECIFICATIONS", THE 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.
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. 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.
10. 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 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.
11. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.
12. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40-360.22.
13. 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.
14. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY LAND DEVELOPMENT CODE STANDARDS FOR "TEMPORARY USES".
15. 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.
16. 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.

UTILITY ACKNOWLEDGMENTS

APPROVED _____ ARIZONA PUBLIC SERVICE — DATE

APPROVED _____ UNISOURCE ENERGY SERVICES — DATE

APPROVED _____ QWEST COMMUNICATIONS — DATE

APPROVED _____ NPG CABLE — DATE

CITY OF FLAGSTAFF APPROVALS

APPROVED _____ CITY ENGINEER — DATE

APPROVED _____ CITY PUBLIC WORKS DIRECTOR — DATE

APPROVED _____ CITY UTILITIES DIRECTOR — DATE

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

CITY OF FLAGSTAFF PROJECT #993413

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.

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7740 N. 16th STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

LICENSED PROFESSIONAL
LAURA S. MARIN
ARIZONA LICENSE NUMBER 34151
DATE: _____

KHA PROJECT 191133011
DATE 6/18/2012
SCALE AS SHOWN
DESIGNED BY AOM
DRAWN BY ZRS
CHECKED BY LSM

COVER SHEET

ROUTE 66 CULVERT AT RIO DE FLAG
PREPARED FOR
CITY OF FLAGSTAFF

SHEET NUMBER
1

Plotted By:Schmidt, Zachary Sheet Set:Flagstaff Culvert Layout:Layout1 June 18, 2012 01:14:14pm K:\PHX_WaterResources\191133011\CADD\191133011CV.dwg
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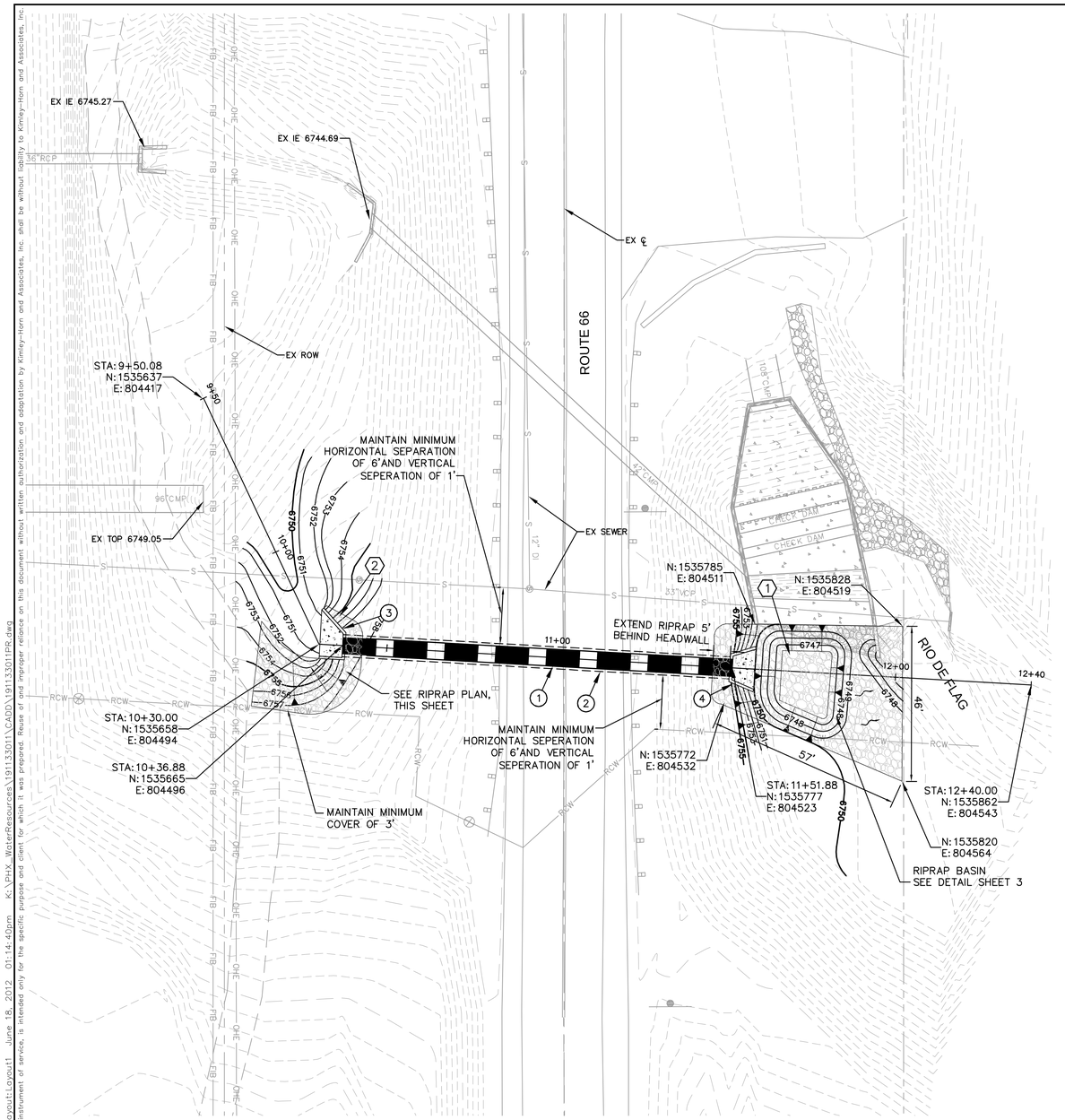
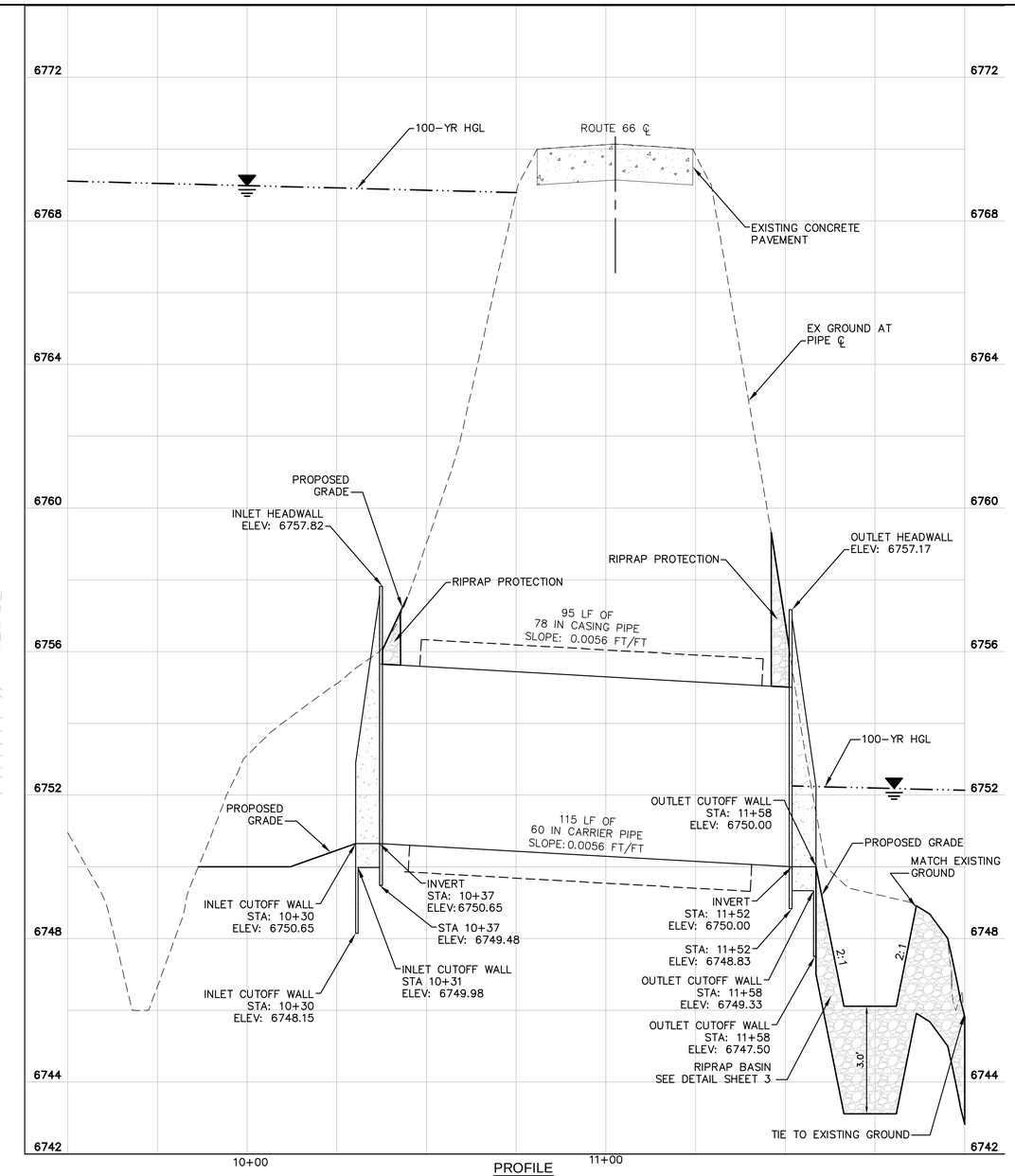
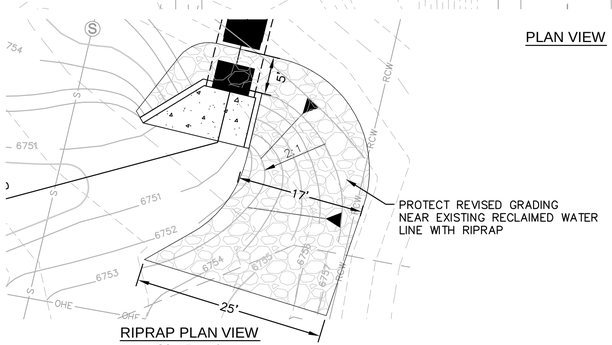


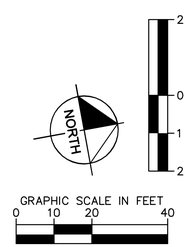
PLAN VIEW



PROFILE



RIPRAP PLAN VIEW
SCALE 1"=10'



	PIPE SIZE AND MATERIAL	LENGTH
1	60 IN DIA CORRUGATED METAL PIPE (CMP)	115 LF
2	78 IN DIA STEEL CASING PIPE	95 LF
	STRUCTURE	**DETAIL**
3	MODIFIED INLET HEADWALL FOR 1:1.5 EMBANKMENT SLOPE, DIMENSIONS PER DETAIL	MAG 501-3 AND SHEET 3
4	OUTLET HEADWALL FOR 1:1.5 EMBANKMENT SLOPE, DIMENSIONS PER DETAIL	MAG 501-3 AND SHEET 3

NOTE:
ALL INVERTS REFER TO CARRIER PIPE INVERTS

CONSTRUCTION NOTES

1. PLACE 202 CY RIPRAP WITH GEOTEXTILE FABRIC FOR RIPRAP BASIN, D50=18", 36" THICK, SEE DETAIL SHEET 3
2. PLACE 22 CY RIPRAP WITH GEOTEXTILE FABRIC, D50=6", 12" THICK

CITY OF FLAGSTAFF PROJECT #993413

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DATE 6/18/2012
SCALE AS SHOWN
DESIGNED BY AOM
DRAWN BY ZRS
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PLAN AND PROFILE

ROUTE 66 CULVERT AT RIO DE FLAG
PREPARED FOR
CITY OF FLAGSTAFF

SHEET NUMBER
2

Plotted By:Schmidt, Zachary Sheet Set:Flagstaff Culvert Layout:Layout1 June 18, 2012 01:14:40pm K:\PHX_WaterResources\191133011\CADD\191133011PR.dwg
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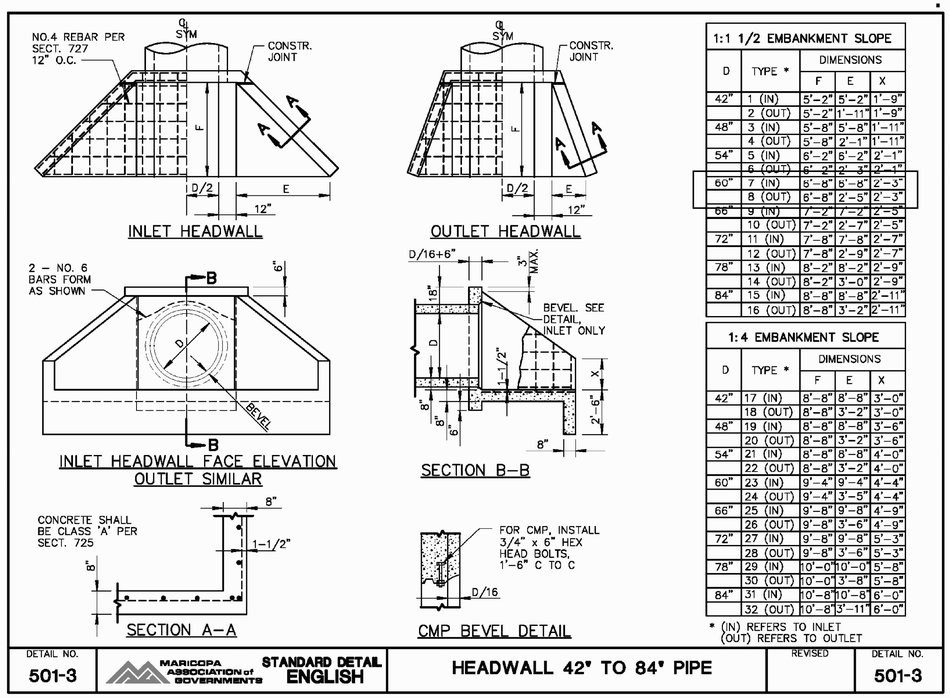
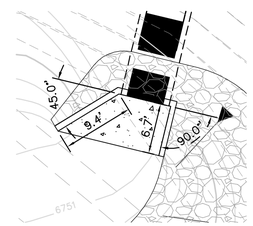


1:1 1/2 EMBANKMENT SLOPE				
D	TYPE *	DIMENSIONS		
		F	E	X
42"	1 (IN)	5'-2"	5'-2"	1'-9"
	2 (OUT)	5'-2"	1'-11"	1'-9"
48"	3 (IN)	5'-8"	5'-8"	1'-11"
	4 (OUT)	5'-8"	2'-1"	1'-11"
54"	5 (IN)	6'-2"	6'-2"	2'-1"
	6 (OUT)	6'-2"	2'-3"	2'-1"
60"	7 (IN)	6'-8"	6'-8"	2'-3"
	8 (OUT)	6'-8"	2'-5"	2'-3"
66"	9 (IN)	7'-2"	7'-2"	2'-5"
	10 (OUT)	7'-2"	2'-7"	2'-5"
72"	11 (IN)	7'-8"	7'-8"	2'-7"
	12 (OUT)	7'-8"	2'-9"	2'-7"
78"	13 (IN)	8'-2"	8'-2"	2'-9"
	14 (OUT)	8'-2"	3'-0"	2'-9"
84"	15 (IN)	8'-8"	8'-8"	2'-11"
	16 (OUT)	8'-8"	3'-2"	2'-11"

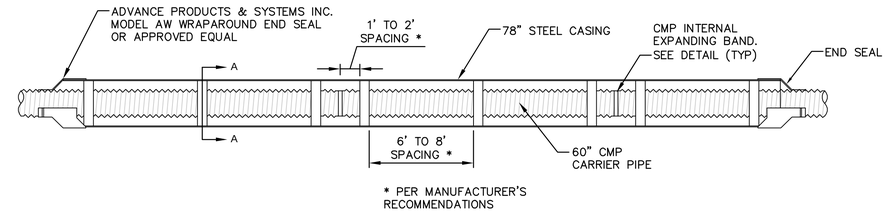
1:4 EMBANKMENT SLOPE				
D	TYPE *	DIMENSIONS		
		F	E	X
42"	17 (IN)	8'-8"	8'-8"	3'-0"
	18 (OUT)	8'-8"	3'-2"	3'-0"
48"	19 (IN)	8'-8"	8'-8"	3'-6"
	20 (OUT)	8'-8"	3'-2"	3'-6"
54"	21 (IN)	8'-8"	8'-8"	4'-0"
	22 (OUT)	8'-8"	3'-2"	4'-0"
60"	23 (IN)	9'-4"	9'-4"	4'-4"
	24 (OUT)	9'-4"	3'-5"	4'-4"
66"	25 (IN)	9'-8"	9'-8"	4'-9"
	26 (OUT)	9'-8"	3'-6"	4'-9"
72"	27 (IN)	9'-8"	9'-8"	5'-3"
	28 (OUT)	9'-8"	3'-6"	5'-3"
78"	29 (IN)	10'-0"	10'-0"	5'-8"
	30 (OUT)	10'-0"	3'-8"	5'-8"
84"	31 (IN)	10'-8"	10'-8"	6'-0"
	32 (OUT)	10'-8"	3'-11"	6'-0"

* (IN) REFERS TO INLET
(OUT) REFERS TO OUTLET

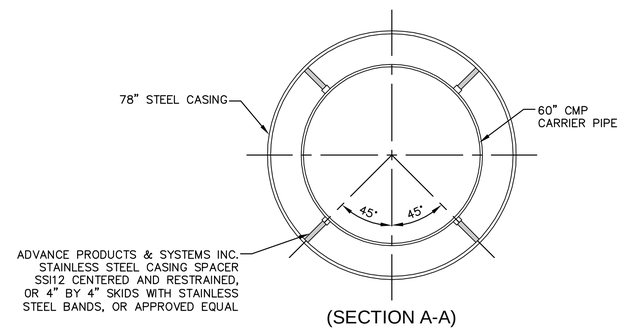
INLET AND OUTLET HEADWALL DETAILS
SCALE: NTS



INLET HEADWALL PLAN
SCALE: 1"=10'

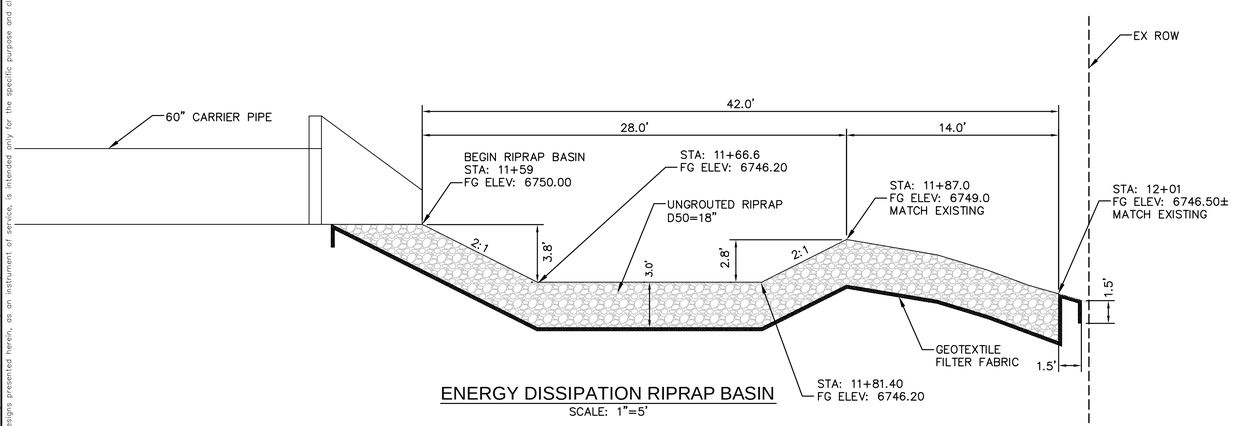


PROFILE
SCALE: NTS



(SECTION A-A)

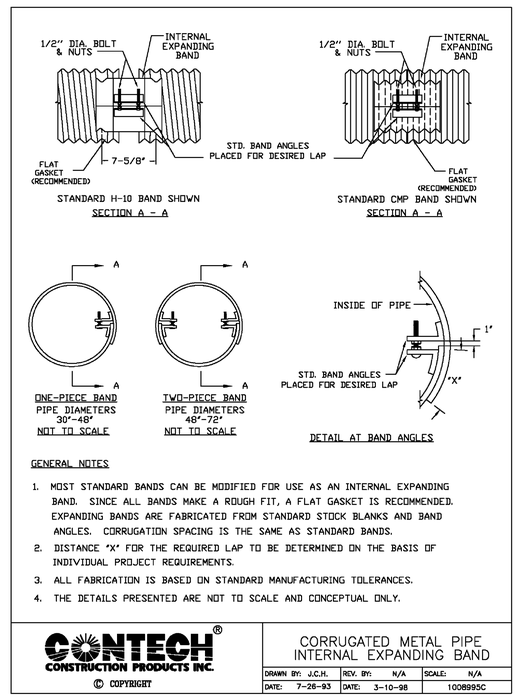
60" CULVERT BORE DETAIL
SCALE: NTS



ENERGY DISSIPATION RIPRAP BASIN
SCALE: 1"=5'

RIPRAP GRADATION TABLE

STONE SIZE RANGE [FT]	PERCENT OF GRADATION SMALLER THAN
1.5*D50 TO 1.7*D50	100
1.2*D50 TO 1.4*D50	85
1.0*D50 TO 1.15*D50	50
0.4*D50 TO 0.6*D50	15



INTERNAL EXPANDING BAND DETAIL
SCALE: NTS

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

CITY OF FLAGSTAFF PROJECT #993413

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.
© 2012 KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16TH STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

LICENSED PROFESSIONAL
LAURA S. MARIN
ARIZONA LICENSE NUMBER 34151
DATE: ____

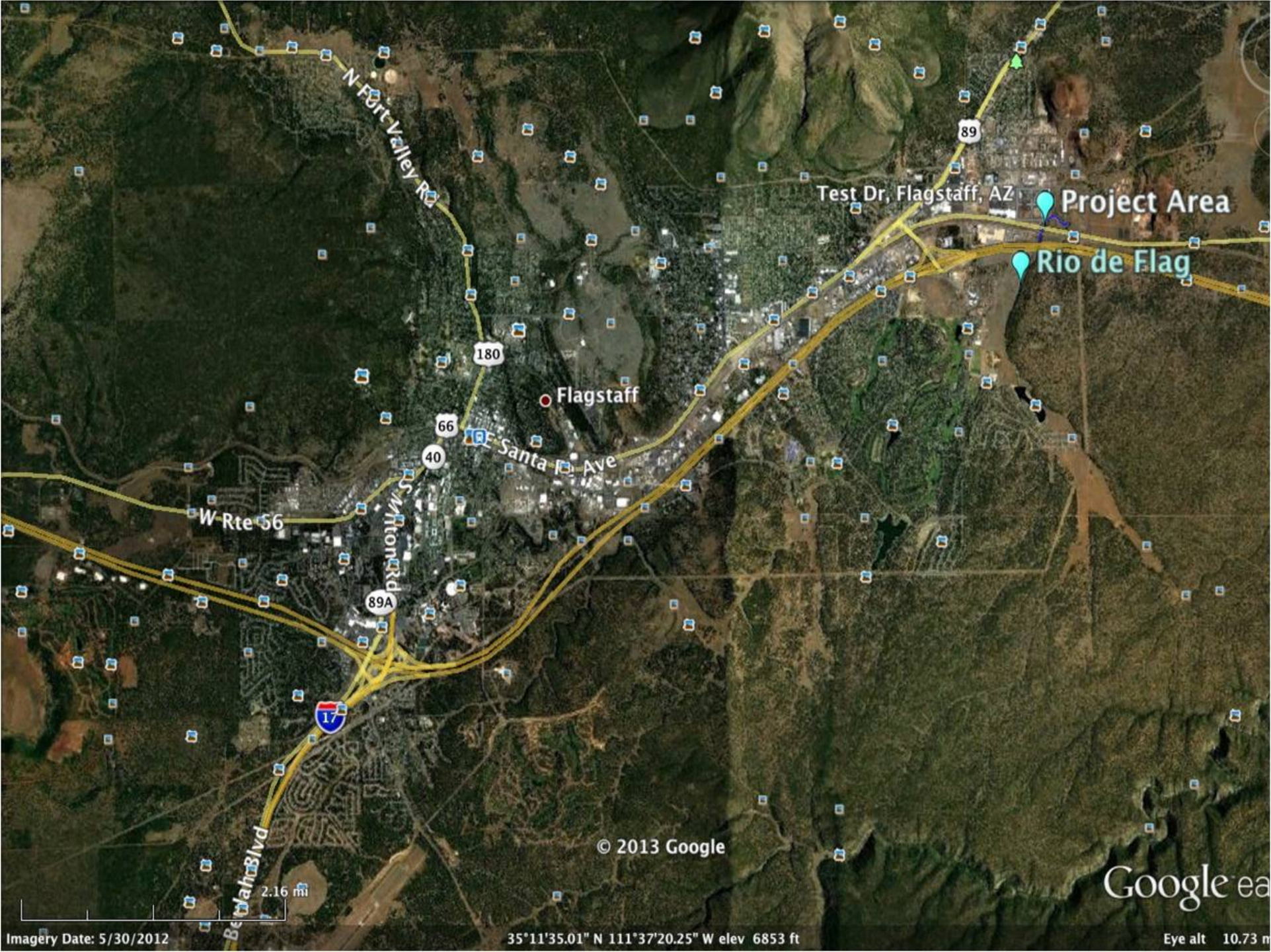
KHA PROJECT 191133011
DATE 6/18/2012
SCALE AS SHOWN
DESIGNED BY AOM
DRAWN BY ZRS
CHECKED BY LSM

DETAILS

ROUTE 66 CULVERT AT RIO DE FLAG
PREPARED FOR
CITY OF FLAGSTAFF

SHEET NUMBER
3

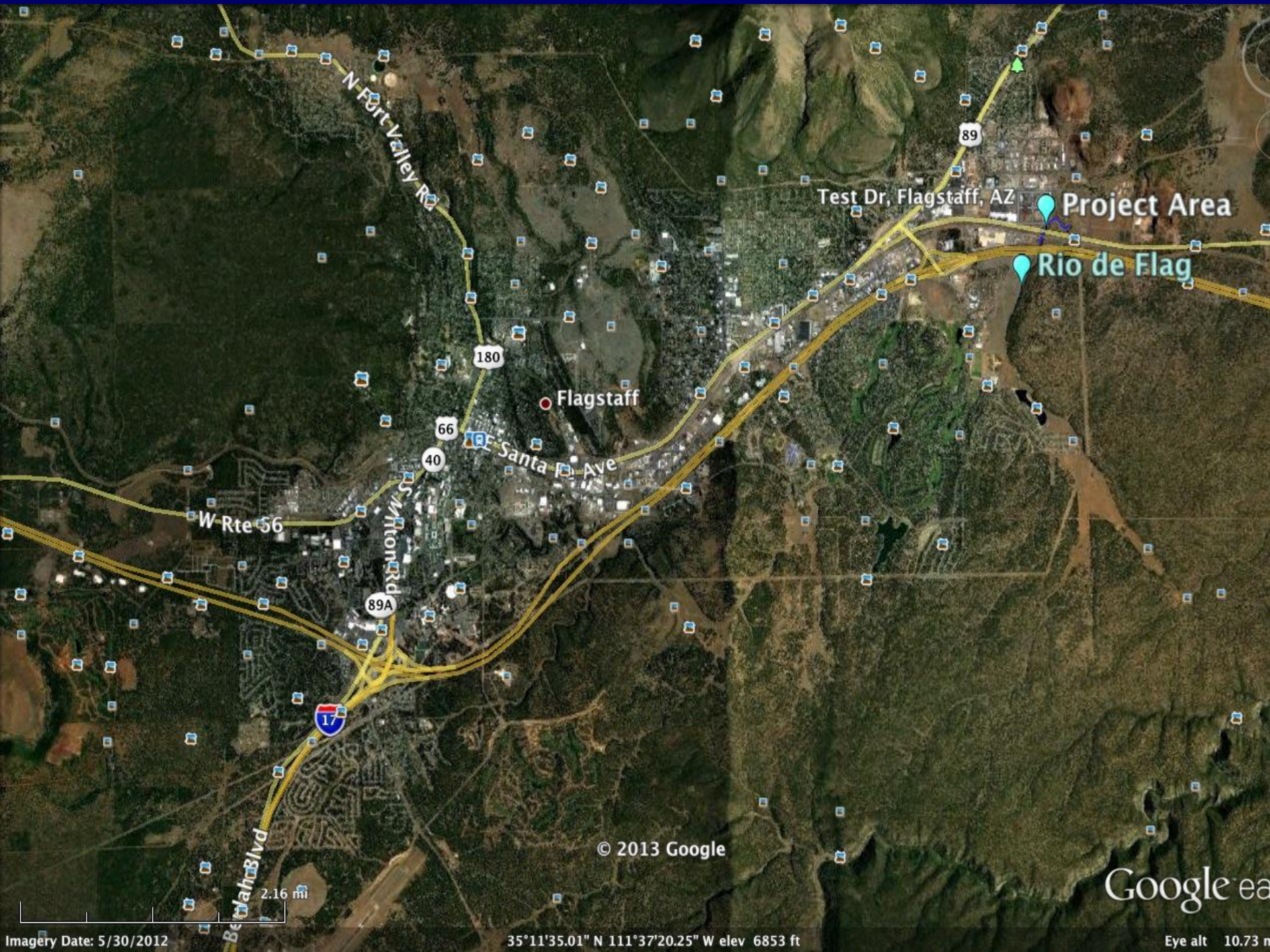
Plotted By:Schmidt, Zachary Sheet Set:Flagstaff Culvert Layout:Layout1 June 18, 2012 01:14:42pm K:\PHX_WaterResources\191133011\CADD\191133011SZ.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.


N Fort Valley Rd
Test Dr, Flagstaff, AZ
Project Area
Rio de Flag
89
180
Flagstaff
66
40
Santa Fe Ave
W Rte 66
S Milton Rd
89A
17
Beulah Blvd
© 2013 Google
2.16 mi
Imagery Date: 5/30/2012
35°11'35.01" N 111°37'20.25" W elev 6853 ft
Eye alt 10.73 m

City of Flagstaff Web Map

Thu Mar 21 2013 01:59:07 PM.

Route 66 Culvert at Rio de Flag


N Fort Valley Rd
Test Dr, Flagstaff, AZ
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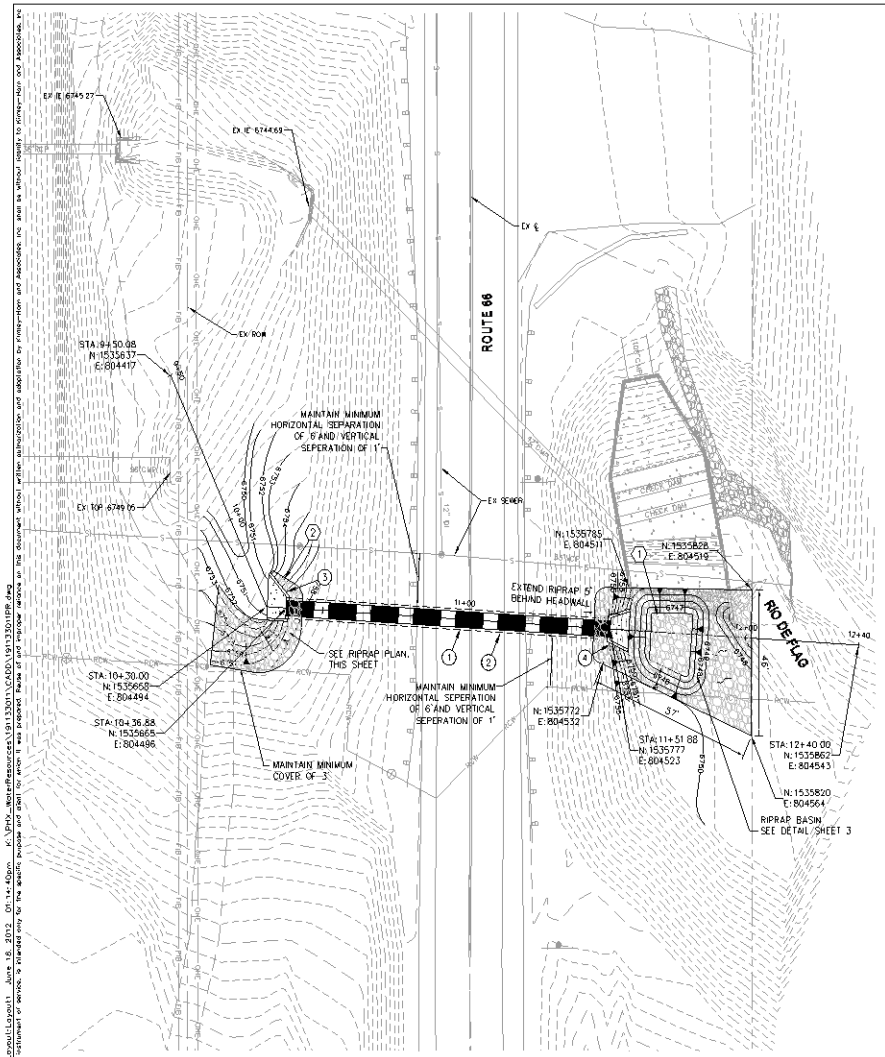
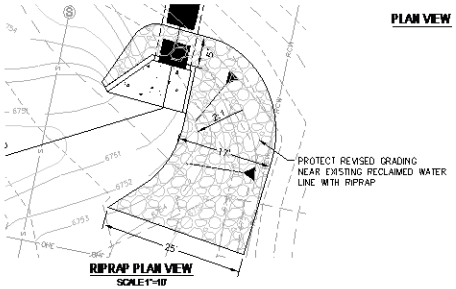
Rio de Flag
89
180
Flagstaff
66
40
Santa Fe Ave
W Rte 66
S Milton Rd
89A
17
Beulah Blvd
© 2013 Google
2.16 mi
Imagery Date: 5/30/2012
35°11'35.01" N 111°37'20.25" W elev 6853 ft
Eye alt 10.73 m

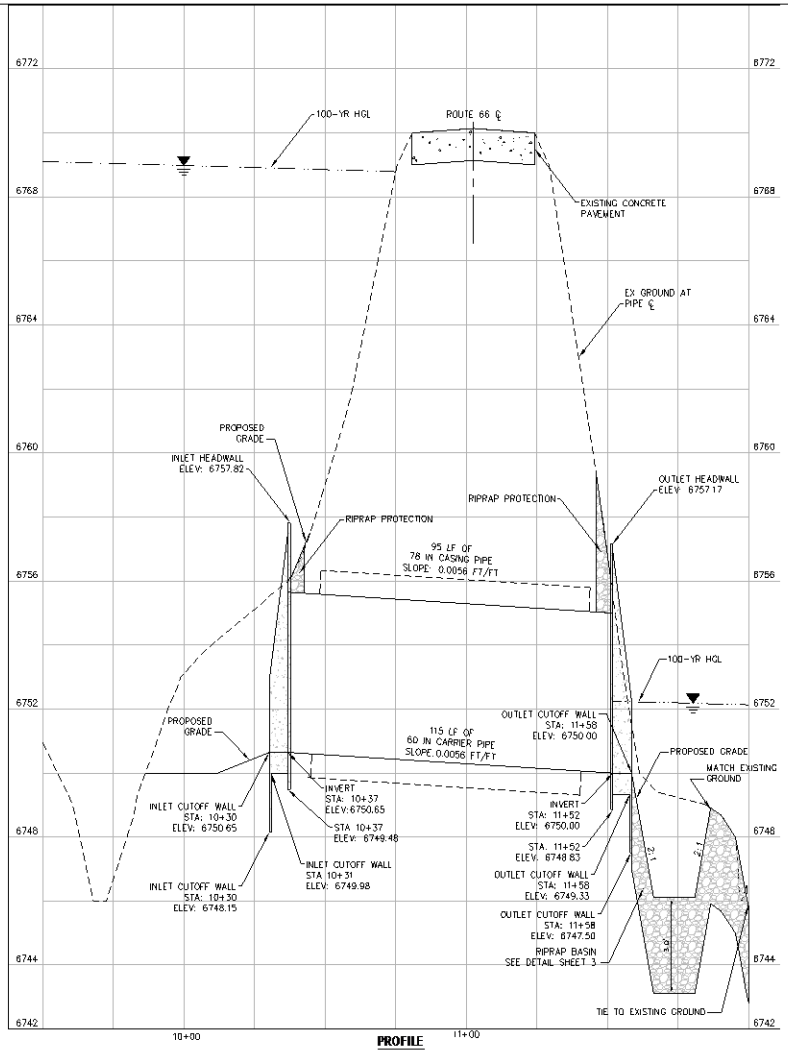
Rio de Flag
Test Dr
Project Area
66
© 2013 Google
Google earth
386 ft
40
te: 5/30/2012
1997
35°13'13.72" N 111°33'58.03" W elev 6791 ft
Eye alt 8441 ft



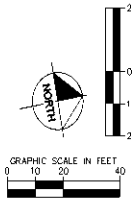
PLAN VIEW



RIPRAP PLAN VIEW
SCALE 1"=10'



PROFILE



	PIPE SIZE AND MATERIAL	LENGTH
1	60 IN DIA CORRUGATED METAL PIPE (CMP)	115 LF
2	78 IN DIA STEEL CASING PIPE	95 LF
	STRUCTURE	**DETAIL**
3	MODIFIED INLET HEADWALL FOR 1:1.5 EMBANKMENT SLOPE, DIMENSIONS PER DETAIL	MAG 501-3 AND SHEET 3
4	OUTLET HEADWALL FOR 1:1.5 EMBANKMENT SLOPE, DIMENSIONS PER DETAIL	MAG 501-3 AND SHEET 3

NOTE:
ALL INVERTS REFER TO CARRIER PIPE INVERTS

CONSTRUCTION NOTES

1. PLACE 202 CY RIPRAP WITH GEOTEXTILE FABRIC FOR RIPRAP BASIN, D50=18", 36" THICK, SEE DETAIL SHEET 3
2. PLACE 22 CY RIPRAP WITH GEOTEXTILE FABRIC, D50=6", 12" THICK

CITY OF FLAGSTAFF PROJECT #993413

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.
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LICENSED PROFESSIONAL
LAURA S. MARIN
ARIZONA LICENSE NUMBER 34151
DATE

KHA PROJECT 191133011
DATE 6/13/2012
SCALE AS SHOWN
DESIGNED BY AOM
DRAWN BY ZRS
CHECKED BY LSM

PLAN AND PROFILE

ROUTE 66 CULVERT AT RIO DE FLAG
PREPARED FOR
CITY OF FLAGSTAFF

SHEET NUMBER
2

Plotted By: Schmidt, Zachary Sheet Set: Flagstaff Culvert Layout: Layout1 June 18, 2012 01:14:40pm K:\PHX_WaterResources\191133011\CADD\191133011PR.dwg
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CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
And
RTR Paving and Resurfacing, L.L.C.

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and RTR Paving and Resurfacing, L.L.C. ("Contractor") an Arizona limited liability company with offices in Flagstaff, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of the **Route 66 Culvert at Rio De Flag 2013 Bond Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and

Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG") Exhibit A

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$296,047.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **60 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested 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.

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M. Senior Procurement Specialist	Richard Walters President

211 West Aspen Avenue
Flagstaff, AZ 86001

P.O. Box 30536
Flagstaff, AZ 86003

13. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

14. Contractor's Liability and Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

15. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

16. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

17. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

18. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

19. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

20. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

21. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Contractor certifies that the Contractor and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

23. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

24. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as

the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

26. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

27. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

28. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

_____
Kevin Burke, City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

RTR Paving and Resurfacing, L.L.C.

_____
Signature

_____
Printed Name

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Route 66 Culvert at Rio De Flag 2013 Bond Project
PROJECT NUMBER: 993423 BID NUMBER: 2013-25

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (Hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____ _____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Route 66 Culvert at Rio De Flag 2013 Bond Project
PROJECT NUMBER: 993423 BID NUMBER: 2013-25

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____ _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____Dollars ($_____ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 20__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffin Miller, Project Manager, Community Development
Date:	04/10/2013
Meeting Date:	04/16/2013

TITLE:

Consideration and Approval of Change Order No. 3: Coconino/Elden/Humphreys 2010 Bond Improvements.

RECOMMENDED ACTION:

Approve Change Order No. 3 with Eagle Mountain Construction Co. in the amount of $303,511, ***to authorize the contractor to replace deteriorated water and sewer mains in Cottage Avenue from Mike's Pike to Beaver Street**, and extend the contract by 35 calendar days.

Policy Decision or Reason for Action:

Approving this change order will authorize the contractor to replace deteriorated water and sewer mains in Cottage Avenue from Mike's Pike to Beaver Street.

Financial Impact:

The project is funded by general obligation bonds from the 2010 Street/Utility Bond Improvement program in a principal amount of $16,500,000. This increased contact amount does not affect the overall delivery of the 2010 Bond Improvement program.

Connection to Council Goal:

1. Repair, replace, maintain infrastructure (streets & utilities)

Previous Council Decision on This:

The Council approved the construction contract for this project on July 17, 2012.
The Council adopted the FY13 budget at the June 5, 2012 meeting.

Options and Alternatives:

1) Approve the Change Order as recommended. This additional work connects to Humphreys Street which is currently under construction. Completing this additional work now will avoid disrupting this neighborhood again with a future project.
2) Reject this Change Order and postpone the additional work to a future project. A future project would disrupt the neighborhood again. Maintenance costs of the existing water and sewer mains will likely increase until they are replaced.

Background/History:

The existing water and sewer mains in Cottage Ave. from Mike's Pike to Beaver St. are deteriorated and eligible to be replaced under the Utilities 2010 Bond program.

The Change Order Committee reviewed and approved this change order at their April 4, 2013 meeting.

Key Considerations:

Replacing the deteriorated water and sewer mains should decrease maintenance costs on these utilities.

There are adequate funds available in the program to complete this work.

Community Benefits and Considerations:

The new water and sewer mains will require less maintenance and minimize impacts to the neighborhood.

Community Involvement:

Inform - Construction progress up-dates have been provided to residents and property owners during this project.

Empower - Voters authorized up to $16.5 million in general obligation bonds in November 2010. The bonds are to fund street and utility infrastructure replacements.

Attachments: Vicinity Map
Change Order No. 3

Cottage Avenue Improvements

-- Cottage Avenue between Mikes Pike and Beaver St. --

Title: 2010 Bond Project - Coconino/Elden/Humphreys
1.) - COF Proj. No. 243600
2.) - COF File No. 03-11022

300 150 0 300 Feet

March 28, 2013

CITY OF FLAGSTAFF – CHANGE ORDER

[] CONFIRMING CHANGE ORDER NO. _____
[] CONSULTING CONTRACT CHANGE ORDER NO. _____
[X] CONSTRUCTION CONTRACT CHANGE ORDER NO. 3

PROJECT NO. 243600 **PROJECT NAME:** Coconino/Elden/Humphreys 2010 Bond Projects

FILE NO. 03-11022 **Project Manager:** Tiffin Miller

TO: Eagle Mountain Construction Co.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract. Description of work to be done:

Construct new 8" water and sewer mains, new water and sewer services and half-street, full depth pavement (3"AC/6"ABC) replacement in Cottage Avenue from Mike's Pike to Beaver Street. This work will be done in accordance with the attached Change Order Proposal No. 20, dated April 2, 2013, from Eagle Mountain Construction Co. in an amount not to exceed $303,511.00 and 35 additional calendar days.

Change Order originated by: [X] CITY OF FLAGSTAFF [] CONTRACTOR [] CONSULTANT [] OTHER _____

Project Manager	March 28, 2013	**Approval Recommended**	
C.O. Committee Meeting Date	April 4, 2013	**Approval Recommended**	
Community Development Dir.		**Approval Recommended**	
City Attorney		**Approval Recommended**	
City Manager		**Approval Recommended**	
City Council Meeting Date	April 16, 2013	**Approval Recommended**	

		Date		
ORIGINAL CONTRACT PERIOD	120 Days	(12/18/12)	ORIGINAL CONTRACT VALUE	$ 1,285,354.00
PRIOR TIME CHANGES	52 Days	(02/08/13)	TOTAL PRIOR VALUE CHANGES	$ 146,630.05
THIS TIME CHANGE	35 Days	(06/04/13)	VALUE OF THIS CHANGE	$ 303,511.00
NEW CONTRACT PERIOD	207 Days	(06/04/13)	NEW CONTRACT VALUE	$ 1,735,495.05

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Eagle Mountain Construction Co.

Accepted Date _____ **By** _____

CITY OF FLAGSTAFF

[] CONFIRMING CHANGE ORDER NO. _____
[] CONSULTING CONTRACT CHANGE ORDER NO. _____
[X] CONSTRUCTION CONTRACT CHANGE ORDER NO. 3

PROJECT NO. 243600 **PROJECT NAME:** Coconino/Elden/Humphreys 2010 Bond Project

FILE NO. 03-11022 **PROJECT MANAGER:** Tiffin Miller

JUSTIFICATION: The existing water and sewer mains in Cottage Ave. from Mike's Pike to Beaver St. are deteriorated and eligible to be replaced under the Utilities 2010 Bond program. There are adequate funds available in the program to complete this work.

This work connects to the Humphreys intersection which is still under construction. Therefore, completing this additional work now will avoid disrupting this neighborhood again with a future project.

TIME ANALYSIS: This work will require 35 additional calendar days to the contract for a total of 207 calendar days.

COST ANALYSIS: Adding this work as a change order is likely less expensive than going out to bid in the future as a separate project. Also, maintenance costs will likely decrease after these mains are replaced.

Original Contract Value:	$1,285,354.00
Value of previous changes:	$ 146,630.05
Value of this Change:	$ 303,511.00
New Contract Value:	$1,735,495.05

The project is funded by general obligation bonds from the 2010 Bond program in a principal amount up to $16,500,000. This increased contract amount will not affect the overall delivery of the 2010 Bond projects.

Remaining Change Order Authority: $ 17,041.11

CITY OF FLAGSTAFF — PROJECT STATUS FORM

PROJECT NAME: Coconino/Elden/Humphreys 2010 Bond Projects	[] Design [X] Construction []
PROJECT NO. 243600	**FILE NO. 03-11022**

ACCT NO. 403-2436-691-4200	**100 %**	**$1,735,495.05**
		NEW CONTRACT TOTAL **$1,735,495.05**

CITY COUNCIL APPROVAL: July 17, 2012	**ORIGINAL CONTRACT AMT: $1,285,354.00**
BUDGET AMT: $1,700,000	**FY: 12/13**
NOTICE TO PROCEED: August 20, 2012	**TIME (No. Days): 120**
COMPLETION DATE: December 18, 2012	**ORIGINAL CONTRACT ALLOWANCE: $70,000**
CONSULTANT:	**LOCATION:**
CONTRACTOR: Eagle Mountain Construction Co.	**LOCATION: Flagstaff, AZ**

Project Manager: Tiffin Miller

Change Orders / Revision Date	C.O. Amount / New Total	C.O. Days / New Total	Council Date / New Comp. Date	REASON FOR CHANGE
1	$102,982.70	11	11/06/12	Construct full depth pavement on Elden St. between Route 66 and Birch Ave and on Coconino Ave. between Wilson St. and the west end.
10/04/12	$1,388,025.16	131	12/29/12	
2	$43,958.89	2	N/A	Construct full depth pavement on Humphreys St. and eliminate 60 feet of 12" water main in Butler Avenue.
12/06/12	$1,431,984.05	148	01/15/13	
3	$303,511.00	35	4/16/13	Construct new 8" water and sewer mains and half-street full depth 3"AC/6"ABC in Cottage Ave. from Mike's Pike to Beaver St.
4/04/13	1,735,495.05	207	6/04/13	

COMMENTS:_____

NOTE: IF CHANGE ORDER ACCOUNT NUMBER OR DISTRIBUTION DIFFERS FROM THAT ABOVE, IT MUST BE SPECIFICALLY NOTED.

3885 E. Industrial Dr., Flagstaff, Arizona 86004
928-526-2587 / AZROC # 231544
EMC is a dba of KEAR Civil Corp.
www.emcaz.com
EAGLE MOUNTAIN CONSTRUCTION
Mass Earthwork ▼ Utilities ▼ Concrete ▼ Paving

Eagle Mountain Construction Co.

CHANGE ORDER PROPOSAL

To: **City Of Flagstaff** Project: **Coconino/Elden/Humphreys 2010 Bond Project**
Attn: **Tiff Miller** COP #: **20** Rev#: ____
Date: **4/2/13**

Description:

This COP is for the Additional scope for Cottage Ave. Per drawings from SWI Dated 3/27/13. And bid schedule provide by COF.

EMC CC	#	Description	Quan	Unit	Unit Cost	Subtotal
99-0020	1	Sawcut & Remove AC	850	SY	$ 12.40	$ 10,540
99-0020	2	Sawcut & Remove Sidewalk	1,142	SF	$ 1.20	$ 1,370
99-0020	3	Sawcut & Remove Curb & Gutter	231	LF	$ 4.00	$ 924
99-0020	4	Cap & Abandon Water Line	1	LS	$ 300.00	$ 300
99-0020	5	Demo & Remove Meter Box and Salvage Meter	1	LS	$ 600.00	$ 600
99-0020	6	Remove Water And Sewer Services	1	LS	$ 3,000.00	$ 3,000
99-0020	7	Demo & Remove Sewer Manhole	3	EA	$ 250.00	$ 750
99-0020	8	Demo & Remove 8" Sewer Line	1	EA	$ 400.00	$ 400
99-0020	9	Replace Pavement Structural Section 3" AC/6" AB	850	SY	$ 51.00	$ 43,350
99-0020	10	Asphalt Chip Seal	850	SY	$ 3.35	$ 2,848
99-0020	11	Vertical Curb And Gutter	132	LF	$ 22.00	$ 2,904
99-0020	12	Curb Transitions	1	EA	$ 70.00	$ 70
99-0020	13	Concrete Sidewalk	815	SF	$ 5.60	$ 4,564
99-0020	14	Sidewalk Ramp	1	EA	$ 1,400.00	$ 1,400
99-0020	15	Commercial Concrete Driveway	589	SF	$ 5.30	$ 3,122
99-0020	16	8" PVC Waterline	509	LF	$ 49.70	$ 25,297
99-0020	17	6" PVC Waterline	40	LF	$ 48.20	$ 1,928
99-0020	18	1" Water Service Replacement	9	EA	$ 3,000.00	$ 27,000
99-0020	19	1" New Water Service	1	EA	$ 2,900.00	$ 2,900
99-0020	20	Adjust Valve Box to Grade	2	EA	$ 300.00	$ 600
99-0020	21	8" PVC Sewerline	566	LF	$ 64.30	$ 36,394
99-0020	22	Sewer Building Connection And Cleanout	19	EA	$ 3,400.00	$ 64,600
99-0020	23	48" Manhole	3	EA	$ 3,700.00	$ 11,100
99-0020	24	Paint Red No Parking Curb Marking	1	LS	$ 400.00	$ 400
99-0020	25	Bmp Installation	1	LS	$ 250.00	$ 250
99-0020	26	Traffic Control	1	LS	$ 9,500.00	$ 9,500
99-0020	27	Non-Itemized Removals	1	LS	$ 3,000.00	$ 3,000
99-0020	28	Unanticipated Trench Rock Excavation (Contingency)	100	CY	$ 125.00	$ 12,500
99-0020	29	Unanticipated Unsuitable Soil (Contingency)	100	CY	$ 69.00	$ 6,900
99-0020	30	Contract Allowance (Contingency)	1	LS	$ 25,000.00	$ 25,000
						$ 303,510.70
				Fee	0.0%	$ -
				Bond\Insur	0.0%	$ -
				Tax	0.0%	$ -
					Subtotal:	**$ 303,510.70**

EMC CC	#	Description - Unit Cost (no mark-up) Items	Quan	Unit	Unit Cost	Subtotal

Eagle Mountain Construction Co.

3885 E. Industrial Dr., Flagstaff, Arizona 86004
928-526-2587 / AZROC # 231544
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www.emcaz.com
EAGLE MOUNTAIN CONSTRUCTION
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99-0020	1	Add 35 Days to Contract Time	0.0	LS	$ -	$ -
					Subtotal Unit Cost Items:	**$ -**
					TOTAL THIS COP:	**$ 303,510.70**

Notice to Proceed Date	**20-Aug-12**	
Original Contract Time	120.0	days
Change in time by previous COP's	133.0	days
Revised Contract Time	253.0	days
Change in Time by this COP	35.0	days
Revised Contract Time	**288.0**	days
Revised Contract Completion Date	**4-Jun-13**	

Schedule Description:

This change adds an additional 35 days to the Contract time.

Joel Reinen 4/2/2013

Approval - EMC Project Manager Date

Approval - Client Date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffin Miller, Project Manager, Community Development
Date:	04/05/2013
Meeting Date:	04/16/2013

TITLE:

Consideration and Approval of Construction Contract: Hillside Water and Sewer Replacement Project

RECOMMENDED ACTION:

1) Approve the construction contract with Capital Improvements, LLC in the amount of $322,542.10 which includes a $36,000 contract allowance and a 120 calendar day contract time;
2) Approve change order authority in the amount of $28,654 (10% of the contract amount , less allowance) to cover potential costs associated with unanticipated items of work; and
3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Award of the contract will authorize the construction of the Hillside Water and Sewer Replacement Project in accordance with the approved Public Improvements Plans prepared by Shephard-Wesnitzer, Inc.

Financial Impact:

The project is budgeted in FY 2013 in the amount of $290,000 and in FY 2014 in the amount of $300,000 for the Hillside Water and Sewer Replacement project in account no. 201-5811-773.

Connection to Council Goal:

1. Repair, replace, maintain infrastructure (streets & utilities)

Previous Council Decision on This:

No

Options and Alternatives:

- Approve the award as recommended
- Reject bids and readvertise the project

Background/History:

The bid solicitation was published twice; February 24, 2013 and March 3, 2013. Nine bids were received on March 11, 2013 at the office of the City Purchasing Agent. A summary of the bids received is below:

Bidder	Total Bid
Consultant's Estimate	$506,359.00
Capital Improvements, LLC	$322,542.10
LP's Excavation, Inc.	$469,563.00
Alliance Streetworks, Inc.	$473,025.50
RTR Paving & Resurfacing, LLC	$477,432.50
Kinney Construction Services	$498,500.00
Conco Concrete Specialists, LLC	$503,091.45
Woodruff Construction	$555,000.00
Eagle Mountain Construction	$582,367.00
RK Sanders Company	$743,120.00

Key Considerations:

The scope of the project includes new 8” water main in Hillside Street and Elm Avenue, new 8” sanitary sewer main in Hillside Street, Elm Avenue and Dale Street, new water and sewer services, new sidewalk ramps, curb and gutter, and sidewalk, and new asphalt pavement replacement.

Construction impacts include traffic detours and temporary displacement of parking and coordination with property owners for the installation of new water and sewer services.

Community Benefits and Considerations:

The Hillside Water and Sewer Replacement project will replace deteriorated street and utility infrastructure in accordance with the Utilities Department annual water and sewer replacement program. Pedestrian and ADA accessibility will be improved by the replacement of non-compliant street features.

Community Involvement:

INVOLVE - The consultant met with property owners to discuss the project and the plans were revised to meet their concerns.

INFORM - Construction progress updates will be provided to residents and property owners during the project.

Expanded Options and Alternatives:

1. Approve the award as recommended

2. Reject bids and readvertise the project which would delay the award and construction of the project.

Attachments: Contract
Vicinity Map

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
And
Capital Improvements, LLC

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Capital Improvements, LLC ("Contractor"), an Arizona limited liability company with offices at 1071 Commerce Drive, Suite A, Prescott, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **the Hillside Water and Sewer Replacement Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit A
2.1.2 Special Provisions	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$322,542.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **120 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested 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.

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M.	Alan Miner
Senior Procurement Specialist	Principal
211 West Aspen Avenue	1071 Commerce Drive, Suite A

Flagstaff, AZ 86001 Prescott, AZ 86305

13. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

14. Contractor's Liability and Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

15. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

16. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

17. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

18. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

19. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

20. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

21. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Contractor certifies that the Contractor and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

23. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

24. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as

the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

26. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

27. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

28. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

_____
Kevin Burke, City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Capital Improvements, LLC

_____
Signature

_____
Printed Name

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Hillside Water & Sewer Replacement Project
PROJECT NUMBER: 581100 BID NUMBER: 2013-27

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (Hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____ _____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Hillside Water & Sewer Replacement Project
PROJECT NUMBER: 581100 BID NUMBER: 2013-27

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

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WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 200__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

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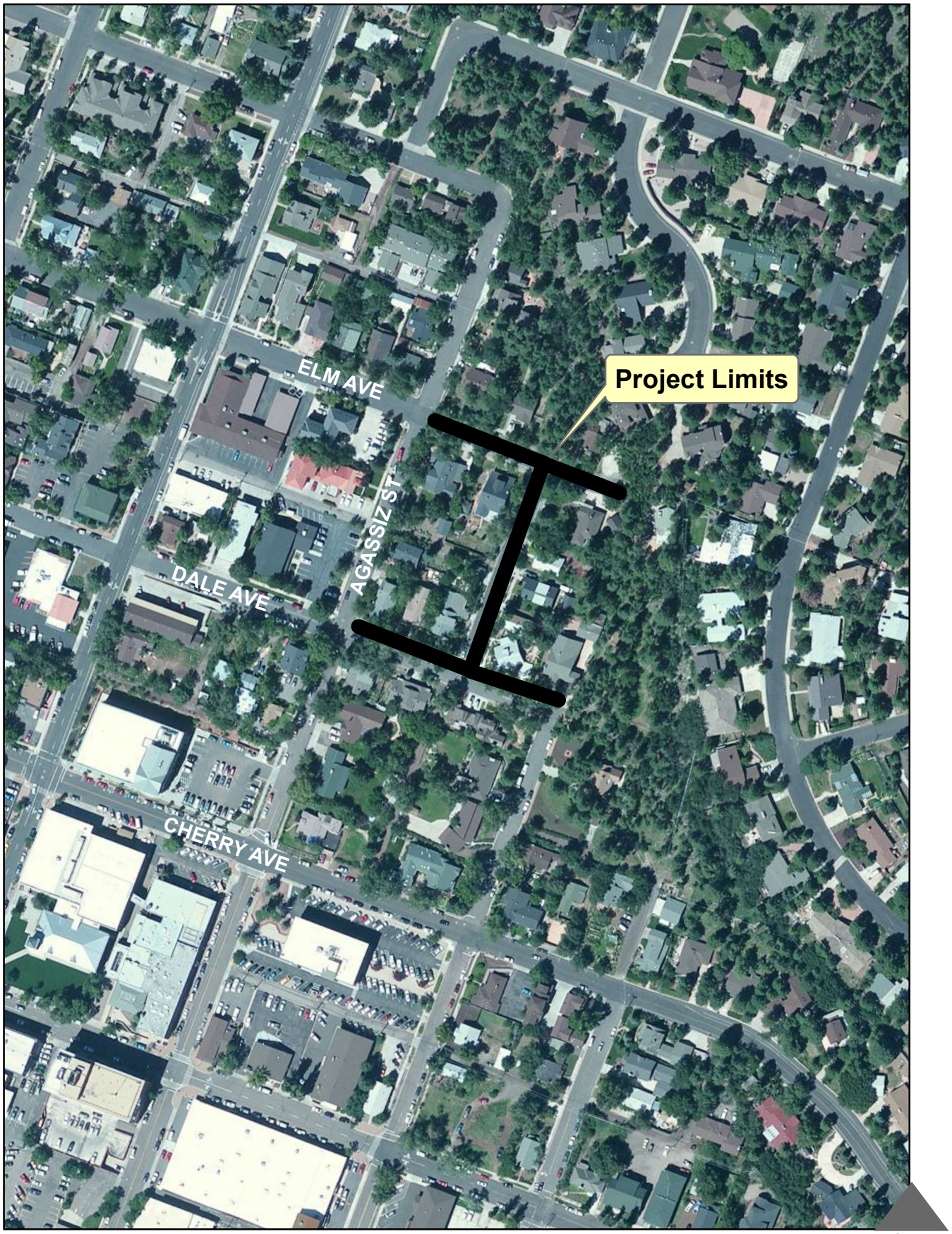
Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Hillside Water and Sewer Replacements

-- Hillside Street, and eastern end of Dale Avenue and Elm Avenue --



1.) - COF Proj. No. 581100
2.) - COF File No. 03-13001

200 100 0 200 Feet

February 26, 2013

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Christine Cameron, Project Manager II

Date: 04/11/2013

Meeting Date: 04/16/2013

TITLE:

Consideration and Approval of Construction Contract: West Street and Arrowhead Avenue Project Phase II

RECOMMENDED ACTION:

1) Award the Construction Contract to Capital Improvements, LLC in the amount of $3,402,974.20 which includes a $210,000.00 contract allowance. The contract period is 200 calendar days; and
2) Authorize Change Order Authority to the City Manger in the amount of $319,297.00 (10% of contract amount excluding allowance) for unanticipated or additional items of work; and
3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Provide Construction Services for the West Street and Arrowhead Avenue Reconstruction Project, Phase II.

Financial Impact:

The West Street and Arrowhead Avenue Reconstruction Project is funded in the amount of $4,469,313 for FY13 (acct. 040-9253-607) and programmed for funding of $4,958,400 for FY 14.

Connection to Council Goal:

Repair, Replace, Maintain infrastructure (streets & utilities)

Has There Been Previous Council Decision on This:

Council awarded the engineering consultant services contract at the June 20, 2011 Council Meeting and the Phase I construction contract at the April 17, 2012 Council Meeting.

Capital staff presented the mini-roundabout concept for the intersection of Arrowhead Avenue and West Street on October 9, 2012 for discussion and Council direction on the design. A majority of Councilmembers approved the design concept.

Options and Alternatives:

Approve the Award as recommended; or

Reject all bids and provide additional direction to staff for proceeding with the project. This option may delay the construction completion of Phase II until the 2014 construction season.

Background/History:

A Corridor Study for the West Street and Arrowhead Avenue Reconstruction Project was developed and completed in 2005. The Study developed a preliminary concept design that was produced from evaluation of alternative traffic routes through the neighborhood, preference of edge improvements including sidewalk, parkways, and bicycle lanes, and utilities and storm drainage needs in the area. The Study was developed through extensive involvement with the public, City staff, and project stakeholders and was presented to City Council on August 22, 2005.

At the June 20, 2011 Council Meeting, the design phase services was awarded for the full project. The project is separated into two phases to facilitate funding and in order to construct around the winter seasons. Phase I, which was completed in October 2012, includes West Street from Cedar Avenue to 6th Avenue. Phase II Includes the remainder of West Street and Arrowhead Avenue from 6th Avenue to Route 66.

Phase II improvements include removal and replacement of roadway asphalt, new concrete curb/gutter/sidewalks, driveway entrances, street lighting, water/sewer main repairs & new installation, new traffic signal at Arrowhead/Rt. 66, and a new storm drain system.

During design of Phase II, the design team investigated several options for the intersection of Arrowhead Avenue and West Street, including a large radius curve and a “T” type intersection. These options presented concerns of large private property acquisitions, lack of pedestrian and vehicular safety, and cost. Due to these negative factors, City Transportation Engineering and the design team developed a concept for a mini-roundabout intersection that greatly reduces private property impacts, provides a through traffic route for the primary traffic flow, provides improved pedestrian access, and reduces cost. Capital staff presented the mini-roundabout concept to Council on October 9, 2012 for discussion and Council direction on the design. A majority of Councilmembers approved the design of the mini-roundabout.

Key Considerations:

The advertisement for construction bids was published on February 24, 2013 and March 3, 2013 in the Arizona Daily Sun. Eight bids were received by the opening date of March 21, 2013. A tabulation of bids is attached. Staff recommends award to the lowest responsive and responsible bidder, Capital Improvements, LLC.

West and Arrowhead Phase II Bid Summary

Engineer's Estimate	$4,300,000
Capital Improvements, LLC	$3,402,974
Kinney Construction Services	$3,743,147
LP's Excavating	$3,878,715
Alliance Streetworks	$4,068,272
Fann Contracting	$4,348,822
Woodruff Construction	$4,350,000
Eagle Mountain Construction	$4,369,725
Standard Construction Company	$4,583,348

Expanded Financial Considerations:

Project expenditures will be funded by the current budget appropriation of $4,469,313 from Transportation Tax funding (acct 040-9253-607) and recommended programmed funding of $4,958,400 for FY 14.

Community Benefits and Considerations:

There are many community benefits of this project, including:

- The project will provide for an improved roadway surface with standard width travel lanes and sections of turning lanes.
- Sidewalk and ADA compliant ramps will provide a safe place for pedestrian travel that is currently missing.
- New curb and storm drain will help remediate surface drainage issues.
- City utility upgrades.
- Improved street lighting helps to increase neighborhood safety and aesthetics.
- The mini-roundabout intersection will provide a through traffic movement for the primary traffic route that accommodates standard vehicle and large truck traffic, as well as providing improved pedestrian access.
- This project will provide continued improvements to the Sunnyside Neighborhood and for the traveling public.

Community Involvement:

In 2004 and 2005 there was an extensive public outreach effort coordinated for the West and Arrowhead Corridor Study that included public meetings and door to door meetings to address individuals property concerns. Public open houses were held during the design phase on November 15, 2011 and September 13, 2013. One- on- one discussions (in person and by telephone) have been conducted with property owners, and Capital staff has attended Sunnyside Neighborhood Association meetings. City staff and the contractor will continue to work closely with the community through the completion of Phase II.

Expanded Options and Alternatives:

1) Approve the award as recommended.
2) Reject all bids and approval of the award and provide additional direction to staff for proceeding with the project. This option may delay the construction completion of Phase II until the 2014 construction season.

Attachments: West Arrowhead Phase II Exhibit
Contract

WEST STREET AND ARROWHEAD AVENUE RECONSTRUCTION PROJECT

VICINITY MAP - PHASE II

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
And
Capital Improvements, LLC

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Capital Improvements, LLC ("Contractor") an Arizona limited liability company with offices at 1071 Commerce Drive, Suite A, Prescott, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of the **West Street and Arrowhead Avenue Phase Improvements Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and

Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG") Exhibit A

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$3,402,974.20** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **200 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with

the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested 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.

If to Owner:

Patrick Brown, C.P.M.
Senior Procurement Specialist
211 West Aspen Avenue
Flagstaff, AZ 86001

If to Contractor:

Alan Miner
Principal
1071 Commerce Drive, Suite A
Prescott, Arizona 86305

13. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

14. Contractor's Liability and Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

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for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

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19. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

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21. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Contractor certifies that the Contractor and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

23. Contractor's Warranty. Pursuant to MAG specifications 108.8, The Contractor shall guarantee the work against defective workmanship or materials for a period of one year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

24. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

26. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

27. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

28. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

_____
Kevin Burke, City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Capital Improvements, LLC

_____
Signature

_____
Printed Name

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: West and Arrowhead Improvements Phase II Project
PROJECT NUMBER: 03-10020 BID NUMBER: 2013-29

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (Hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____ _____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: West and Arrowhead Improvements Phase II Project
PROJECT NUMBER: 03-10020 BID NUMBER: 2013-29

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

(hereinafter called the Principal), as Principal, and, _____

_____, a corporation organized and existing under the laws of the State of _____

_____, with its principal office in the City of _____

("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____Dollars ($_____

_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 20__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	David McKee, Watershed Specialist
Date:	04/10/2013
Meeting Date:	04/16/2013

TITLE:

<u>*Consideration and Approval of Amendment to Contract:</u> Design services and related construction costs for Picture Canyon-Rio de Flag Meander Restoration Project. (MOVED FROM 10-C)

RECOMMENDED ACTION:

1) Approve Contract Amendment with Natural Channel Design for the amount of $216,980.00.
2) Authorize City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Subsidiary Decision Points: The City of Flagstaff was awarded additional grant funding in the amount of $252,053.00 to fund additional work for the Picture Canyon-Rio de Flag Meander Restoration project. This contract amendment is for a continuation of existing services to Natural Channels Design. Natural Channel Design specializes in the delivery of stream restoration projects and has successfully delivered the current portion of the scope of services.

Financial Impact:

Project funding is provided through a grant from the Arizona Water Protection Fund Commission. This project is budgeted to be delivered by June 15, 2015.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Yes - Council approved to enter into agreement with the Arizona Water Protection Fund. November 2008
Yes - Council approved to enter into contract agreement with Natural Channel Design. November 2008

Options and Alternatives:

1. Approve Contract Amendment- project commences
2. Do not approve Contract Amendment - project is not delivered

Background/History:

The Picture Canyon – Rio de Flag Meander Restoration Project additional work is a stream and wetland enhancement project located within the City of Flagstaff (COF) property upstream of Picture Canyon on the Rio de Flag. The purpose of the project has been to restore and enhance approximately 28 acres of riparian habitats along the Rio de Flag. Restoring channel meander and floodplain function, control noxious weeds, restore native riparian and wetland plant communities, increasing plant species diversity, create additional wetland habitats, improve water quality, increase wildlife habitats, and provide recreation and aesthetic benefits. This project is funded by the Arizona Water Protection Fund Grant No. 07-141WPF.

The Arizona Water Protection Fund and COF want to apply the same successful restoration techniques to this additional work area as has been completed in current work along the Rio de Flag in the vicinity of Picture Canyon.

The purpose of this amendment is to outline additional services and costs provided by Natural Channel Design, Inc. to meet COF goals on the additional project area while continuing to provide services provided in the existing scope and budget for this contract. The costs and services proposed in this scope are in addition to the ongoing services provided to COF.

Community Involvement:

Inform - The project includes educational interpretive information and experiences.
Involve - This project has involved numerous stakeholders including private citizens, local business, local organizations, youth groups, NAU, MNA as well as the city and county.
Collaborate - Current work on this project and the prior efforts have all utilized collaborative efforts among the community and stakeholders.

Attachments: NCD Agreement Picutre Canyon First Amendment
Exhibit D - NCD Scope of Work
Exhibit E - AZWPF Picture Canyon Grant Amendment 2

FIRST AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE CITY OF FLAGSTAFF AND NATURAL CHANNEL DESIGN, INC.

This First Amendment to the Agreement for Services between the City of Flagstaff and Natural Channel Design, Inc. for the Picture Canyon-Rio de Flag meander restoration project is made and entered into this ____ day of _____, 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Natural Channel Design, Inc., with offices at 206 S. Elden St, Flagstaff, Arizona 86001.

The parties to the Agreement for Services, the City of Flagstaff and Natural Channel Design, Inc. hereby agree to the following amendments. All other provisions of the Agreement shall remain unchanged. New text is underlined and deleted text is stricken through:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

1.1 All requirements as set forth in the Grant Application, Grant Requirements and Design Specifications contained in Exhibits A, B, and C respectively, as well as the requirements set forth in Exhibit D, Consultants Scope of Work, and Exhibit E, Arizona Water Protection Fund Grant Award Contract Amendment, Amendment No. 02.

City of Flagstaff

_____

Kevin Burke, City Manager

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

Natural Channel Design, Inc.

_____

Date of execution: _____

Natural Channel Design, Inc.

206 S. Elden St.
Flagstaff, AZ 86001
928-774-2336

Scope of Work

Picture Canyon – Rio De Flag Meander Restoration

Submitted to:

City of Flagstaff
211 West Aspen Street
Flagstaff, Arizona 86001

Point of Contacts:
Malcolm Alter, Floodplain Administrator
David McKee, Project Manager, Watershed Specialist

Submitted by:

Natural Channel Design, Inc.
206 S. Elden St.
Flagstaff, AZ 86001
928-774-2336

Point of contact: Allen Haden (Project Manager)
Allen@NaturalChannelDesign.com

February 2013

SCOPE PURPOSE AND BACKGROUND

The Picture Canyon – Rio de Flag Meander Restoration Project is a stream and wetland enhancement project located on City of Flagstaff (COF) property downstream of the Wildcat Hills Wastewater Treatment Plant. The purpose of the project has been to restore and enhance approximately 12 acres of riparian habitats along the Rio de Flag. Restoring channel meander and floodplain function, control nocxious weeds, restore native riparian and wetland plant communities, increasing plant species diversity, create additional wetland habitats, improve water quality, increase wildlife habitats, and provide recreation and aesthetic benefits. This project has been funded in part by the Arizona Water Protection Fund Grant No. 07-141WPF. Since prior to grant funding Natural Channel Design, Inc. (NCD) has assisted the COF with multiple tasks outlined in the grant. These include, project planning, design of earthwork and revegetation, construction management, management of weed treatment implementation, project monitoring, public outreach and education.

Recently the Arizona Water Protection Fund and the COF have expanded the cost, scope and grant period to allow similar work on an additional 28 acres along the Rio de Flag, adjoining the original Picture Canyon project area and upstream of the wastewater treatment plant. The Arizona Water Protection Fund and COF want to apply the same successful restoration techniques to this additional work area.

The purpose of this change order scope is to outline additional services and costs provided by Natural Channel Design, Inc. to meet COF goals on the additional project area while continuing to provide services provided in the existing scope and budget for this contract. The costs and services proposed in this scope are in addition to the ongoing services provided to COF.

SCOPE OF SERVICES

STATEMENT OF WORK

This proposal is to provide professional engineering services to the City of WPF No. 07Flagstaff on the amended Picture Canyon – Rio de Flag Meander Restoration Project, Grant Work is broken down into the following subtasks:

Task 1 Permits Clearances and Authorizations

1. Sub-contractor agreements
2. SHPO clearance documentation, if necessary
3. Land Ownership Documentation
4. Adjacent Landowner Access Agreements
5. Clean Water Act 404 Permit, if necessary
6. Section 7 consultation, if necessary
7. Coconino County Grading Permit
8. Pollution Prevention Plan
9. COF Grading Permit
10. Applicable COF zoning/floodplain ordinances
11. Applicable Coconino County zoning/floodplain ordinances

Deliverables: Permit applications as required.

Cost: $7,975.00

Task 2 Develop Phase II Final Design Plan

Description: Provide grading and debris removal plan and volumes

Cost: $13,100.00

Task 3 Amend Project work plans

Amend current work plans to include new phases of work.

1. Noxious Weed Management Plan
2. Project Management & Fencing Plan
3. Monitoring Plan
4. Public Outreach Plan

Deliverables: Amended Reports as required.

Cost: $2,175.00

Task 4 Implementation of Noxious Weed Management Plan

Planning and implementation of noxious weed management on the project area. Including working with subcontractors and COF to effectively manage invasive weeds.

Deliverables: Noxious weed treatments and reports as required for billing and AWPF reimbursement.

Cost: $28,480.00

Task 5 Implementation of Construction

Implement earthwork and construction items developed in design plan.

Deliverables: Final Construction Report

Cost: $113,300.00

Task 6 Implementation Revegetation

Implementation of revegetation items developed in design plan.

Deliverables: Final revegetation report

Cost: $38,950.00

Task 7 Implementation of the monitoring plan

Implementation of annual project monitoring for 2013 and 2014.

Deliverables: Annual monitoring reports for 2013 and 2014.

Cost: $12,000.00

Task 8 Implementation of Public Outreach Plan

Implementation of items outlined in revised public outreach plan in cooperation with COF and others.

Deliverables: Progress reports as required for billing

Cost: $1000.00

Task 9 Final Report

Development of final report for entire Arizona Water Protection Fund project (Phase I &II).

Deliverables: Final Project Report for AWPF

Cost: $0.00 Cost is covered under original agreement

Total Additional Cost: $216,980.00

BUDGET PROPOSAL

Fees:

TASK 1	$7,975.00
TASK 2	$13,100.00
TASK 3	$2,175.00
TASK 4	$28,480.00
TASK 5	$113,300.00
TASK 6	$38,950.00
Task 7	$12,000.00
Task 8	$1,000.00
Task 9	$0.00
TOTAL	**$216,980.00**

NCD Standard Fee Schedule:

Senior Licensed Civil Engineer	$85.00/hour
Riparian Specialist	$80.00/hour
Engineer-In-Training	$65.00/hour
Per Diem:	$34.00/person/day
Mileage:	$0.45/mile

Lodging expenses will be billed as reimbursable

Direct expenses will be billed with a 10% administration fee.

Services Not Included

Additional work that may be indicated by the discovery of unanticipated conditions in the field or revisions instigated by others will be performed, only upon your authorization, in accordance with our current standard fee schedule as shown below. In the event that outside services required by NCD are substantially outside the costs developed for this budget, NCD will coordinate with COF for additional funding or project scope and design changes.

NCD is not responsible for any task not specifically noted in this scope of work. NCD is not responsible for any agency and/or permitting fee. It is assumed that sufficiently detailed topographic survey of the site exists to develop design plans without significant additional survey time.

EXHIBIT E

ARIZONA WATER PROTECTION FUND
GRANT AWARD CONTRACT AMENDMENT
GRANT NO. 07- 141WPF: AMENDMENT NO. 02

COVER PAGE

Project Title: Picture Canyon Rio de Flag Meander Restoration Project	**Project** Purpose: Restore and enhance approximately ~~12~~ *40* acres of riparian habitats along the Rio de Flag in *and upstream of* the Picture Canyon area of Northern Arizona. Restoring channel meander and floodplain function, control noxious weeds, restore native riparian and wetland plant communities, increasing plant species diversity, create additional wetland habitats, improve water quality, increase wildlife habitats, and provide recreation and aesthetic benefits.	
Grantee: City of Flagstaff 211 West Aspen Street Flagstaff, Arizona 86001 County where the project is located: Coconino EIN No.: 86-6000-244	**Type of Project**: _X_ Capital Project or Other ___ Research ___ Water Conservation	**AMA**: ___ Phoenix ___ Tucson ___ Prescott ___ Pinal ___ Santa Cruz _X_ Outside AMA
This Agreement shall become effective: Upon the date it is executed by both parties	**Arizona Water Protection Fund Grant Amount**: ~~$330,225.00~~ *$582,279.00*	**Matching Funds**: Grantee: $37,318.20 Total: $37,318.20

Termination Date: ~~October 30, 2014~~ *June 30, 2015*

TERMS OF AGREEMENT

This Amendment is entered into by **CITY OF FLAGSTAFF (GRANTEE)**, and the **ARIZONA WATER PROTECTION FUND COMMISSION (COMMISSION)**, through its Chair pursuant to authority granted to the Commission by A.R.S. §§ 45-2101 et seq. The undersigned agree to fulfill the terms and conditions of this Amendment, and to abide by all contractual and statutory regulations governing the expenditure of Commission funds.

This document amends the Scope of Work Section of Grant Award Contract No. 07-141WPF and includes all prior Amendments. Deletions are indicated by strikethrough (e.g. ~~text~~). Additions are indicated by italics (e.g. *text*). All other terms and provisions of said Contract, as amended, shall remain in full force and effect.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE	COMMISSION
1/23/13	2/12/13
Signature of Authorized Individual **Date** Kevin Burke	**Signature of Authorized Individual** **Date** Marie Light
Typed Name City Manager	**Typed Name** Chair
Typed Title	**Typed Title**

SCOPE OF WORK

A. EFFECTIVE DATE:

This Contract shall become effective upon the date it is executed by both parties.

B. TERM:

This Contract shall terminate on ~~October 30, 2014~~ *June 30, 2015*

Notices, Correspondence, Reports and Payments:

1. Notices, correspondence, and payments from the Commission or Staff to the Grantee shall be sent to:

   Administrator:
   Malcolm Alter
   City of Flagstaff
   211 W. Aspen Ave.
   Flagstaff, AZ 86001
   Phone: 928-779-7685, ext. 7388
   Fax: 928-556-1223
   e-mail: malter@flagstaffaz.gov

2. Notices, correspondence, and information regarding technical aspects of the project from the Commission or Staff to the Grantee shall be sent to:

   Project Coordinator:
   Malcolm Alter
   City of Flagstaff
   211 W. Aspen Ave.
   Flagstaff, AZ 86001
   Phone: 928-779-7685, ext. 7388
   Fax: 928-556-1223
   e-mail: malter@flagstaffaz.gov

   The Grantee shall notify the AWPF Project Manager of any change in Administrator and/or Project Coordinator in writing within 10 business days.

3. Notices, correspondence, data, analyses, inquiries, invoices, technical reports and other information, including all Deliverables from the Grantee to the Commission or Staff shall be sent to:

   Project Manager:
   ~~Stephen Tighe~~ *Rodney Held*
   Arizona Department of Water Resources
   3550 North Central Avenue
   Phoenix, Arizona 85012
   Phone: ~~(602) 771-8531~~ *(602) 771-8525*
   Fax: ~~(602) 771-8681~~ *(602) 771-8686*
   e-mail: ~~sjtighe@azwater.gov~~ *rjheld@azwater.gov*

C. DELIVERABLES QUANTITY AND FORM:

1. The Grantee shall submit to the Project Manager one copy of the Deliverables required in each Task.

2. The Grantee shall initially submit to the Project Manager one hard copy of the Final Report. Following the Project Manager's approval of the Final Report, the Grantee shall submit one additional hard copy of the Final Report and one computer disk (CD) containing the Final report in pdf format to the Project Manager.

3. The Grantee shall identify the Grant Contract Number and Task Number in all Deliverables submitted to the Project Manager.

4. The Grantee shall include the following language in all Deliverables prepared for this Contract, and in any publication of reports, or results generated with the financial support of the Arizona Water Protection Fund Commission:

   a) "The Arizona Water Protection Fund Commission has funded all or a portion of this report or Project."

   b) "The views or findings presented are the Grantee's and do not necessarily represent those of the Commission, the State, or the Arizona Department of Water Resources."

D. PAYMENTS:

1. Payments will be made in accordance with the Schedule of Payments and Deliverables in Section H.

2. Fixed cost, reimbursement and advance. This is a fixed cost, reimbursement and advance Contract. The Grantee may submit a complete and accurate payment request for up to a twenty (20) percent advance payment of the total Grant Amount, not to exceed $50,000. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses.

   The remaining payments under the Contract shall be by fixed cost and reimbursement. A fixed cost, meaning an exact value for each Deliverable is specified in the Scope of Work and in Section H: Schedule of Payments and Deliverables.

   A reimbursable value for certain Deliverables also is specified in the Scope of Work and in Section H: Schedule of Payments and Deliverables. For reimbursable Task costs, the Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete Tasks as specified in the Scope of Work. Reimbursement of actual expenses shall not exceed the total Grant Amount.

   Each Payment is conditioned upon receipt and approval by the Project Manager of the Deliverable(s) specified in the Scope of Work and an applicable, accurate, and complete payment request prepared by the Grantee.

E. INTRODUCTION:

Phase I: Phase I of this ~~This~~ project consists of restoring and enhancing 12 acres of effluent supported off-channel wetlands and riparian habitat, and restoring the stream channel to its natural meanders. Abandoned dredged channel sections are to be filled and planted with native vegetation. Practices will be implemented to restore the natural function of the stream channel and support a larger and more diverse native riparian plant community.

Phase II: Phase II of this project consists of restoring and enhancing a 3500-foot reach of the Rio de Flag immediately upstream of work completed in Phase I. Hydraulics of this reach are impacted by an abandoned road crossing, development of a water pipe stand in the floodplain, wildcat dumping of trash and debris, and several berms and utility crossings across the channel. In addition, noxious weeds have invaded the site due to soil disturbance, which has resulted in significant degradation of native riparian/wildlife habitat.

F. DESCRIPTION OF TASKS:

Task #1: Permits, clearances, authorizations and agreements

The Grantee shall obtain and submit to the Project Manager all necessary permits, authorizations, clearances and agreements, and perform any consultations required to complete the tasks listed in the Scope of Work. The requirements shall be met before any ground disturbing work is performed and shall include but not be limited to copies of the following:

- Sub-contractor agreements
- SHPO clearance, September 2006 revised cultural resources report, and revised archaeological survey, if necessary
- Land ownership documentation
- Adjacent Landowner Access Agreements
- Approved NAU Centennial Forest application to conduct monitoring, noxious weed management and reseeding activities including letter of authorization from ASLD
- Clean Water Act 404 Permit from Army Corps of Engineers (ACE), if necessary
- Endangered Species Act Section 7 consultation with US Fish and Wildlife Service (USFWS), if necessary
- Water rights documentation, if necessary
- Finalized ASLD Right of Way for flow/riparian habitat easement
- City of Flagstaff (COF)/Arizona Game and Fish Department (AGFD) Bow and Arrow Park Cooperative Agreement
- Arizona Department of Environmental Quality (ADEQ) Aquifer Protection Permit
- ADEQ AZNPDES permit for effluent from Wildcat Hill Wastewater Treatment Plant
- Coconino County Grading Permit
- Pollution Prevention Plan
- COF/ASLD IGA
- COF Grading Permit
- ASLD grazing lease/permit
- Applicable COF zoning/floodplain ordinances
- Applicable County zoning/floodplain ordinances

All necessary permits, including access agreements or other documentation allowing all sub-contractors or other project personnel access to all portions of the project site shall be obtained

and submitted prior to any ground disturbing work. Documentation from the State Historic Preservation Office stating that the project would not adversely affect historic properties contingent upon archaeological monitoring during project related activities is on file in the Commission office. A permitted archaeologist shall be on site during all ground disturbing activities. Sufficient perennial effluent flows necessary to support associated grant assisted revegetation sites shall be maintained.

Task purpose: To comply with all local, state, and federal permit requirements, environmental laws, to ensure water availability, and to obtain legal access to the project area.

Deliverable description: *Phase 1:* Copies of:

1) Subcontractor agreements
2) SHPO clearance, September 2006 revised cultural resources report, and revised cultural archaeological survey, if necessary
3) Land ownership documentation
4) Adjacent Landowner Access Agreements
5) Approved NAU Centennial Forest application to conduct monitoring, noxious weed management and reseeding activities including letter of authorization from ASLD
6) Clean Water Act 404 Permit from Army Corps of Engineers, if necessary
7) Evidence of Section 7 consultation with USFWS, if necessary
8) Water rights documentation, if necessary
9) Finalized ASLD Right of Way for flow/riparian habitat easement
10) COF/AGFD Bow and Arrow Park Cooperative Agreement
11) ADEQ Aquifer Protection Permit
12) ADEQ AZNPDES permit for effluent for Wildcat Hill Wastewater Treatment Plant
13) Coconino County Grading Permit
14) Pollution Prevention Plan
15) COF/ASLD IGA
16) COF Grading Permit
17) ASLD grazing lease/permit
18) Applicable COF zoning/floodplain ordinances
19) Applicable Coconino County zoning/floodplain ordinances

Phase II:

1) Subcontractor agreements
2) SHPO clearance
3) Clean Water Act Section 404 Permit
4) Coconino County Grading Permit
5) COF Grading Permit
6) Floodplain Use Permit
7) ADEQ NOI General Construction Permit

Deliverable due date: *Phase I:*

1) Prior to initiation of sub-contractor work.
2 through 4) Prior to any ground disturbing activities.
5) Prior to initiation of Task 3.1.

6 through 19) Prior to initiation of tasks 2, 3.2, 3.3, and 3.4.

Phase II: Prior to any ground disturbing activities

Reimbursable cost: ~~$8,295.00~~ *$17,561.00*

Task #2: Develop Final Design Plan
Phase I: The Grantee has previously conducted a site assessment and developed a Draft Design Plan. The current Draft Design Plan includes a narrative summarizing assessment activities, a summary of inventory and evaluation conclusions, a design report, drawings, design parameters, construction specifications, and a preliminary re-vegetation plan. The Grantee shall develop and submit a Final Design Plan that will incorporate revisions and detail based on additional site assessment activities. The Final Design Plan will include all the project components, vegetation, and access components. Channel geomorphology and function, floodplain function, stream bank stability, riparian vegetation, and sediment transport will be discussed. The Final Design Plan shall include, at a minimum:

- Final design drawings and specifications with engineer's seal
- Revised design report including:
  - Narrative summarizing assessment activities
  - Summary of inventory and evaluation conclusions
  - Map(s) to scale, showing the areas to be restored and the appropriate features
  - Revised Revegetation Plan
  - Discussion of existing vegetation, climate, soil, and hydrologic conditions, planting zones and species for revegetation
  - Map(s) to scale, showing the areas to be revegetated
  - List of permits, clearances, agreements and authorizations necessary to implement the plan
  - Engineer's cost estimate
  - Construction sequence and procedures
  - Material and equipment list
  - Personnel responsible for the completion of the work

The Design Plan will be reviewed and signed/stamped by a Professional Engineer licensed in the State of Arizona. Any changes to the Detailed Line Item Budget (Section I) as a result of the cost estimate completed in accordance with this task shall be reported to the Project Manager.

Phase II: The Grantee has already conducted a site assessment and developed a conceptual plan. The conceptual plan outlines existing conditions of the physical and biological components of the Rio de Flag and its riparian system within the Phase II reach. The Grantee shall develop and submit a Final Design Plan that will incorporate revisions and detail based on additional site assessment activities. Remaining work includes the development of a grading plan based on existing and proposed topography and associated drainage analysis required to submit the grading design for CWA 404 and local permitting.

A separate plan also will be produced for the upstream reach on State Trust Land. The plan will be implemented separately from this grant once easements and special use permits have been negotiated with the Arizona State Land Department.

Final Design Plans developed under Phase II shall include at a minimum:

- *Grading plan construction sheets and specifications*
- *Revegetation and irrigation plan*
- *Required drainage analysis, if applicable*
- *Materials and quantities*
- *Engineers opinion of probable costs*

The Design Plan will be reviewed and signed/stamped by a Professional Engineer licensed in the State of Arizona. Any changes to the Detailed Line Item Budget (Section I) as a result of the cost estimate completed in accordance with this task shall be reported to the Project Manager.

Task purpose: To incorporate project design components into ~~one~~ finalized ~~plan~~ *plans*, ensure sound and effective restoration strategies, set construction and material costs, and to correct any deficiencies in the original design.

Deliverable description: *1) Phase I:* Final Design Plan
2) Phase II: Final Design Plan

Deliverable due date: 1) March 15, 2009
2) July 1, 2013

Reimbursable cost: ~~$7,665.00~~ *$21,420.00*

Task #3: Develop Noxious Weed Management, Project Management and Fencing, Monitoring, and Public Outreach Plans

Phase I: The Grantee shall prepare and submit the following plans that describe activities to be performed: the Noxious Weed Management Plan, Project Management and Fencing Plan, the Monitoring Plan, and the Public Outreach Plan. Each plan shall include the objectives, methodologies, construction sequence and equipment necessary to implement the plan.

The ***Noxious Weed Management Plan*** shall include objectives, methodologies, treatment sequence, equipment, and describe all eradication activities necessary for noxious weed removal. The Noxious Weed Management Plan shall include at a minimum:

- A list of all permits, clearances, agreements and authorizations necessary to implement the plan
- Map(s) to scale, indicating specific sites in which noxious weed management will occur
- Material and equipment list
- Detailed list of noxious weed management sites
- Discussion of noxious weed management schedule, sequence, and procedures
- Discussion of existing vegetation, climate, soil, hydrologic conditions, and treatment areas including no-spray areas.
- Personnel responsible for the completion of the work

The ***Project Management and Fencing Plan*** shall describe management procedures necessary to protect those areas undergoing revegetation and construction activities. Specific project areas to be fenced to exclude livestock, recreation, and other activities that could impair establishment of project revegetation will be identified. The type, alignment, and timing of fencing riparian habitats within the project area from destructive impacts from

livestock, wildlife, recreationists, and other uses will be discussed. The plan shall include, at a minimum:

- Map(s), to scale, showing the location of proposed fencing
- Schematic of fencing, consistent with wildlife standards
- Materials and equipment list
- Construction sequence and procedures
- Personnel responsible for completion of task

The ***Monitoring Plan*** shall describe the channel stability and geomorphology, stream bank stability, riparian vegetation, habitat structures, and photo point monitoring activities of the Project. The Monitoring Plan shall include provisions for baseline monitoring and annual monitoring throughout the contract period. The Monitoring Plan shall describe the specific monitoring schedule and timing for all aspects of the program. The Monitoring Plan shall include, at a minimum:

- Map(s) to scale, of the project clearly showing the proposed monitoring sites
- Attributes to be measured, as well as frequency of monitoring
- Rationale for the number and location of monitoring points
- Procedures used to measure attributes and specific data analyses to be performed
- Materials and equipment list
- Discussion of quality assurance/quality control
- Sample data sheets and photo point record sheets
- Personnel responsible for completion of the task

The vegetation portion of the Monitoring Plan shall be designed to measure survival and recruitment at the vegetation sites due to the restoration of the channel and revegetation activities. The vegetation monitoring program shall include vegetation photo points.

The stream cross-section portion of the Monitoring Plan shall be designed to detect structural changes in the immediate vicinity of the channel. The Grantee shall include criteria for evaluating structural success or failure.

The photo point monitoring portion of the Monitoring Plan shall be designed to document changes in the vegetation and stream cross-section monitoring portions of the monitoring program.

The ***Public Outreach Plan*** shall describe interpretive signage, brochures, educational opportunities for school children and other community members, in addition to all public outreach activities to be performed for the duration of the Project. The Public Outreach Plan shall include, at a minimum:

- Proposed activity objectives and descriptions
- Each activity's target audience
- A description of each event and the informational material to be produced
- Activity schedule

Phase II: The Grantee shall amend the Noxious Weed Management, Monitoring and Public Outreach Plans approved under Phase I as deemed necessary to complete the same work in the Phase II restoration area. No additional fencing will be installed during Phase II.

The Grantee shall obtain written approval from the Project Manager prior to implementation of each individual plan. The Grantee may request a modification to the approved Plans. A modification request shall be submitted in writing to the Project Manager for approval. The request shall describe the modification and address the effect of the modification(s) on achieving the objectives in the specific Plan. The Grantee shall obtain written approval from the Project Manager prior to implementation of any modification to the approved Plan.

Task purpose: To develop detailed plans for the noxious weed removal, monitoring, livestock and fencing, and public outreach components of this project.

Deliverable description: *Phase I:* 1) Noxious Weed Management Plan
2) Project Management and Fencing Plan
3) Monitoring Plan
4) Public Outreach Plan

Phase II: 1) Revised Noxious Weed Management Plan
2) Revised Monitoring Plan
3) Revised Public Outreach Plan

Deliverable due date: *Phase I:* 1) February 15, 2009
2) March 31, 2009
3) March 31, 2009
4) October 31, 2009

Phase II: Prior to initiation of each individual plan.

Reimbursable cost: ~~$5,355.00~~ *$7,639.00*

Task #4: Implementation of Noxious Weed Management Plan
The Grantee shall implement the AWPF approved Noxious Weed Management ~~Plan~~ *Plans* submitted as part of Task #3. Grantee shall prepare and submit Noxious Weed Management Reports in addition to a summary in the Final Report each of which shall detail noxious weed management activities. The reports shall include a brief narrative of the work completed under this Task, representative photos and maps, and copies of receipts and invoices for materials, labor, and equipment.

Task purpose: To describe and document noxious weed management activities.

Deliverable description: 1) Noxious Weed Management Reports
2) Summary in Final Report

Deliverable due date: 1) June 30, 2009
June 30, 2010
November 30, 2010
June 30, 2011
November 30, 2011
June 30, 2012
November 30, 2012
June 30, 2013 *(optional)*
November 30, 2013

June 30, 2014 (optional)
November 30, 2014
2) ~~August 31, 2014~~ *June 15, 2015*

AWPF reimbursable cost: ~~$61,583.00~~ *$92,558.00*

Task #5: Implementation of Construction
Phase I: The Grantee shall implement the AWPF approved Final Design Plan submitted for *Phase I of* Task #2. Grantee shall prepare and submit to the Project Manager an Initial Construction Report and a Final Construction Report which shall describe the initial and final reconstruction of the stream channel, floodplain and associated features. If livestock are to be present on the project site, the Grantee shall implement the AWPF approved Project Management & Fencing Plan submitted for Task #3 and prepare and submit to the Project Manager a Project Management and Fencing Report.

Phase II: The Grantee shall implement the AWPF approved Final Design Plan submitted for Phase II of Task #2. Grantee shall prepare and submit to the Project Manager an Initial Construction Report, Interim Construction Reports and a Final Construction Report, which shall describe the initial, interim and final construction of the stream channel, floodplain and associated features.

All reports submitted for this task shall include a brief narrative of the work completed under this Task, representative photos and maps, and copies of receipts and invoices for materials, labor and equipment. All earthwork will take place under the supervision of the design engineer or a designated representative. Prior to implementation of any modifications, the Grantee shall obtain written approval from the Project Manager.

Task purpose: To describe and document construction and other site activities.

Deliverable description: *Phase I:* 1) Initial Construction Report
2) Final Construction Report
3) Project Management and Fencing Report

Phase II: 1) Initial Construction Report
2) Interim Construction Reports
3) Final Construction Report

Deliverable due date: *Phase I:* 1) November 30, 2010
2) November 30, 2011
3) Within 2 months after implementation of the Project Management & Fencing Plan

Phase II: 1) November 30, 2013
2) Within 30 days of completing any necessary interim construction activities.
3) To be submitted with the Final Report under Task 9.

AWPF reimbursable cost: ~~$115,763.00~~ *$244,703.00*

Task #6: Implementation of Revegetation

Phase I: The Grantee shall implement the Revegetation Plan that was included as a component of the AWPF approved Final Design Plan submitted *for Phase I of* Task #2. The majority of revegetation tasks will be implemented during initial revegetation with additional plantings expected to be needed annually. Periodically the Grantee will assess the success of the revegetation efforts and identify additional revegetation practices. Prior to implementation of any modification of the approved Final Design Plan, the Grantee shall obtain written approval from the Project Manager.

Phase II: *The Grantee shall implement the Revegetation Plan that was included as a component of the AWPF approved Final Design Plan submitted for Phase II of Task #2. The majority of revegetation tasks will be implemented during initial revegetation with additional plantings expected to be needed annually. Periodically the Grantee will assess the success of the revegetation efforts and identify additional revegetation practices. Prior to implementation of any modification of the approved Final Design Plan, the Grantee shall obtain written approval from the Project Manager.*

Grantee shall prepare and submit to the Project Manager Revegetation Reports which shall describe all revegetation activities including "as-built" drawings of the project area, a brief narrative of the work completed under this task, representative photos and maps, and copies of receipts and invoices for materials, labor and equipment. All revegetation will take place under the supervision of the design engineer or a designated representative. *A description of all revegetation activities shall be included in the Final Report.*

Task purpose: To describe and document revegetation activities.

Deliverable description: *1)* Revegetation Reports
2) Summary in Final Report

Deliverable due date: *Phase I:* 1) June 30, 2010
November 30, 2010
June 30, 2011
November 30, 2011
June 30, 2012
November 30, 2012
June 30, 2013 *(optional)*
November 30, 2013
2) June 15, 2015

Phase II: 1) November 30, 2013
June 30, 2014 (optional)
November 30, 2014
2) June 15, 2015

AWPF reimbursable cost: ~~$62,265.00~~ *$108,413.00*

Task #7: Implementation of Monitoring Plan

Phase I: Grantee shall implement the approved Monitoring Plan submitted for *Phase I* as part of Task #3 in order to evaluate the various components of this Project. Grantee shall prepare and submit to the Project Manager one baseline Monitoring Report and annual Monitoring Reports,

which shall include a brief narrative of work completed under this Task, description and analysis of all data collected, a map and GPS locations of all monitoring sites, photo point records and photographs, and copies of receipts and invoices for materials, labor and equipment. Final analysis and reporting of all monitoring activities shall be included in the Final Report.

Phase II: Grantee shall implement the approved Monitoring Plan submitted for Phase II as part of Task #3 in order to evaluate the various Phase II components of this Project. Grantee shall prepare and submit to the Project Manager one baseline Monitoring Report and one annual Monitoring Report, which shall include a brief narrative of work completed under this Task, description and analysis of all data collected, a map and GPS locations of all monitoring sites, photo point records and photographs, and copies of receipts and invoices for materials, labor and equipment. Final analysis and reporting of all monitoring activities shall be included in the Final Report.

Task purpose: To evaluate the success of the restoration and revegetation.

Deliverable description: 1) Baseline Monitoring Report
2) Annual Monitoring Reports
3) Summary narrative and analysis of monitoring activities in the Final Report

Deliverable due date: *Phase I:* 1) November 30, 2010
2) November 30, 2011
November 30, 2012,
November 30, 2013
November 30, 2014
3) ~~August 31, 2014~~ *June 15, 2015*

Phase II: 1) November 30, 2013
2) November 30, 2014
3) June 15, 2015

AWPF reimbursable cost: ~~$42,000.00~~ *$54,600.00*

Task #8: Implementation of Public Outreach Plan

Grantee shall implement the approved Public Outreach ~~Plan~~ *Plans* submitted for *Phases I and II* ~~as a component of~~ *under* Task #4. Grantee shall complete *Interim Public Outreach Reports as necessary and* a *Final* Public Outreach Report, which shall include a description of each activity performed, representative photographs, copies of the materials produced, and attendance lists. Reimbursements pertaining to this task will be made upon the submittal of approved copies of receipts and invoices for materials, labor and equipment.

Task purpose: To describe the public outreach efforts associated with the project.

Deliverable description: ~~Public Outreach Report~~
1) Interim Public Outreach Reports
2) Final Public Outreach Report

Deliverable due Date: *1) As necessary for billing purposes*
2) ~~July 31,2014~~ *June 15, 2015*

Reimbursable cost: ~~$21,000.00~~ *$29,085.00*

Task #9: Final Report
The Grantee shall prepare and submit a comprehensive Final Report in accordance with the Arizona Water Protection Fund Final Report Guidelines. The Final Report shall include a summary of all methodologies used, outcomes of all Tasks, analysis of all Project data, suggestions for any changes or future actions, and an evaluation of the success of meeting Project objectives. The Grantee shall provide all data generated under this Contract, unless otherwise specified in the Special Provisions.

Task purpose: To describe the goals and accomplishments of the project.

Deliverable description: Final Report

Deliverable due date: ~~August 31, 2014~~ *June 15, 2015*

Fixed cost: $6,300.00

H. Schedule of Payments and Deliverables:

Task	Deliverable	Due Date	Cost
Task #1: Permits, Clearances, and Authorizations	*Phase I:* 1) Sub-contractor agreements 2) SHPO clearance documentation, if necessary 3) Land Ownership Documentation 4) Adjacent Landowner Access Agreements 5) Approved NAU Centennial Forest application to conduct monitoring, noxious weed management and reseeding activities including letter of from ASLD 6) Clean Water Act 404 Permit, if necessary 7) Section 7 consultation, if necessary 8) Water rights, if necessary 9) Finalized ASLD flow/riparian habitat Easement Right of Way 10) COF/AGFD Bow and Arrow Park Cooperative Agreement 11) ADEQ Aquifer Protection Permit 12) ADEQ AZNPDES permit for effluent from Wildcat Hill Wastewater Treatment Plant 13) Coconino County Grading Permit 14) Pollution Prevention Plan 15) COF/ASLD IGA 16) COF Grading Permit 17) ASLD grazing lease/permit 18) Applicable COF zoning/floodplain ordinances 19) Applicable Coconino County zoning/floodplain ordinances *Phase II:* *1) Subcontractor agreements* *2) SHPO clearance* *3) Clean Water Act Section 404 Permit* *4) Coconino County Grading Permit*	*Phase I:* 1) Prior to initiation of sub-contractor work. 2 through 4) Prior to any ground disturbing activities. 5) Prior to initiation of Task 3.1. 6 through 19) Prior to initiation of tasks 2, 3.2, 3.3, and 3.4. *Phase II: Prior to any ground disturbing activities.*	**Reimbursable Cost:** ~~$8,295.00~~ *$17,561.00*

Task	Deliverable	Due Date	Cost
	5) COF Grading Permit *6) Floodplain Use Permit* *7) ADEQ NOI General Construction Permit*		
Task #2: Develop Final Design Plan	*1) Phase I* Final Design Plan *2) Phase II Final Design Plan*	*1)* March 15, 2009 *2) July 1, 2013*	**Reimbursable Cost:** ~~$7,665.00~~ *$21,420.00*
Task #3: Develop Noxious Weed Management, Project Management & Fencing, Monitoring, and Public Outreach Plans	*Phase I:* 1) Noxious Weed Management Plan 2) Project Management & Fencing Plan 3) Monitoring Plan 4) Public Outreach Plan *Phase II:* *1) Revised Noxious Weed Management Plan* *2) Revised Monitoring Plan* *3) Revised Public Outreach Plan*	*Phase I:* 1) February 15, 2009 2) March 31, 2009 3) March 31, 2009 4) October 31, 2009 *Phase II: Prior to initiation of each individual plan.*	**Reimbursable Cost:** ~~$5,355.00~~ *$7,639.00*
Task #4: Implementation of Noxious Weed Management Plan	1) Noxious Weed Management Reports 2) Summary in Final Report	1) June 30, 2009 June 30, 2010 November 30, 2010 June 30, 2011 November 30, 2011 June 30, 2012 November 30, 2012 June 30, 2013 *(optional)* *November 30, 2013* *June 30, 2014 (optional)* *November 30, 2014* 2) ~~August 31, 2014~~ *June 15, 2015*	**Reimbursable Cost:** ~~$61,583.00~~ *$92,558.00*
Task #5: Implementation of Construction	*Phase I:* 1) Initial Construction Report 2) Final Construction Report 3) Project Management and Fencing Report, if necessary *Phase II:* *1) Initial Construction Report* *2) Interim Construction Reports* *3) Final Construction Report*	*Phase I:* 1) November 30,2010 2) November 30, 2011 3) Within 2 months after implementation of the Project Management & Fencing Plan *Phase II:* 1) *November 30, 2013* 2) *Within 30 days of completing interim construction activities.* 3) *To be submitted with the Final Report under Task 9.*	**Reimbursable Cost:** ~~$115,763.00~~ *$244,703.00*

Task	Deliverable	Due Date	Cost
Task #6: Implementation of Revegetation	*1)* Revegetation Reports *2) Summary in Final Report*	*Phase I:* 1) June 30, 2010 November 30, 2010 June 30, 2011 November 30, 2011 June 30, 2012 November 30, 2012 June 30, 2013 *(optional)* November 30, 2013 *2) June 15, 2015* *Phase II:* *1) November 30, 2013* *June 30, 2014 (optional)* *November 30, 2014* *2) June 15, 2015*	**Reimbursable Cost:** ~~$62,265.00~~ *$108,413.00*
Task #7: Implementation of Monitoring Plan	1) Baseline Monitoring Report 2) Annual Monitoring Reports 3) Summary in Final Report	*Phase I:* 1) November 30, 2010 2) November 30, 2011 November 30,2012 November 30, 2013 November 30, 2014 3) ~~August 31, 2014~~ *June 15, 2015* *Phase II:* *1) November 30, 2013* *2) November 30, 2014* *3) June 15, 2015*	**Reimbursable Cost:** ~~$42,000.00~~ *$54,600.00*
Task #8: Implementation of Public Outreach Plan	~~Public Outreach Report~~ *1) Interim Public Outreach Reports* 2) *Final Public Outreach Report*	~~July 31, 2014~~ *1) As necessary for billing purposes.* 2) *June 15, 2015*	**Reimbursable Cost:** ~~$21,000.00~~ *$29,085.00*
Task #9: Final Report	Final Report	~~August 31, 2014~~ June 15, 2015	**Fixed Cost:** $6,300.00
Total Grant Amount:			~~**$330,225.00**~~ ***$582,279.00***

I. DETAILED LINE ITEM BUDGET (ESTIMATED COSTS):

PHASE I				TOTAL COST	5% ADMIN. COST	TOTAL TASK COST
1. Permits, Authorizations, Agreements						
Civil Engineer				$1,700		
Engineering Technician				$1,300		
Riparian Specialist				$1,000		
City Staff				$3,400		

Printing, Plan Reviews				$500		
			Total	$7,900	$395	$8,295

2. Finalize Design

Civil Engineer				$3,400		
Engineering Technician				$2,600		
Riparian Specialist				$1,000		
Printing				$300		
			Total	$7,300	$365	$7,665

3. Develop Project Work Plan (Monitoring-Outreach)

Civil Engineer				$1,700		
Engineering Technician				$1,300		
Riparian Specialist				$2,000		
Printing				$100		
			Total	$5,100	$255	$5,355

4. Noxious Weed Control

Civil Engineer				$3,400		
Weed Specialist				$6,500		
Exotic Management(chemical/mechanical)				$45,000		
Seeding				$3,750		
			Total	$58,650	$2,933	$61,583

5. Earthwork/Structures (Reaches 1 & 2)

Civil Engineer				$7,650		
Engineering Technician				$3,900		
Riparian Specialist				$1,500		
Archeologist				$7,200		
Earthwork/Rock/Structures				$70,000		
Fencing				$20,000		
			Total	$110,250	$5,513	$115,763

6. Revegetation (Reaches 1 & 2)

Civil Engineer				$7,650		
Engineering Technician				$1,950		
Riparian Specialist				$3,700		
Revegetation				$46,000		
			Total	$59,300	$2,965	$62,265

7. Conduct Monitoring (baseline, year 1, year 2, year 3, year 4)

Civil Engineer				$17,000		
Engineering Technician				$13,000		
Riparian Specialist				$10,000		
			Total	$40,000	$2,000	$42,000

8. Public Outreach

Civil Engineer				$1,700		
Engineering Technician				$1,300		
Riparian Specialist				$1,000		
City Staff				$8,500		
Printing (brochures, workshop), Signage				$7,500		
			Total	$20,000	$1,000	$21,000

9. Final Report

Civil Engineer				$3,400		
Engineering Technician				$1,300		
Riparian Specialist				$1,000		
Printing				$300		
			Total	$6,000	$300	$6,300
TOTAL ESTIMATED COSTS – *PHASE I*					$15,725	~~$330,225~~ *$330,226*

PHASE II				*TOTAL COST*	*5% ADMIN. COST*	*TOTAL TASK COST*
1. Permits, Authorizations, Agreements						
Civil Engineer				*$2,125*		
Engineering Technician				*$1,300*		
Riparian Specialist				*$1,500*		
City Staff				*$3,400*		
Printing, Plan Reviews				*$500*		
			Total	*$8,825*	*$441*	*$9,266*

2. Finalize Design

Civil Engineer				*$5,100*
Engineering Technician				*$5,200*

Riparian Specialist				*$2,500*		
Printing				*$300*		
			Total	*$13,100*	*$655*	*$13,755*

***3**. Develop Project Work Plan (Monitoring-Outreach)*

Civil Engineer				*$425*		
Engineering Technician				*$650*		
Riparian Specialist				*$1,000*		
Printing				*$100*		
			Total	*$2,175*	*$109*	*$2,284*

***4**. Noxious Weed Control*

Civil Engineer				*$850*		
Engineering Technician				*$650*		
Riparian Specialist				*$4,000*		
Weed Treatment				*$21,000*		
Seeding				*$3,000*		
			Total	*$29,500*	*$1,475*	*$30,975*

***5**. Earthwork/Structures (Construction)*

Civil Engineer				*$13,600*		
Engineering Technician				*$2,600*		
Riparian Specialist				*$2,000*		
Archeologist				*$9,600*		
Earthwork/Rock/Structures				*$95,000*		
			Total	*$122,800*	*$6,140*	*$128,940*

***6**. Revegetation*

Civil Engineer				*$850*		
Engineering Technician				*$2,600*		
Riparian Specialist				*$2,000*		
Materials & Installation				*$30,000*		
Irrigation System				*$8,500*		
			Total	*$43,950*	*$2,198*	*$46,148*

***7**. Conduct Monitoring*

Civil Engineer				*$5,100*		
Engineering Technician				*$3,900*		
Riparian Specialist				*$3,000*		
			Total	*$12,000*	*$600*	*$12,600*

8. Public Outreach

Civil Engineer				*$425*		
Engineering Technician				*$325*		
Riparian Specialist				*$250*		
City Staff				*$1,700*		
Printing (brochures, workshop), Signage				*$5,000*		
			Total	*$7,700*	*$385*	*$8,085*

9. Final Report

Civil Engineer				*See Phase I*		
Engineering Technician				*See Phase I*		
Riparian Specialist				*See Phase I*		
Printing				*See Phase I*		
			Total	*See Phase I*	*0*	*0*
TOTAL ESTIMATED COSTS – PHASE II					*0*	*$252,053*

APPROVAL AS TO FORM

The foregoing Contract has been submitted to the Legal Division of the Arizona Department of Water Resources. The undersigned Deputy Counsel has determined that said Contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Water Protection Fund.

Dated this 17th day of January, 2013

Arizona Department of Water Resources

By: _____
David S. Johnson
Deputy Counsel

Arizona Water Protection Fund
Grant Award Contract Amendment

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Glorice Pavey, Senior Recreation Coordinator

Date: 04/10/2013

Meeting Date: 04/16/2013

TITLE:

Consideration and Approval of Street Closure(s): Ninth Annual Route 66 Days Charity Car Show.

RECOMMENDED ACTION:

Approve the street closure at Aspen and Birch avenues between Humphreys and San Francisco streets, on Saturday, September 7, 2013, from 6:00 a.m - 6:00 p.m.

Policy Decision or Reason for Action:

By allowing the 2013 Route 66 Days Charity Car Show as an exception to the Special Event Permit Regulations regarding the full closure of Aspen and Birch avenues, between Humphreys and San Francisco streets, the City is providing a safe alternative location for for an annual community event.

No Subsidiary Decisions Points.

Financial Impact:

Street closures have the potential to change traffic patterns for local businesses.

Connection to Council Goal:

A sustainable community through economic vitality, environmental protection and social inclusion.
Diversity of arts, culture and educational opportunities.
Livability through good neighborhoods, affordable housing and varied recreational activities.

Has There Been Previous Council Decision on This:

The Route 66 Charity Car Show has been granted this exception for the last eight years.

Options and Alternatives:

Deny the request to close the proposed downtown streets.

- Pro: Closure of streets in the north downtown area has the potential to negatively impact business in this area. By not allowing the closure, these north downtown businesses and residents could count on the ordinary flow of traffic and parking.
- Con: This is a well attended community event that brings visitors into Flagstaff and positively affects many areas of the local economy, including hotel and restaurant sales.

Background/History:

The 2013 Flagstaff Route 66 Days Charity Car Show is organized by the local Route 66 Car Club. Now in its ninth year, the purpose of this event is to bring attention to the historic value of Route 66, bringing people to Flagstaff to celebrate its history through display of reconditioned and restored cars and other City attractions. The first event in 2005 started out in a short timeframe with 88 cars and provided the framework for future events. The event has grown from 88 cars to 450 last year ----every year is sold out early. The Route 66 Days Charity Car Show is the premiere car show event north of Phoenix and has become a destination event for entrants from around the United States. Last year's long distance award was from Myrtle Beach, South Carolina. The event has allowed the Route 66 Car Club to donate $165,000 to local charities over the last seven years.

Key Considerations:

The current special event permit regulations do not allow for the full closure of one-way downtown streets. Deviations from the special event permit packet have been approved by City Council on a case-by-case basis. The Route 66 Days Charity Car Show has been granted this exception for the last eight years. Additional two-way street closures involved with this permit do not require City Council approval including Sitgreaves between Santa Fe and Birch; Aspen Avenue between Humphreys and Sitgreaves; Leroux Street between Route 66 and Birch Avenue. The flow of traffic will continue as normal on San Francisco Street, Beaver Street and Humphreys Street. The Flagstaff Fire Department requires that there be a fire lane and access to all hydrant and water hook-ups on the streets.

Expanded Financial Considerations:

Street closures have the potential to change traffic patterns for local businesses.

Community Benefits and Considerations:

The Route 66 Days Charity Car Show draws approximately 5000-10,000 residents and visitors to the historic downtown area and generates tourism and business for Flagstaff hotels and restaurants. Downtown Flagstaff provides a significant draw for the event due to the ambience and historical nature of the downtown area. Additionally, the close proximity of restaurants and shops are enjoyed by both entrants showing their cars for the day and spectators.

Direct revenue from both entrants and vendors is significant as the event hosted 450 sold vehicle entries and 56 vendors in 2012. Approximately 85 % of those entries were registered and in Flagstaff on Friday night in anticipation of Saturday's car show.

Route 66 Days Charity Car Show has donated over $165,000 to local Flagstaff Charities in the past seven years.

Community Involvement:

The Public Participation Goal of Inform has been chosen: Numerous organizations and businesses participate in this event, including many of the downtown businesses. The March 'Downtown Newsletter' informed residents and local downtown businesses of the date and time that this agenda item will be presented to City Council.

Attachments: RT 66 Support
2012 Traffic Control Plan

ROUTE 66 DAYS OVERVIEW

Route 66 Days was the result of a concept promoted by the Route 66 International Festival Committee to the Flagstaff Downtown Business Alliance and the Flagstaff City Council early 2005. The International Festival holds yearly events along the Mother Road and the thought was to start an event in Flagstaff (heart of Route 66)that would lead to hosting the 2009 Route 66 International Festival. The Downtown Business Alliance approached the Route 66 Car Club to organize a car show as part of the Flagstaff Route 66 Days Event. The inaugural event was held in 2005 on downtown Flagstaff Streets as the International Festival does for their annual events. The ambience of the close proximity to Route 66 and the downtown historical significance would be a large draw from local, national and international spectators. The first event in 2005 started out in a short timeframe with 88 cars and provided the framework for future events and the 2009 Route 66 Festival. In 2007, the Route 66 Car Club assumed full responsibility for the event and hosted the 2009 Route 66 International Event. The event has grown from 88 cars to 450 last year ----every year is sold out early. The Route 66 Days Charity Car Show is the premiere car show event north of Phoenix and has become a destination event for entrants from around the United States. Last year's long distance award was from Myrtle Beach, South Carolina. The event has allowed the Route 66 Car Club to donate $ 165, 000 to local charities over the last seven years.

PERMIT LOGISTICS

Route 66 Days Planning begins right after completion of the last event. The Entrant Flyer and Vendor Application are updated and readied to add to the car club website the first week of January. The City Permit Application is submitted no later than November of the preceding year in order to start the process early. The car club starts accepting Entries and vendor applications in January and continues up to the actual event.

The event is advertised as being located in the Downtown Flagstaff Historical streets as has been the case since the start of the event. Any major changes to our event are discussed and resolved before we add the Flyer / Vendor Application to our website in January.

DOWNTOWN LOCATION

1. Downtown Flagstaff is a significant draw for the event due to:
    a. The ambience and historical nature of the downtown areas draw tourists from all over the world and is equally interesting to car show entrants.
    b. The close proximity of restaurants and shops are enjoyed by entrants while showing their cars for the day.

2. The event provides economic benefits in many ways:
    a. Largest FREE family oriented event in the Downtown area. The event is estimated to draw approximately 5,000 – 10,000 spectators.
    b. Lodging/ restaurants/ shopping sales from the many entrants/ spectators that travel to the event – downtown and surrounding Flagstaff Area. The event hosted 450 sold entries and 56 vendors in 2012. Approximately 85 % of those entries were registered and in Flagstaff on Friday night in anticipation of Saturday's car show.
    c. Donation to charities (local only) that currently has accumulated to $ 165,000.
3. The event is held on the same footprint that started in 2005 with the exception of the loss of Birch Street between the American Legion and Wheeler Park.

4. Periodically, the club has looked at other venues as comparison to the current event location:
    a. Ft Tuthill—This location has the foot print necessary to put on an event but lacks the downtown ambience/ restaurants , is cost prohibitive and is out of town.
    b. NAU—This venue is not possible because of school starting and the large parking lot (Milton coming in from I-17)is not available. It also lacks the downtown ambience even though restaurants are close by.
    c. Flagstaff Mall-- This venue again lacks the downtown ambience but does offer shopping and restaurants. However, there are limitations with regard to vendors/sponsors/parking.
    d. Eastside—Fourth Street would need to be closed off to accommodate 425 cars. This may not be an alternative due to the street being the main Eastside traffic artery. In addition, it also does not offer the downtown ambience or restaurants/shopping.
5. The club had been requested in the past to consider potential Eastside and Southside sites to partner into the event with additional activities. An unsuccessful Southside parade was a part of the inaugural event. Multiple sites generally require additional manpower resources/physical resources which become harder to maintain as the years progress. Both the Fourth Street and Phoenix Ave. sites may not be positive for spectator or entrant draw and do not possess the ambience of the downtown site. However, ideas for partnering will continue to be reviewed as they are presented.

The route 66 Car Club believes the historical significance of the Downtown Business area and the surrounding ambience provides the best possible location for the Route 66 Days event as evidenced by the continued success and development into the most successful car show north of the Phoenix area. The Route 66 Days Charity Car Show has continued to grow as a destination event for car enthusiasts.

In addition, history has shown that other car shows that move their venues have suffered significant downtrends in their events. The Payson Car Show has lost approximately 40 % of their entrants due to venue change. The Pinetop show is held on a golf course and entertained thoughts of moving to a K Mart shopping center resulting in entrants voicing significant opinions that they would not return if that took place—they remain on the golf course.

Car show entrants can attend a parking lot pavement car show any weekend of the year in Phoenix. Car show entrants are like everyone else and want something to draw their interest. The downtown area provides the draw that makes it the successful event that is has been. It is the reason many entrants come from out of state to participate in this event.

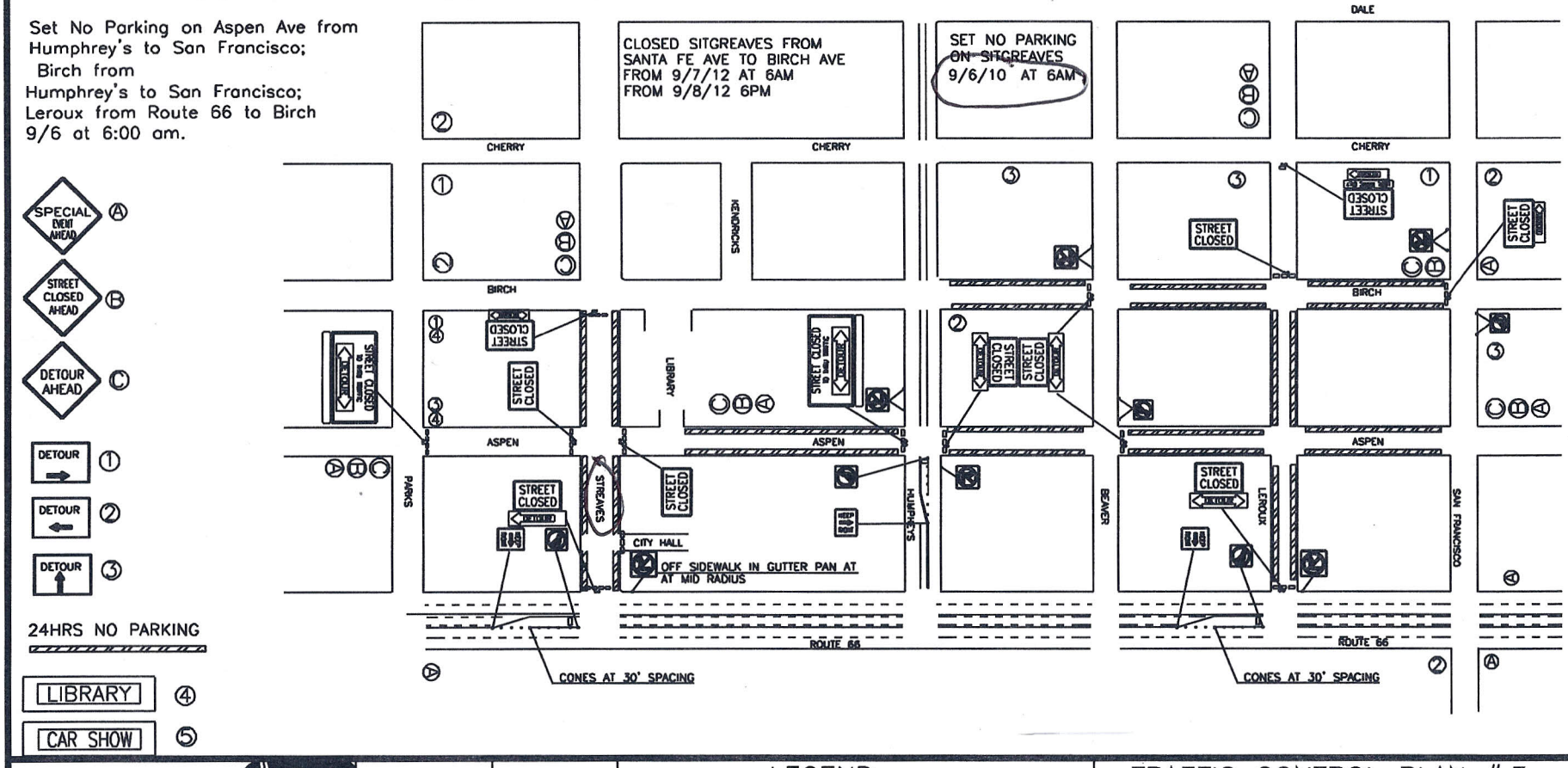
The objective of the Route 66 Days Event is to maximize net proceeds to donate to and support local charities-the only reason the club puts on the event. The economy has contributed to a reduction in our sponsor donations over the past three years and any risk to our income stream is very important. The downtown location is the cornerstone of our event success.

The historical nature of the downtown business area, the train station and Route 66 provide an excellent background for an event like the Route 66 Days Event. The Route 66 Days Charity Car Show has been very successful in this environment and should continue to be an asset to the Flagstaff community.

Aspen Ave from Humphrey's to San Francisco;
Birch from Humphrey's to
San Francisco; Leroux from Route 66 to Birch
will closed from 9/8/12 at 6:00 am until 9/8/12 at 6:00 pm.

9-6-12

Set No Parking on Aspen Ave from
Humphrey's to San Francisco;
Birch from
Humphrey's to San Francisco;
Leroux from Route 66 to Birch
9/6 at 6:00 am.



RoadSafe TRAFFIC SYSTEMS
Life on the road

NORTH

NOT TO SCALE

SPEED LIMIT 30
EXISTING SPEED LIMIT

LEGEND

SIGN AND LIGHT TYPE (IF APPLICABLE)
SIZE: 36" x 36" X 48" x 48" ___
LIGHT: TYPE A ___ TYPE B ___
CHANNELIZING DEVICE
SPACING TAPER 40' TANGENT 50' CENTERLINE N/A
HIGH LEVEL ☐ TYPE I/TYPE II ☐☐☐ TYPE III

TRAFFIC CONTROL PLAN # 3

CONTRACTOR: FLAGSTAFF DOWNTOWN BUSINESS	DATE: 8 MAY 12
LOCATION: BEAVER-SANFRANCISCO	
TIME USAGE: 24HRS	START DATE: 7 SEPT TO 9 SEPT
AGENCY: FLAGSTAFF	DRAWN BY: GARY BARTILUCCI

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Trevor Henry, Project Manager
Date:	04/10/2013
Meeting Date:	04/16/2013

TITLE:

Consideration and Approval of Construction Contract: Sitgreaves ADA Ramp Project

RECOMMENDED ACTION:

1) Award the construction contract to Eagle Mountain Construction of Flagstaff, Arizona in the amount of $158,475.00, which includes $16,000.00 in contract allowance. The contract period is 60 calendar days; and
2) Authorize Change Order Authority to the City Manager in the amount of $14,300.00 (10% of the bid contract amount, less contract allowance) for unanticipated additional costs; and
3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Award of the contract will authorize the construction of the Sitgreaves ADA Ramp, Milton Rd to Santa Fe Avenue project in accordance with the approved public improvements. Decision points: Proceeding with the contract work will improve the pathway and provide safety and ADA-compliant access to pedestrian traffic as an alternative to the existing staircase.

Financial Impact:

The project is funded in the amount of $206,500 from the Transportation Tax Revenues for FY13. This project is funded in part from the Federal Highway Administration (FHWA) through the Arizona Department of Transporation (ADOT) and will be share in the project construction cost.

Connection to Council Goal:

Below are the Council Goals.

Repair Replace maintain infrastructure (streets & utilities)

Has There Been Previous Council Decision on This:

Yes, the Project IGA action was approved by the Council on June 5, 2012.

Options and Alternatives:

- Approve the award as recommended
- Reject bids and re-advertise the project, which could forfeit the ADOT Money and necessitate the suspension or cancellation of the project.

Background/History:

This is a joint project between ADOT and the City. Project construction costs will be shared equally between the two agencies with the City reimbursed for half of the project construction cost as outlined in the approved IGA between the City and ADOT. The City will be administering the construction of the project and will be obligated to maintain the walkway improvements, pay all other project costs and to cover all cost overruns. Providing approval of the construction contract award would allow the new ADA-compliant walkway to be constructed this summer.

Key Considerations:

The bid solicitations were published two times, February 10 and 17, 2013. Five bids were received on February 28, 2013 at the office of the City Purchasing Agent. A summary of the bids received are:

Bidder	Total
Engineer's Estimate	*$176,948.20*
RK Sanders Inc.	$139,869.00
Eagle Mountain Construction, Inc	$158,475.00
Standard Construction Co.	$190,001.00
Woodruff Construction Co.	$193,118.00
RTR Paving and Resurfacing Inc.	$221,005.00

After the City reviewed the bids, and had preliminary discussions with RK Sanders Inc., on March 12, 2013 RK Sanders officially withdrew their bid for consideration. The City accepted their request. The City is recommending award to the 2 nd low responsive bidder, Eagle Mountain Construction, Inc. The 2nd low responsive bid amount is within budget and ADOT has endorsed the City's recommendation.

Expanded Financial Considerations:

The work is a programmed and funded Capital Improvement project. The FY13 project expenditures will be funded by the current authorized budget of $206,500 for the Sitgreaves ADA Ramp project (040-9210-607). The City's portion of the project cost is funded by Transportation Tax revenues. After construction, the City will submit a request to ADOT for their share of the construction cost. ADOT's Reimbursement amount for construction costs is estimated at $79,237.50.

Community Benefits and Considerations:

The project will provide safety and ADA-compliant access to pedestrian traffic as an alternative to the existing staircase. The project will provide an improvement in the connectivity from one side of the railroad tracks to the other.

Community Involvement:

The City has worked with ADOT to prepare the design and project plans. There is no right-of-way acquisition required for this project and the awarded contractor will secure a Temporary Occupancy permit through BNSF. Two public notices were provided for opportunity to receive and evaluate any and all comments; no comments were received.

Expanded Options and Alternatives:

- Approve the award as recommended.
- Reject the award and re-advertise the project. Rejecting could forfeit $79,237.50 in ADOT construction funding. The project would need to be suspended until alternate funding is found; or,
- Cancel the project and reprogram City matching funds for another project

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Attachments: Contract

Vicinity Map

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
And
Eagle Mountain Construction, Inc.

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Eagle Mountain Construction, Inc. ("Contractor") an Arizona corporation with offices at 3100 N. Caden Ct, Flagstaff, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of the **Sitgreaves St. ADA Ramp, Milton Rd. to Santa Fe Ave. Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The location, date and time of the Conference will be agreed upon between the Contractor and the Engineer. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for maintaining continuous access to residences and businesses along the construction site and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit A
2.1.2 Special Provisions	Exhibit B
2.1.3 Grant Provisions	Exhibit C
2.1.4 FA and Davis Bacon Provisions	Exhibit D

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$158,475.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to determine the final amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **60 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials, which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the

expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition, which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested 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.

If to Owner:	**If to Contractor:**

Patrick Brown, C.P.M. Senior Procurement Specialist 211 West Aspen Avenue Flagstaff, AZ 86001	Jon Lagro Eagle Mountain Construction 3100 N. Caden Ct. Flagstaff, AZ 86004

13. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

14. Contractor's Liability and Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

15. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

16. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

17. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

18. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

19. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

20. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

21. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Contractor certifies that the Contractor and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

23. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

24. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

26. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

27. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

28. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

_____
Kevin Burke, City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Eagle Mountain Construction, Inc.

_____
Signature

_____
Printed Name

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Sitgreaves St. ADA Ramp, Milton Rd. to Santa Fe Ave. Project
PROJECT NUMBER: 03-10003 BID NUMBER: 2013-01

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (Hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____ _____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Sitgreaves St. ADA Ramp, Milton Rd. to Santa Fe Ave. Project
PROJECT NUMBER: 03-10003 BID NUMBER: 2013-01

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____ _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____Dollars ($_____ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 20__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

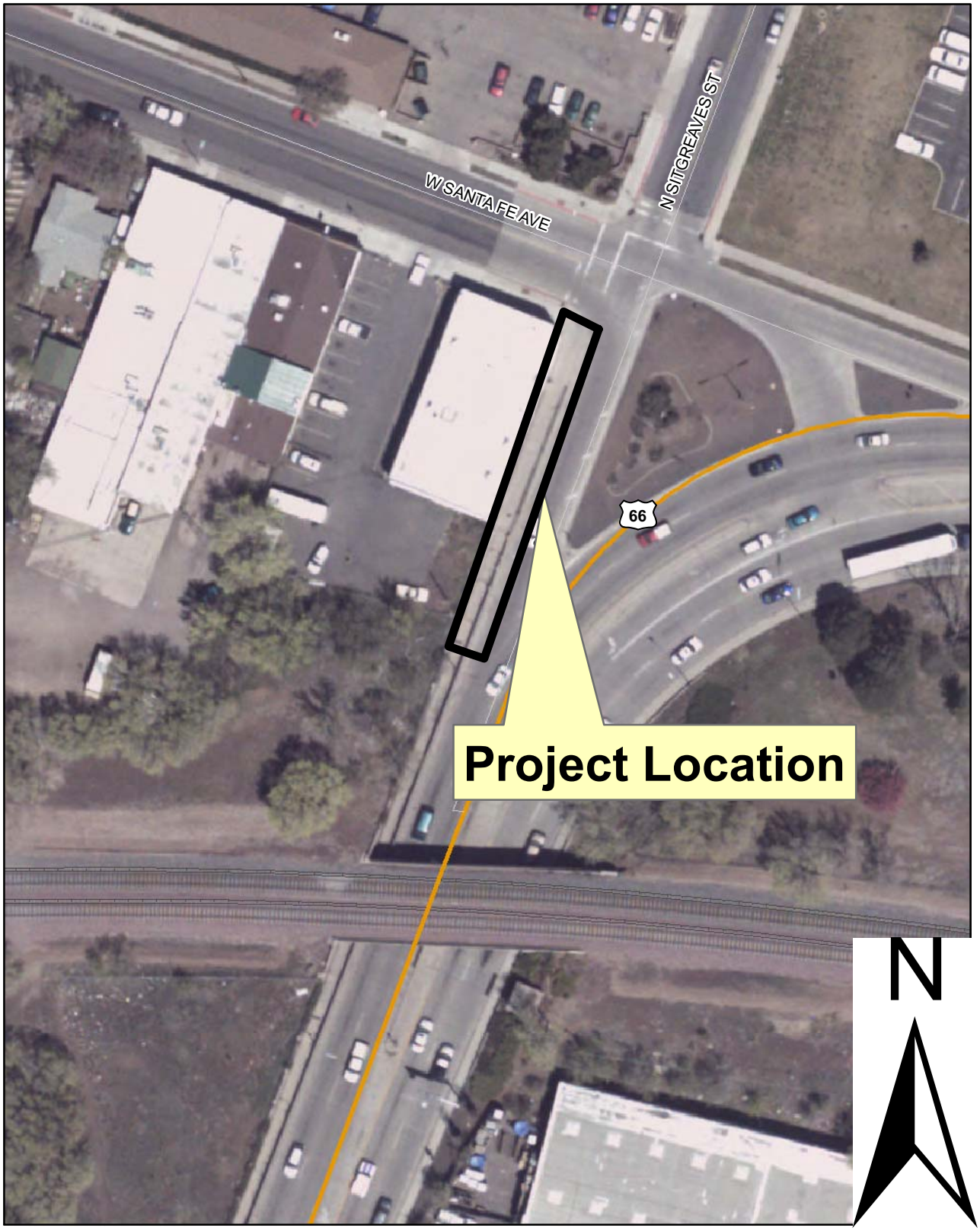
Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address



Sitgreaves ADA Ramp Project, Milton Road to Santa Fe Avenue

Vicinity Map

March 15, 2013

TDH

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jerry Bills, Deputy Fire Chief

Date: 04/10/2013

Meeting Date: 04/16/2013

TITLE:

Consideration of Grant Agreements and Acceptance of Grant Funding from the Arizona Department of Homeland Security 2010 grant program for Mobile Data Terminals and Enhancing Agent and Chemical Identification projects.

RECOMMENDED ACTION:

Approve the grant agreements with the Arizona Department of Homeland Security and consider authorizing the acceptance of grant funding in the amount of $19,800 for Mobile Date Terminals and $4,504 for Enhancing Agent and Chemical Identification.

Policy Decision or Reason for Action:

Every year, the Arizona Department of Homeland Security administers a grant program to enhance the State's overall capabilities to respond to chemical, biological, radiological, nuclear, and explosives incidents. There are two separate requests that are funded by this program for Council approval.

Financial Impact:

Both projects are 100% funded by the Arizona Department of Homeland Security Grant Program. There are continuing costs for maintenance and upkeep of the equipment and these funds are in the Fire Department FY2013 Budget.

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

This is a yearly grant that has been accepted in the past. All past grants were also to enhance response to CBRNE incidents. These two agreements finish projects approved in November of 2012 that were partially funded.

Options and Alternatives:

- Approve both projects
- Approve either project
- Do not approve either of the projects

Background/History:

The Arizona Department of Homeland Security provides a yearly grant program to First Response Agencies in order to enhance their response to CBRNE incident. Over the last five year the Flagstaff Fire Department has received training, hazardous materials response equipment, and generators for our fire station just to name a few. The funds are allocated to each state by the U.S. Department of Homeland Security. In Arizona, the State created Regional Advisory Committees to review the applications and approve the request for each individual region.

Grant Agreement number 777108-2-01, Flagstaff Fire Mobile Data Terminals, is a project to place laptop computers in the remainder of our response apparatus that do not have this equipment. These computers tie into the Flagstaff Police Department Communication Center's computer aided dispatch system to provide information to responders and maintain our records for use in reporting of our performance measures. Another benefit is that the collaboration between dispatch and the officers involved in incidents is greatly enhanced by this equipment through the connectivity with the Center. The original request was for $56,800, and was partially funded with 2012 Homeland Security funds in the amount of $37,000. This agreement funds the rest of the project in the amount of $19,800 using reallocated Arizona Department of Homeland Security 2010 funds.

Grant Agreement number 777108-03, Enhancing Agent and Chemical Identification. This project is to purchase a chemical monitor with a new level of technology that will provide faster and more accurate identification of chemicals and toxic agents threatening the public and responders. With this equipment, crews have the ability to quickly identify these materials and provide a faster mitigation of incident, therefore a decreased chance of exposure to responder and the public. The original request was for 2 monitors for a total of $9,008, and the project was reduced to 1 monitor for $4,504 with 2012 Homeland Security funds. This agreement funds the rest of the project in the amount of $4,504 with Arizona Department of Homeland Security 2010 funds.

Both projects were presented to the Northern Arizona Regional Advisory Committee whose purpose it is to determine what projects are funded for the different applicants in the region. Both of these projects were approved by the Committee.

Key Considerations:

The only consideration is the cost of maintenance, and those funds are in the current Fire Department Budget.

Expanded Financial Considerations:

The equipment most likely will not be recognized by the public as a direct benefit, the increase in efficacy and information exchange though the purchase of this equipment will enhance the Fire Department response to incidents in the city therefore benefiting our citizens.

Community Involvement:

Inform

Attachments: AZHLS 777108-02 MDC Agreement
AZHLS 777108-03 Chem ID Agreement

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

March 6, 2013

City Manager Kevin Burke
City of Flagstaff, Flagstaff Fire Department
211 W Aspen Avenue
Flagstaff, AZ 86001

Subject: FFY 2010 Homeland Security Grant Program Award-Reallocation
Grant Agreement Number: **777108-02**
Project Title: **Flagstaff Fire Mobile Data Terminals**

Dear City Manager Kevin Burke:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Flagstaff Fire Mobile Data Terminals**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **$19,800.** The grant performance period is **February 1, 2013 through May 31, 2013. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before April 30, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.

- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.

- Reimbursements are limited to approved quantities and funding thresholds.

- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).

- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Grants Manager Stacey Brechler-Knaggs

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

March 6, 2013

City Manager Kevin Burke
City of Flagstaff, Flagstaff Fire Department
211 W Aspen Avenue
Flagstaff, AZ 86001

Subject: FFY 2010 Homeland Security Grant Program Award-Reallocation
Grant Agreement Number: **777108-02**
Project Title: **Flagstaff Fire Mobile Data Terminals**

Dear City Manager Kevin Burke:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Flagstaff Fire Mobile Data Terminals**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **$19,800.** The grant performance period is **February 1, 2013 through May 31, 2013. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

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Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.

- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).

- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Grants Manager Stacey Brechler-Knaggs

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **777108-02** Sub-Recipient: **City of Flagstaff, Flagstaff Fire Department**

Project Title: **Flagstaff Fire Mobile Data Terminals**
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **City of Flagstaff, Flagstaff Fire Department**
   Point of Contact: **Grants Manager Stacey Brechler-Knaggs**

   Sub-recipient Address:
   Street: **211 W Aspen Avenue**

   City/State/Zip: **Flagstaff, AZ 86001**

   Head of Agency: **City Mgr Kevin Burke**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **928-779-7604**

   E-mail Address: **kburke@flagstaffaz.gov**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **North Region**

4. Initiative Title: **Strengthen Information Sharing and Collaboration Capabilities**

5. Total Dollar Amount Requested: **$56,800** Total Dollar Amount Awarded: **$19,800**

6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website:
   5.1.1 - Continue to utilize and support resources to ensure appropriate systems are in place to address hazard mitigation, search and rescue, crime scene management and other critical hazards.

7. Identify the primary National Priority that is supported by this project from the dropdown box below:
   NP 6. Strengthen CBRNE Detection, Response and Decontamination Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
   new

9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
   Each item is a single item. Partial funding would be supported in any amount

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
    Ths project would serve Flagstaff Fire and Police departments.

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact	Grants Manager Stacey Brechler-Knaggs		
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning & Preparedness			
	Print Name	Signature	Date

This form is to be signed and returned.

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	$56,800	$19,800	$19,800
Training		$ 0	$ 0
Exercise		$ 0	$ 0
Planning		$ 0	$ 0
M & A		$ 0	$ 0
Organization		$ 0	$ 0
Award Total	$56,800	$19,800	$19,800

STATE OF ARIZONA

Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

City of Flagstaff, Flagstaff Fire Department 777108-02

Application Summary

Award Funded As Follows:

	Requested Amounts	*Recommended Amounts*	*Awarded Amounts*
Equipment	$56,800.00	$19,800.00	$19,800.00
Training	$0.00	$0.00	$0.00
Exercise	$0.00	$0.00	$0.00
Planning	$0.00	$0.00	$0.00
M & A	$0.00	$0.00	$0.00
Organization	$0.00	$0.00	$0.00
Award Totals	$56,800.00	$19,800.00	$19,800.00

STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

City of Flagstaff, Flagstaff Fire Department 777108-02

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	Currently, the FFD Special Operations Teams builds shoring and rakers out of lumber. This is both time consuming, materials intensive and requires heavy manpower. The shoring/raker set is a much more efficient use of man power. They are much quicker and easier to set up than the conventional way of building the rakers out of lumber. Less personnel assigned to build rakers means more personnel to perform other tasks on the emergency scene. Having a set of manual struts would also help insure that members are training better on structural collapse by always having the necessary tools on hand. There would be less of a need to constantly have in the annual budget funds for lumber to build these rakers, which in today's economic climate is one of the first areas to be cut. This results in minimal, to no hands on training in this area.

AEL #	*Item Description*	*Quantity*	*Cost*	*Total Cost*	*AZDOHS Approved*	*Approved Quantity*	*Approved Cost*
04HW-01-MOB	Mobile Data Terminals	8	$7,100.00	$56,800.00	Maryann Johns	3	$19,800.00

Totals For City of Flagstaff, Flagstaff Fire Department Contract Number 777108-02 *Requested* $56,800.00 *Approved* $19,800.00

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2010-REALLOCATION

Dear Stakeholder:

The projectthat your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources <u>without the prior approval of AZDOHS/FEMA</u>, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. <u>Construction activities shall not be initiated prior to the full environmental and historic preservation review</u>.

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

March 6, 2013

City Manager Kevin Burke
City of Flagstaff, Flagstaff Fire Department
211 W Aspen Avenue
Flagstaff, AZ 86001

Subject: FFY 2010 Homeland Security Grant Program Award-Reallocation
Grant Agreement Number: **777108-03**
Project Title: **Enhancing Agent and Chemical Identification**

Dear City Manager Kevin Burke:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Enhancing Agent and Chemical Identification**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **$4,504.** The grant performance period is **February 1, 2013 through May 31, 2013. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before April 30, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.

- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.

- Reimbursements are limited to approved quantities and funding thresholds.

- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).

- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
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- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Grants Manager Stacey Brechler-Knaggs

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

March 6, 2013

City Manager Kevin Burke
City of Flagstaff, Flagstaff Fire Department
211 W Aspen Avenue
Flagstaff, AZ 86001

Subject: FFY 2010 Homeland Security Grant Program Award-Reallocation
Grant Agreement Number: **777108-03**
Project Title: **Enhancing Agent and Chemical Identification**

Dear City Manager Kevin Burke:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Enhancing Agent and Chemical Identification**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **$4,504.** The grant performance period is **February 1, 2013 through May 31, 2013. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

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These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before April 30, 2013 this award is rescinded and the funds will be reallocated.**

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- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
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- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Grants Manager Stacey Brechler-Knaggs

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **777108-03** Sub-Recipient: **City of Flagstaff, Flagstaff Fire Department**

Project Title: **Enhancing Agent and Chemical Identification**
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **City of Flagstaff, Flagstaff Fire Department**
   Point of Contact: **Grants Manager Stacey Brechler-Knaggs**

   Sub-recipient Address:
   Street: **211 W Aspen Avenue**

   City/State/Zip: **Flagstaff, AZ 86001**

   Head of Agency: **City Mgr Kevin Burke**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **928-779-7604**

   E-mail Address: **kburke@flagstaffaz.gov**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **North Region**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **$9,008** Total Dollar Amount Awarded: **$4,504**

6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website:
   5.2.0

7. Identify the primary National Priority that is supported by this project from the dropdown box below:
   NP 6. Strengthen CBRNE Detection, Response and Decontamination Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
   Not on going

9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
   Each item is a single item. Yes, if enough is awarded to purchase one unit

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
    FFD provides RRT response to the northern region of the state as well as back up response to other state jurisdictions. FFD provides HazMat response for the fire service as well as law enforcement.

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact	Grants Manager Stacey Brechler-Knaggs		
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning & Preparedness			
	Print Name	Signature	Date

This form is to be signed and returned.

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	$9,008	$4,504	$4,504
Training		$ 0	$ 0
Exercise		$ 0	$ 0
Planning		$ 0	$ 0
M & A		$ 0	$ 0
Organization		$ 0	$ 0
Award Total	$9,008	$4,504	$4,504

STATE OF ARIZONA

Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

City of Flagstaff, Flagstaff Fire Department 777108-03

Application Summary

Award Funded As Follows:

	Requested Amounts	*Recommended Amounts*	*Awarded Amounts*
Equipment	$9,008.00	$4,504.00	$4,504.00
Training	$0.00	$0.00	$0.00
Exercise	$0.00	$0.00	$0.00
Planning	$0.00	$0.00	$0.00
M & A	$0.00	$0.00	$0.00
Organization	$0.00	$0.00	$0.00
Award Totals	$9,008.00	$4,504.00	$4,504.00

STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

City of Flagstaff, Flagstaff Fire Department 777108-03

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	The purpose of this project is to provide the equipment needed to identify chemicals and toxic agents quickly and effectively. This equipment will increase the chemical identification capabilities of our regional response team (RRT). With the additional requested equipment the RRT crew can identify potential threats rapidly allowing most of the unknown substance incidents to be mitigated quickly and more safely. The addition of this capability to our regional response team will increase our abilities to mitigate chemical related incidents.

AEL #	*Item Description*	*Quantity*	*Cost*	*Total Cost*	*AZDOHS Approved*	*Approved Quantity*	*Approved Cost*
07CD-01-DPPI	Chenical detection meter	2	$4,504.00	$9,008.00	Maryann Johns	1	$4,504.00

Totals For City of Flagstaff, Flagstaff Fire Department Contract Number 777108-03 *Requested* $9,008.00 *Approved* $4,504.00

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2010-REALLOCATION

Dear Stakeholder:

The projectthat your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources <u>without the prior approval of AZDOHS/FEMA</u>, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. <u>Construction activities shall not be initiated prior to the full environmental and historic preservation review</u>.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Human Resources Manager

Date: 04/10/2013

Meeting Date: 04/16/2013

TITLE:

Consideration and Adoption of Resolution No. 2013-08 and Ordinance No. 2013-09: A resolution declaring the *2013 Addendum 5 of the Flagstaff Employee Handbook of Regulations* a Public Document, and an Ordinance adopting said Public Document by reference.

RECOMMENDED ACTION:

1) Read Resolution No. 2013-08 by title only
2) City Clerk reads Resolution No. 2013-08 (if approved above)
3) Adopt Resolution No. 2013-08
4) Read Ordinance No. 2013-09 by title only for the first time
5) City Clerk reads Ordinance No. 2013-09 (if approved above)

Policy Decision or Reason for Action:

Update to Article 1-50 of the Employee Handbook of Regulations related to leaves. Some changes are required due to changes in state law or federal laws. For example, the federal Family Medical Leave Act has been amended to provide for leaves to take care of certain matters when a service member is deployed to a foreign country, and to provide leave to take care of injured service members or veterans. Other changes such as the proposed Purchase Day Program are being requested by City employees. Many of the changes simply incorporate existing practiices and procedures. Also, many of the changes simply are an effort to make the Handbook easier to read, such as centralizing general definitions in one location.

Financial Impact:

The employee leaves are part of the total compensation package offered to employees.

Connection to Council Goal:

Effective Governance.

Has There Been Previous Council Decision on This:

City Council discussed this item at the April 2, 2013, City Council meeting.

Options and Alternatives:

1) Adopt recommended changes; 2) Provide alternate language for adoption; 3) Recommend different types of leave; 4) Recommend changes to existing types of leave

Background/History:

The Addendum 5 draft was sent out to all employees for comment on October 5, 2012, reviewed with Leadership on October 17, 2012 and the Employee Advisory Committee on October 24, and November 7, 2012. The draft was also reviewed by outside employment counsel and the City's Civil Legal staff.

The Human Resources staff conducted a comparison of leave benefits with the other Arizona benchmark organizations using the 2013 League of Arizona Cities and Towns survey and found the following:

- The City Holidays are equal to 39% of the benchmark organizations. There are 44% organizations that provide less holidays (e.g. one floating holiday) and 17% of organizations that provide more holidays. This calculation does not account for the special holidays the other organizations may provide to certain groups within their organization such as Police or Executives.
- The City non-exempt vacation leave is less than 93% of the benchmark organizations. This is consistent until 20 to 24 years of service when many of the benchmark organizations max out for vacation. At the 20 to 24 years of service the City is less than 50% of the benchmark organizations. At 30 years or more of service the City is less than 29% of the benchmark organizations. The benchmark organizations vacation leave accrual is more comparable to the exempt vacation leave.
- The City sick leave is equal to 79% of the benchmark organizations. There are 14% of organizations that provide more sick leave accrual and 7% that provide less. 71% of the benchmark organizations provide a higher number of hours to be carried over and 21% allow an equal amount when compared to the City. 58% of benchmark organizations provide a better pay out when compared to the City. These other organizations provide payouts to employee groups other than retirees and those employees who have completed 20 years of service. There are 14% of organizations that provide an equal payout benefit.

Key Considerations:

Changes to the Employee Handbook of Regulations ("Handbook") Article 1-50 regarding leaves are highlighted in yellow. The highlights capture City practices that had not been memorialized in the Handbook and suggested changes. The following is a summary of the changes:

1-10-011 General Definitions: This is a new section that will be added to Article 1-10 General Provisions and it contains definitions for terms found throughout the Handbook.

1-50-010 Holiday Leave: This policy has been revised to include specific definitions; changed holiday pay to holiday leave to be more consistent with other leaves; added language on part-time pro-ration, use of leave in fifteen minute increments, need for a leave of absence form, the floating holiday is forfeited upon termination and holiday compensatory time is paid out at termination in order to memorialize current City practices; recommend that employees may use floating holiday after submitting a notice of resignation with supervisor approval; and provide a link the Arizona Revised Statute that list the holidays for all subdivisions of the state of Arizona.

1-50-020 Vacation Leave: The policy has been revised to include the percent of vacation accrued each pay period; the maximum vacation hours; the vacation accrual rates for Commissioned Fire employees; added language on part-time pro-ration, use of leave in fifteen minute increments, and the need for a leave of absence form in order to memorialize current City practices; and recommend that employees may use vacation leave after submitting a notice of resignation with supervisor approval.

1-50-030 Sick Leave: The policy has been revised to state the maximum of sick leave in hours; added language on part-time pro-ration, use of leave in fifteen minute increments, the need for a leave of absence form and allowing an employee to change vacation to sick leave when becoming injured or ill during vacation in order to memorialize current City practices; aligned one hour notice for all City employees rather than having one standard for shift personnel and another standard for non-shift

personnel; clarified when the City would request an employee provide medical documentation for the use of sick leave; and included information about Family Medical Leave and the Americans with Disability Act policies.

1-50-031 Dependent Sick Leave: The policy has been revised to align one hour notice for all City employees rather than having one standard for shift personnel and another standard for non-shift personnel; added language regarding light duty, use of leave in fifteen minute increments, the need for a leave of absence form and confirmed dependent sick leave is a part of sick leave accrual to memorialize current City practices and clarified when the City would request an employee provide medical documentation for the use of dependent sick leave.

1-50-032 Personal Leave: The policy has been revised to align one hour notice for all City employees rather than having one standard for shift personnel and another standard for non-shift personnel; added language regarding use of leave in fifteen minute increments, the need to notify the next level of supervision if the immediate supervisor is not available, the need for a leave of absence form and confirmed personal leave is a part of sick leave accrual to memorialize current City practices.

1-50-033 Purchase Day Program: This is a new policy that allows full-time benefit eligible employee to purchase ten additional days of paid time off. The employee commits to purchasing additional time off during open enrollment through a Section 125 election and the cost is deducted from the employee's pay check for the 24 pay period of the fiscal year. Employees must use the additional time by June 30th or will lose it.

1-50-050 Family Medical Leave: This policy was an employee directive and is being added to the Handbook to replace the previous Maternity Leave policy. There has been some additions to the policy to reflect the most recent changes made by the Department of Labor such as language regarding covered active duty, covered veterans, and covered adult son or daughter. Domestic Partner has also been added to align with the City's policy. Added language regarding the use of leave in fifteen minutes increments, the need for documentation when returning to work, thirty one days to complete re-enrollment paperwork and clarification of ability to convert voluntary life insurance to memorialize current City practices. Included language regarding short-term disability since it's a new voluntary benefit and FMLA leave effects benefit eligibility.

1-50-060 Military Leave: This policy has been revised to include additional Uniformed Services Employment and Reemployment Rights Act (USERRA) information; clarify the need for a leave of absence form, the effects of leave on the employee 's benefits and the requirement of a personnel action form to memorialize the current City's practices. Included links to USERRA Act of 1994 and to the Arizona Revised Statutes concerning military leave.

1-50-061 Military Training Leave: The policy has been updated to match revisions to the Arizona Revised Statutes and a link has been added.

1-50-070 Jury Duty Leave: This policy has been revised to clarify employees may use accrued leave to attend to personal matters, use jury duty leave in fifteen minutes increments and the need for a leave of absence form to memorialize current City practices. Added a link to Arizona Revised Statute regarding jury duty leave.

1-50-071 Crime Victim Leave: This is a new policy regarding an unpaid leave for employees who are a victim of crime or juvenile offense per Arizona Revised Statutes. Added links to the Arizona Revised Statutes concerning crime victim leave.

1-50-072 Voting Day Leave: This is a new policy that memorializes the current City's practice for voting day leave and a link to the Arizona Revised Statute has been added.

1-50-080 Paid Leave of Absence: This is a new policy that memorializes the current City's practices for

an employee who wishes to use their accrued leave to go on a paid leave of absence.

1-50-081 Leave Without Pay: This policy has been updated to allow Deputy City Managers to approve leaves without pay, clarifies the need for a leave of absence form and a personnel action form to memorialize current City practices, and explains that key employees may not be returned to the same or equivalent position upon the return to work.

1-50-100 Donated Leave: This policy has been updated to allow a benefit eligible employee to request donated leave for any reason, clarifies the donated leave is paid at the receiving employee's regular rate of pay, recommends employees may use the donated time for a full-time or intermittent leave, and removes statutory required compensatory time as a leave type that may be donated.

1-50-200 Inclement Weather: This is a new policy moving the employee directive language into the Handbook.

Attachments: Res. No. 2013-08
Ord. No. 2013-09
Addendum 5 - with track changes
Addendum 5 - no track changes

RESOLUTION NO. 2013-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK ENTITLED "*THE 2013 ADDENDUM 5 TO THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS*"

ENACTMENTS:

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

That certain document entitled *"The 2013 Addendum 5 of the Flagstaff Employee Handbook of Regulations*," three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ORDINANCE NO. 2013-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AMENDING THE FLAGSTAFF CITY CODE, TITLE 1, *ADMINISTRATIVE, PERSONNEL SYSTEM*, SECTION 1-14-001-0001, *PERSONNEL SYSTEM ADOPTED,* AMENDING THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS BY ADOPTING "THE 2013 ADDENDUM 5 FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS" BY REFERENCE, RELATING TO POLICIES AND PROCEDURES, AMENDING OR ADOPTING SECTIONS RELATING TO GENERAL DEFINITIONS, HOLIDAY LEAVES, VACATION LEAVE, SICK LEAVE, DEPENDENT SICK LEAVE, PERSONAL LEAVE, PURCHASE DAY PROGRAM, BEREAVEMENT LEAVE, FAMILY MEDICAL LEAVE, MILITARY LEAVE, MILITARY TRAINING LEAVE, JURY DUTY LEAVE, CRIME VICTIM LEAVE, VOTING DAY LEAVE, PAID LEAVE OF ABSENCE, LEAVE WITHOUT PAY, UNAUTHORIZED LEAVE WITHOUT PAY, DONATED LEAVE, AND INCLEMENT WEATHER; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 1, *Administrative*, Chapter 14, *Personnel System*, Section 1-14-001-0001 *Personnel System Adopted,* relating to the Flagstaff Employee Handbook of Regulations, is hereby amended by adopting those changes as set forth in that certain document known as "2013 Addendum 5 of the Flagstaff Employee Handbook of Regulations" of the City of Flagstaff, three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2013-08 of the City of Flagstaff, and which is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 2. Penalties.

Any person found in violation of any provision of the Flagstaff Employee Handbook of Regulations may be subject to discipline, as set forth in such Handbook.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 4. 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 5. Clerical Corrections.

The Human Resources Director is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to the City of Flagstaff Employee Handbook of Regulations as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency.

SECTION 6. Effective Date.

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

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
ATTORNEY

2013 ADDENDUM 5 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

1-10-011. GENERAL DEFINITIONS

General Definitions apply to the entire Employee Handbook of Regulations; however if there is a conflicting specific definition found within a section, then the specific definition will apply to that section.

"Benefit Eligible Employees" are employees who are tenure eligible, tenure granted and Exempt employee who works twenty (20) hours or more per week.

"Classified Employees" shall have the same meaning as Non-Exempt employees.

"Commissioned" means the employee is an active member of the Public Safety Retirement System and the City Police or Fire Department.

"Domestic Partner" shall have the same meaning as set forth in Section 1-70-010.B.

"Employee Dependents" shall consist of the employee's parents, spouse or domestic partner, dependent child(ren), step-child(ren), domestic partner's dependent child(ren) and any other similar close relationship if approved upon petition by the employee to the Human Resources Director through his or her immediate supervisor, Section Head and Division Director.

"Exempt Employees" are employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA).

"Fire Suppression Employees" are Commissioned, Non-Exempt employees who engage in fire protection activities as defined by the Fair Labor Standards Act 29 U.S.C. § 203(y) and who work over one hundred eighty-two (182) hours in a twenty-four (24) day work period.

"Full-Time" is considered forty (40) hours per week.

"Key Employee" is defined as a salaried, Benefit Eligible Employee who is among the highest paid ten (10) percent of all the employees working for the employer within seventy-five (75) miles of the employee's worksite.

"Light Duty" means an employee is able to perform restricted duties and/or schedule per the employee's treating physician. Light duty may include telecommuting or other types of alternate work schedules per policy 1-20-053.

"Non-Exempt Employees" are employees who are paid wages subject to the overtime pay requirements of the Fair Labor Standards Act.

"Part-Time" is considered twenty (20) hours to thirty-nine (39) hours per week.

"Shift Employees" are employees assigned to a position which is staffed at least six (6) days a week, or twenty-four (24) hours a day, and is assigned a designated work schedule that can be either rotating or permanently assigned.

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"Temporary Employees" are employees hired by the City for a temporary period and who work less than 20 hours per week. Temporary Employees are not Benefit Eligible Employees.

"Tenured Employees" are Non-Exempt employees who have completed their probationary period.

"Unclassified Employees" shall have the same meaning as Exempt employees.

"Working Day" shall be considered equal to 0.38461 percent of the number of working or duty hours in the established work year for each employee.

1-50-010. HOLIDAY~~S~~ LEAVE

~~A.~~Benefit Eligible employees are eligible to receive paid time off or compensatory time for City Holidays and a Floating Holiday each calendar year. ~~The following days shall be recognized as holidays; and all benefit eligible employees shall have those holidays off with pay:~~

A. DEFINITIONS

~~A~~1. "City Holidays" include the following holidays: New Years Day, January 1st; Martin Luther King Day, Third Monday in January; President's Day, Third Monday in February; Memorial Day, Last Monday in May; Independence Day, July 4th; Labor Day, First Monday in September; Veteran's Day, November 11th; Thanksgiving Day, Fourth Thursday in November; Day After Thanksgiving, Fourth Friday in November; and Christmas Day, December 25th.

2. ~~Floating Holiday,~~ "Floating Holiday" ~~which~~ is paid time off equal to one (1) Working Day each calendar year. ~~in January and must be used by December 31st of each calendar year.~~, ~~with prior approval from the Division Director. The Floating Holiday, if not used by December 31st, may not be carried over into the next calendar year.~~

3. "Holiday Compensatory Time" is compensatory hours accrued by an employee in lieu of Holiday Leave pursuant to this policy.

4. "Holiday Leave" is ~~hours paid at the regular hourly rate for non-shift and shift employees.~~paid leave entitling the employee to receive his or her regular rate of compensation on a City Holiday.

5. "Holiday Time Worked" is the hours worked on a City Holiday that are compensated at one and half times the employee's regular rate of compensation.

B. ELIGIBILITY

1. Holiday Schedules and Holiday Leave

a. Benefit Eligible Employees who are not ~~considered~~ Shift Employees observe City Holidays that fall on a Sunday the following Monday and holidays that fall on a Saturday the preceding Friday. Benefit Eligible Employees receive Holiday Leave for City Holidays observed, except as provided below.

b. Benefit Eligible Shift Employees observe the day of the City Holiday. Benefit Eligible Shift Employees receive Holiday Leave for City Holidays observed, except as provided below.

c. If a City Holiday falls on an employee's regularly scheduled Working Day and the employee does not work, they will receive Holiday Leave.

d. Holiday Leave will be pro-rated for Part-time Benefit Eligible Employees by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.

e. Temporary Employees receive regular pay for hours worked on a City Holiday.

2. Holiday Compensatory Time and Holiday Time Worked

a. If a City Holiday falls on a Fire Suppression Employee's regularly scheduled Working Day and the employee does not work, the employee will accrue 3.73 hours of Holiday Compensatory Time for the City Holiday worked in lieu of Holiday Leave.

b. If a City Holiday falls on an employee's regularly scheduled day off and the employee does not work, the employee will accrue one (1) Working Day of Holiday Compensatory Time. Fire Suppression Employees will accrue 3.73 hours of Holiday Compensatory Time.

c. If a City Holiday falls on an employee's regularly scheduled day off and the employee does work, the employee will accrue one (1) Working Day as Holiday Compensatory Time plus Holiday Time Worked.

d. If a City Holiday falls on a Fire Suppression Employee's regularly scheduled day off and the employee does work, the employee will accrue 3.73 hours of Holiday Compensatory Time plus Holiday Time Worked.

e. If a City Holiday falls on an employee's regularly scheduled Working Day and the employee does work, the employee will receive Holiday Leave plus will be paid Holiday Time Worked.

f. If a City Holiday falls on a Fire Suppression Employee's regularly scheduled Working Day and the employee does work, the employee will accrue 3.73 hours of Holiday Compensatory Time plus will be paid Holiday Time Worked.

g. Employees may accrue up to three (3) Working Days of Holiday Compensatory Time, except Fire Suppression Employees may accrue up to five (5) Working Days.

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h. Holiday Compensatory Time may be used in fifteen (15) minute increments.

3. Exception from Holiday Leave or Holiday Compensatory Time: Any employee who is suspended or on unpaid leave on either the regularly scheduled Working Day immediately preceding or immediately following the City Holiday shall not receive Holiday Leave or Holiday Compensatory Time. Unpaid leave includes when the employee does not have sufficient paid leave time to cover the entire scheduled Working Day.

~~1. Holiday Pay will be pro-rated for part-time Benefit Eligible Employees.~~

4. Floating Holidays

a. Each Full-Time Benefit Eligible Employee accrues one (1) Floating Holiday annually. The Floating Holiday is pro-rated for Part-Time Benefit Eligible Employees by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.

b. Floating Holiday may be used in fifteen (15) minute increments.

c. Floating Holiday accrues in January and must be used by December 31st.. A Floating Holiday ~~not used~~ shall not carry over into the next calendar year.

d. Floating Holiday may not be donated per Section 1-50-100.

C. PROCEDURES

1. All Holiday Pay and Holiday Compensatory Time shall be recorded through the City's payroll procedures.

~~Employees may accrue up to three (3) working days of Holiday Compensatory Time, except Fire Suppression Commissioned Non-Exempt Employees who may accrue up to five (5) working days.~~

2. Employees may use Holiday Compensatory Time hours accrued with the advance~~d~~ written approval of their immediate supervisor.

3. An employee shall submit a leave of absence form to the immediate supervisor to record the ~~their~~ leave through the City's payroll procedures.

~~Temporary Employees receive regular pay for hours worked on a City Holiday.~~

D. EFFECTS OF TERMINATION OF EMPLOYMENT

1. ~~And every day designated as a holiday by the City Council.~~ Employees may take the F~~f~~loating H~~h~~oliday after submitting a notice of resignation with approval from the immediate supervisor, except for the last day of the notice period.

DRAFT

2. Floating Holiday is forfeited and is not paid out upon termination of employment.

3. Holiday Compensatory Time is paid out upon termination of employment.

~~Holidays that fall on a Sunday shall be observed on the following Monday. Holidays that fall on a Saturday shall be observed the preceding Friday.~~

~~This Section does not apply to employees who are engaged in shift work. Procedures for shift work holidays are outlined in section B of this policy. Shift work is defined as the work schedule of a position which is staffed at least six days a week, or 24 hours a day, and is assigned a designated work schedule that can be either rotating or permanently assigned.~~

~~B.The following are the procedures governing holiday pay and time off for shift employees working forty (40) hours per week:~~

~~1.If the holiday falls on an employee's regularly scheduled workday and the employee does not work, they will receive regular wages for the holiday taken.~~

~~2.If the holidays falls on an employee's regularly scheduled workday and the employee does work, they will receive regular wages for the holiday plus time and one-half for the actual hours worked.~~

~~3.If the holiday falls on an employee's regularly scheduled day off and the employee does not work, they will accrue the equivalent of one (1) working day as defined in Section 1-20-030-F as holiday time. This time shall be used at the discretion of the appropriate Division Head.~~

~~4.If the holiday falls on an employee's regularly scheduled day off and the employee does work, they will receive time and one-half for the actual hours worked only and will accrue the equivalent of one (1) working day as defined in Section 1-20-030-F as holiday time. This time shall be used at the discretion of the appropriate Division Head.~~

~~C.The following are the procedures for Fire Department employees who work a fifty-six (56) hour work week:~~

~~1.If the holiday falls on an employee's regularly scheduled workday and the employee does not work, they will receive 3.73 hours of holiday comp time.~~

~~2.If the holiday falls on an employee's regularly scheduled work day and the employee does work, they will receive 3.73 hours holiday comp time plus time and one-half for the actual hours worked.~~

~~3.If the holiday falls on an employee's regularly scheduled day off and the employee does not work, they will receive 3.73 hours holiday comp time. This time shall be used at the discretion of the appropriate Division Head.~~

~~4.If the holiday falls on an employee's regularly scheduled day off and the employee does work, they will receive time and one-half for the actual hours worked only and will receive 3.73 hours holiday comp time. This time shall be used at the discretion of the appropriate Division Head.~~

DRAFT

~~All hours accrued in lieu of a holiday missed, as defined in Section 1-50-010, B.3 and B.4, and C.3 and C.4 shall be accruedbe recorded through the City's payroll procedures and the official record shall be maintained by the Finance Division.~~

~~No employee shall be allowed to accrue in excess of the equivalent of three (3) working days of holiday time, as "working day" is defined by Section 1-20-030 F, except for shift employees of the Flagstaff Fire Department who may accrue a maximum of fifty-six (56) hours.~~

~~E.Any employee who is on suspension without pay or unpaid leave of absence (even partial leave without pay) on either the regularly scheduled workday immediately preceding or immediately following the holiday or day observed in lieu of the holiday shall not receive compensation for said holiday or day observed in lieu of the holiday.~~

~~F.Temporary employees are not paid for holidays unless actuallyworked.~~

Link(s):
Arizona Revised Statute Section 38-608

1-50-020. VACATION LEAVE

Benefit Eligible Employees are eligible to receive paid time off for vacation leave after six (6) months of continuous service.

~~The purpose of annual Vvacation leave with pay is available to eligible employees to provide opportunities for rest, relaxation and personal persuits. to enable each eligible employee to return to work mentally refreshed. Eligible employees are tenured regular employees in the classified service; all exempt employees; and any other employee designated by the City Manager. Employees must have served more than six (6) months in the service of the City to be eligible to take vacation.~~

A. ELIGIBILITY

1. ~~Employees working twenty (20) hours or more per week, earn vacation on a pro-rated basis.~~ The City Manager or designee may authorize an employee, upon hire, to ~~earn~~ accrue vacation at any rate within the Table A or Table B below, based on years of experience.
2. Employees may use vacation leave in fifteen (15) minute increments.
3. Full-Time Benefit Eligible Employees will accrue vacation as set forth in Table A. Part-Time Benefit Eligible Employees will accrue vacation leave pro-rated by multiplying the number of hours worked during a pay period times the percent accrued per pay period listed in Table A.

TABLE A

~~Classified~~ Non-Exempt Employees Years of Service	Exempt Employees Years of Service	Days Accrued Per Year of Service	Percent Accrued Per Pay Period	Hours Accrued Per Pay Period	Vacation Hou Maximum
1-4		11	4.24%	3.39	132

5-9		13	5.01%	4.01	156
10-14	1-4	16	6.16%	4.93	192
15-19	5-9	18	6.92%	5.54	216
20-24	10-14	21	8.08%	6.46	252
25-29	15-19	23	8.85%	7.08	276
30+	20-24	26	10.00%	8.00	312
	25-29	28	10.77%	8.62	336
	30+	31	11.92%	9.54	372

4. Fire Suppression Employees will accrue vacation leave as set forth in Table B:

TABLE B

Fire Suppression Commissioned Non-Exempt Employees Years of Service	Fire Suppression Commissioned Exempt Employees Years of Service	Days Accrued Per Year of Service	Percent Accrued Per Pay Period	Hours Accrued Per Pay Period	Vacation Hou Maximum
1-4		11	4.24%	4.75	185
5-9		13	5.01%	5.61	219
10-14	1-4	16	6.16%	6.90	269
15-19	5-9	18	6.92%	7.75	302
20-24	10-14	21	8.08%	9.05	353
25-29	15-19	23	8.85%	9.91	386
30+	20-24	26	10.00%	11.20	437
	25-29	28	10.77%	12.06	470
	30+	31	11.92%	13.35	521

~~B.Tenured classified employees earn the following number of paid vacation (working) days:~~

~~Years of Service~~	~~Number of Days~~	~~Hours Earned Per Pay Period~~
~~1-4~~	~~11~~	~~3.39~~
~~5-9~~	~~13~~	~~4.01~~
~~10-14~~	~~16~~	~~4.93~~
~~15-19~~	~~18~~	~~5.54~~
~~20-24~~	~~21~~	~~6.46~~
~~25-29~~	~~23~~	~~7.08~~
~~30+~~	~~26~~	~~8.00~~

~~C.Exempt employees earn the following number of paid vacation (working) days as follows:~~

~~Years of Service~~	~~Number of Days~~	~~Hours Earned Per Pay Period~~
~~1-4~~	~~16~~	~~4.93~~

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5-9	18	5.54
10-14	21	6.46
15 - 19	23	7.08
20 -24	26	8.00
25-29	28	8.62
30+	31	9.54

5. Employees may accrue vacation hours up to the maximum set forth in the tables above, which reflect the maximum vacation hours than can be accrued in eighteen (18) months of continuous service. All vacation hours over the maximum allowed that are not used by June 30th shall be forfeited, unless carryover is approved as set forth in the Procedures below.

6. New employees may not use accrued vacation leave within the first six (6) months of employment for the City.

7. Employees may donate vacation leave per Section 1-50-100.

B. PROCEDURES

D.1.Employees wishing to utilize leave shall submit a leave of absence form to the immediate supervisor must request andto obtain approval in advance of leave. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program. Scheduling an authorization of vacation time will be the responsibility of the supervisor with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of their annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year. Length of service shall be used to resolve conflicts over vacation periods between employees of the same classification.

2. All vacation leave shall be recorded through the City's payroll procedures.

3. An employee may submit a written request to carryover his or her vacation hours in excess of the maximum past June 30th with approval from the immediate supervisor, Section Head, Division Director and Human Resources. Human Resources will notify the employee of the final decision. If approved, the employee may not request to carryover vacation hours in excess of the maximum again for two years.

E.Employees may not carry over more hours than can be earned in eighteen (18) months of continuous service. Earned vacation hours in excess of the maximum must be used no later than June 30 of each fiscal year. All hours over the maximum allowed and not used by June 30 of the current fiscal year shall be forfeited.

1.In the event of extenuating or unforeseen circumstances, an employee may exceed his or her vacation maximum past June 30 by submitting a written request to the Department Head through the immediate supervisor. The Department Head, in conjunction with the Human Resources Director, will make a determination and notify the employee of the decision. Employees may not be allowed this option for two consecutive years.

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~~F.~~4.In the event one or more ~~municipal holidays~~City Holidays fall within ~~an annual~~a period of vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or credited accordingly.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees may take vacation leave after submitting a notice of resignation with approval from the immediate supervisor, except for the last day of the notice period.

~~G.~~2.Employees who have satisfactorily completed ~~probation~~ six (6) months of service and who terminate employment shall be paid in a lump sum for all unused vacation leave ~~earned~~ accrued prior to the effective date of termination.

Forms: Leave of Absence Form

1-50-030. SICK LEAVE

Benefit Eligible Employees are eligible to receive paid time off for sick leave when work time is missed due to the employee's personal injury and/or illness.

A. ELIGIBILITY

~~Benefit eligible employees shall be granted sick leave. Temporary employees will not accrue sick leave. Sick leave shall not be considered as a right that an employee may use at their discretion but shall be allowed only in case of actual personal or dependent sickness or injury. (See Dependent Sick Leave, Section 1-50-030.10).~~

1. Full-Time Benefit Eligible Employees shall accrue sick leave at the rate of one workday for each calendar month of service, not to exceed one thousand and forty (1,040) hours.

2. Benefit Eligible Employees may use up to six (6) days of sick leave during the first six (6) months of employment, regardless of the number of hours accrued. Sick leave hours not yet accrued that are used during the first six (6) months of employment will be deducted from the final paycheck should an employee leave City service during the first six (6) months.

3. In the case of personal sickness or injury where employees are capable of performing ~~l~~Light ~~d~~Duty, the~~y~~ employee shall ~~so~~ advise their ~~Division Head~~immediate supervisor, Section Head or Division Director who may make arrangements, provided ~~l~~Light ~~d~~Duty is available. ~~Unnecessary use of sick leave shall be cause for disciplinary action.~~

4. Employees may use sick leave in fifteen (15) minute increments.

5. Sick leave will be accrued on a pro-rated basis for Part-Time Benefit Eligible employees by multiplying the number of hours worked during a pay period times 4.62%.

6. Employees may not donate sick leave per Section 1-50-100.

B. PROCEDURE

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2013 ADDENDUM 5 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

1. To use sick leave, the employee shallEmployees may request sick leave by notifying his/herthe employee's immediate supervisor, or division Section Hhead, or Department HeadDivision Director one hour prior to, or within one hour after, the time set for beginning of their daily dutiesscheduled work shift.

2. In cases when the immediate supervisor cannot be reached, notice shall be given to the next level of supervision.

3. An employee shall submit a leave of absence form to the immediate supervisor to record their employee's leave through the City's payroll procedures.

4. The immediate supervisor, Section Head, Division Director, Human Resources Director or designee, may require employee may be required by the Department Head or designee to file a physician's medical certificatione or a personal affidavit stating the cause of absenceto document the illness and/or injury of the employee when an employee's absence is negatively impacting the efficiency or effectiveness of the program or the employee is suspected of abusing sick leave.

5. Employees diagnosed with a serious and/or ongoing medical condition may have additional coverage under the Family Medical Leave policy 1-50-050 and/or Americans with Disability Act policy 1-10-014.

C. Tenure-eligible and exempt employees shall accrue sick leave at the rate of one workday for each calendar month of service, not to exceed 130 workdays

(part-time tenure-eligible employees will accrue sick leave on a pro-rated basis).

D. All new tenure-eligible and exempt employees will be allowed to use up to six (6) days of sick leave at anytime during the first six (6) months of employment, regardless of the number of hours accrued. Sick leave hours not yet earned that are used during the first six (6) months of employment will be deducted from the final paycheck should an employee leave the City service during the first six (6) months.

E6. Unused Employees who have accrued more than 1,040 maximum sick sick leave accrued in excess of the maximum shallleave hours shall be paid one (1) Working Day for each two (2) Working Days of unused sick leave accrued in excess of the maximum to the employee on the first pay period in December. and The accrual amount shall include leave accrued through the last pay period in November. at the rate of one (1) day's pay for each two (2) days' unused sick leave accrued in excess of the maximum.

Employees leaving the service shall be paid for unused sick leave at the rate of one (1) day's pay for each two (2) days of unused sick leave under the following conditions;

1. Employees retiring from City employment and receiving retirement benefits from Public Safety Retirement System or the Arizona State Retirement System; or

2. Employees terminating City employment with a minimum of twenty (20) years of service.

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F7. In the event that anyone or more paidCity hHolidays occurs during a period when an employee is on paidfall within a period of sick leave, the such holiday shall not be charged against the employee's accruedas sick leave. The only sick leave hours that shall be charged to any employee's accrued sick leave shall be those hours that the employee is regularly scheduled to work.

8. In the event an employee is on vacation leave and becomes sick or is injured, with proper medical documentation, the work time missed may be changed to sick leave for the date of illness and/or injury.

GC. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees will be required to provide the appropriate Division Headtheir immediate supervisor with a medical certification of illness and/or injury for any use of sick leave within two weeks of their termination of employmentafter submitting a notice of resignation. The employee must work the last day of the notice period.

2. The following categories of employees leaving City service shall be paid for unused sick leave at the rate of one (1) Working Day for each two (2) Working Days of unused sick leave:

   a. Employees retiring from City employment and receiving retirement benefits from Public Safety Retirement System or the Arizona State Retirement System; or

   b. Employees terminating resigning or terminated from City employment, with a minimum of twenty (20) years of service as a City employee.

H. At any time a supervisor believes there is reason to question the capacity of an employee to perform the essential functions of the employee's position, the supervisor may require the employee to provide a physician's statement certifying that the employee is capable of performing the defined essential functions. The City may require the employee to be examined by a physician of the City's choosing for a "fitness for duty" examination. Failure to attend a "fitness for duty" examination will lead to disciplinary action, up to and including termination. The City will pay the full cost of the "fitness for duty" examination. The time spent taking the examination will be considered work time and will not be charged against the employee's vacation or sick leave. Records and/or reports of such examination will be maintained separately from the employee's 201 file. The City will keep the results of examinations confidential and will maintain medical information in a locked cabinet separate and apart from the 201 file[sa1].

I. For the purpose of computing sick leave, a workday shall be considered equal to .38461 percent of the number of working or duty hours in the established work year for each employee.

J. Non-Job Related Injury or Illness

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~~In the event that an employee becomes sick or is injured during paid time off for vacation, with proper medical documentation, the time may be charged to accrued sick leave.~~

Forms: Leave of Absence Form

1-50-~~030.20~~031. DEPENDENT SICK LEAVE

Benefit Eligible Employees are eligible to use paid time off for dependent sick leave when work time is missed due to their dependent's injury and/or illness.

A. ELIGIBILITY

1. Benefit Eligible Employee~~s~~ may use accrued sick leave hours ~~for~~ to care for the employee's Dependents' injury and/or illness.

~~A.~~2. ~~In the case of dependent sick leave w~~When employees are capable of performing Light Duty while caring for their Dependents, they shall advise their immediate supervisor, Section Head or Division Director who may make arrangements, provided Light Duty is available.

3. Employees may use dependent sick leave in fifteen (15) minute increments.

B. PROCEDURE

~~A.All benefit eligible employees will be allowed to utilize earned sick leave to care for dependents in the case of an emergency situation or a serious health condition that has resulted in an extended medical illness or injury.~~

1. ~~To receive compensation for~~Employees may request dependent sick ~~leave, employees shall~~ leave by notifying ~~their~~ the employee's immediate supervisor, Section Head, or Division Director one hour prior ~~to, or within two hours after, the~~to the ~~time set for~~ beginning of their ~~daily routine~~scheduled work shift.

~~2.All shift work personnel shall be required to make notification one hour prior to start of their shift.~~

2. In cases when the immediate supervisor cannot be reached, notice shall be given to the next level of supervision.

3. An employee shall submit a leave of absence form to the immediate supervisor to record the~~ir~~ employee's leave through the City's payroll procedures.

~~3.~~4. The immediate supervisor, Section Head, Division Director, Human Resources Director or designee, may require ~~a~~ medical certification to document the illness and/or injury of the employee's Dependent~~s~~ when an employee's absence is negatively impacting the efficiency or effectiveness of the program or the employee is suspected of abusing dependent sick leave.

~~Dependents shall consist of the employee's parents, spouse or domestic partner, dependent children, step- children, domestic partner's dependent child(ren) and anyone else petitioned by the employee to the Human Resources Director through his/her immediate supervisor, Section Head and Division Director.~~

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees will be required to provide their immediate supervisor with medical certification of illness and/or injury for any use of dependent sick leave after submitting a notice of resignation. The employee must work the last day of the notice period.
2. Dependent sick leave is part of an employee's sick leave accrual and paid out in accordance with the Sick Leave policy.

Forms: Leave of Absence Form

1-50-~~030.30~~032 PERSONAL LEAVE

Benefit Eligible Employees are eligible to use paid time off for personal leave when work time is missed due to personal reasons.

A. ELIGIBILITY

1. ~~All b~~Benefit ~~e~~Eligible ~~e~~Employees ~~will be allowed to~~may use up to ~~one~~two (~~1~~2) ~~w~~Working ~~d~~Days of accrued sick leave per calendar year for matters of personal business.
2. Personal Leave is accrued on a pro-rated basis for Part-Time Benefit Eligible Employees by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.
3. Employees may use personal leave in fifteen (15) minute increments.

B. PROCEDURE

1. ~~To receive compensation for personal leave, the e~~Employees ~~shall~~ may request personal leave by notifying ~~his/her~~the employee's immediate supervisor one hour prior to~~, or within two hour(s) after,~~ the ~~time set for~~ beginning of their ~~daily routine~~scheduled work shift.

~~1.~~2. In cases when the immediate supervisor cannot be reached, notice shall be given to the next level of supervision.

~~1.~~3. An employee shall submit a leave of absence form to the immediate supervisor to record their leave through the City's payroll procedures

~~1.~~

~~5. All shift work personnel shall be required to make notification one hour prior to the start of their shift.~~

~~2.~~5. Personal leave cannot be accumulated or carried over into another calendar year.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

~~3.~~1. Employees ~~will not be allowed to~~may take personal leave after submitting a notice of resignation with the approval of the immediate supervisor, but must work the last day of the notice period.

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~~3.~~2. Personal leave is part of an employee's sick leave accrual and paid out in accordance with section C.2. of the Sick Leave policy.

Forms: Leave of Absence Form

1-50-033. PURCHASE DAY PROGRAM

Benefit Eligible Employees may purchase additional paid time off by participating in the purchase day program.

A. DEFINITIONS

1. "Purchase Days" are paid time off the employee may purchase through a pre-tax payroll deduction. A Purchase Day is equal to one (1) Working Day.

B. ELIGIBILITY

1. A Full-Time Benefit Eligible Employee may purchase up to ten (10) Purchase Days per fiscal year after completing six (6) months of continuous service, if a timely request is submitted.

2. Employees may not purchase partial Purchase Days.

3. Employees may use Purchase Days in fifteen (15) minute increments.

C. PROCEDURE

1. Employees must submit a request to participate between May 1st and May 31st in order to be eligible to participate the following fiscal year. Employees must re-elect each fiscal year to participate in the purchase day program.

2. The Benefit Eligible Employee may request to participate in the purchase day program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee and City Manager or designee.

3. Human Resources will notify the employee of the final approval and the cost of the paid time off the employee wishes to purchase. The cost is based on the employee's current hourly rate of pay times the number of Purchase Days at the time of the request. The total purchase amount is then divided by twenty-four (24) pay periods over the fiscal year.

   a. In the event the employee's salary or hourly rate changes during the fiscal year, the cost of the Purchase Days shall not be adjusted.

   b. The cost may not jeopardize an employee's minimum wage earnings.

4. The deductions will be pre-tax from the employee's paycheck per Section 125 under the Internal Revenue Service code. The pre-tax election may not be changed during the fiscal year. When the Purchase Day (or approved increments) are used, the cost will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.

5. Purchase Days must be used within the fiscal year by June 30th or they will be forfeited.

6. Employees wishing to utilize Purchase Days must request and obtain approval in advance. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program, and may deny use of Purchase Days if not requested sufficient time in advance.

7. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's Purchase Day leave through the City's payroll procedures.

8. Purchase Days are paid at the employee's regular pay rate excluding any type of additional pay.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees who leave City service will receive a refund for any Purchase Days not used, which will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.

2. Employees who leave City service and who have used Purchase Days not yet paid for will pay for the amount owed from their last paycheck. The last paycheck will show the cost deducted. Any balance not deducted from the employee's last paycheck will be paid to the City within six (6) months after leaving the City's employment. After six (6) months, any unpaid balances will be forwarded to collection and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

Form(s): Purchase Day Program Request Form

1-50-040. BEREAVEMENT LEAVE

Benefit Eligible Employees are eligible for paid time off for bereavement leave in the event of the death of an ~~employee's~~ immediate family member.

A. DEFINITIONS

~~A.Benefit eligible employees may be granted bereavement leave (whether they are on probation or not) in the event of the death of a member of an employee's immediate family~~.

~~B.~~1.~~The City of Flagstaff defines~~ "i"Immediate ~~f~~Family~~'~~ ~~as shall consist of~~ Members" are the employee's spouse or Domestic Partner; ~~,~~and any of their ~~-~~parents, child~~(~~ren~~)~~, step-child~~(~~ren~~)~~, brother~~(~~s~~)~~ or sister~~(~~s~~)~~, grandparent~~(~~s~~)~~, and grandchild~~(~~ren~~)~~ and any other similar close relationship if approved upon petition by the employee to the Human

Resources Director through the employee's immediate supervisor, Section Head and Division Director., brothers, sisters, or the employee's spouse's or domestic partner's parent, child, brother, sister, grandparents, grandchildren, brother, sister. and the employee's child's spouse,immediate family members or other family members as petitioned. An Immediate Family Member may include a person approved upon special petition.2. An employee may petition for Sspecial consideration will also to be given to any other person whose association with the employee is similar to any of the above relationships.

A.B. ELIGIBILITY

1. Benefit Eligible Employees may receive up to five (5) Working Days of bereavement leave for an Immediate Family Member's death, subject to City operational needs as determined by the immediate supervisor.

A.2. Bereavement leave will be pro-rated for Part-Time Benefit Eligible Employees by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.

1.3. Non-Tenured and Temporary Employees may receive up to five (5) Working Days of unpaid time off for bereavement.

C. PROCEDURE

1. An employee may petition his immediate supervisor to allow bereavement leave for any person whose relationship to the employee, spouse or domestic partner was similar to an Immediate Family Member.

A.2. If an employee wishes to take time off due to the death of an Immediate Family Member, the employee should notify his or her supervisor immediately.

D.3.A Leave Request form must be submitted to the employee'sAn employee shall submit a Leave of Absence Form to the immediate supervisor, Section Head and Division Director substantiating the need for bereavement leave to record the employee's bereavement leave through the City's payroll procedures.

E.4.For each occurrence, up to five (5) wWorking dDays of bereavement leave may be granted for an immediate family member's death in the absence of unusual operating requirements. A working day shall be considered equal to 0.38461 percent of the number of working or duty hours in the established work year for each employee.

1-50-050. MATERNITY LEAVEFAMILY MEDICAL LEAVE

I.PURPOSE

The Family and Medical Leave Act of 1993 (FMLA) and subsequent amendments as amended provides eligible employees with up to 12 work weeks of job protected unpaid leave in a single 12twelve (12) month period for the birth or adoption of a child; care of a child, spouse, or parent who has a serious medical condition; or the employee's own serious health condition; or to take care of military related "qualifying exigencies" of a family member. The Act requires health benefits to be maintained during the leave of absence for a qualifying event. A covered

employer is required to maintain group health insurance coverage, including family coverage if premiums are paid, for an employee on Family and Medical Leave on the same terms as if the employee continued working.

The Family Medical Leave Act was amended in 2009 to include Military Caregiver Leave which also provides eligible employees a one-time entitlement with up to twenty-six (26) workweeks of job protected unpaid leave in a single 12-month period, including traditional FMLA leave, to care for a covered member of the Armed Forces or covered veteran with a serious injury or illness. An employer is not required to provide in excess of twenty-six (26) workweeks unpaid job protected leave within a 12-month period, regardless of the type of FMLA leave taken, and leave for a "qualifying exigency" which provides eligible employees twelve (12) workweeks in a single twelve-month period. to care for a member of the Armed Forces, National Guard, or Reserves who suffers from an injury or illness incurred during active duty that may render the service member unfit to perform the duties of office, rank, or rating. The member must be undergoing medical treatment, recuperation, or therapy; in outpatient status, or on the temporary disability retired list as a result of the serious injury or illness. This provision also extends FMLA protection to additional family members (i.e., next of kin).

The Family Medical Leave Act was amended in 2009 to also include Leave for a "Qualifying Exigency" which provides eligible employees 12 workweeks in a 12-month period to manage affairs while the service member is on active duty in support of a contingency operation. Employees may use FMLA leave for short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling, rest and recuperation; post-deployment activities; and additional activities not encompassed in the other categories, but agreed to by the employer and employee.

2. SCOPE

9.A. DEFINITIONS

1. "Covered Active Duty" means duty during deployment of the Armed Forces, National Guard or Reserves member to a foreign country, including deployment to international waters.

10.2. "Covered Service Member" is a current member of the Armed Forces, (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness.

1.3. "Covered Veteran" is a veteran of the Armed Forces (including a member of the National Guard or Reserves) who is discharged within the 5-year period before the family member first takes Military Caregiver Leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a Veteran Serious Injury or Illness. A veteran who was dishonorably discharged is not a Covered Service Member.

4. 1. "FMLA Eligible Employee" means an employee who meets all of the following conditions:

a. Benefit Eligible Employee who has worked for the City of Flagstaff for at least twelve (12) months, which need not be consecutive; and

b. The employee has worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) months prior to the start of FMLA leave. Regular and overtime hours are counted as hours worked; however, any type of paid or unpaid leave hours are excluded.

5. "Health Care Provider" is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices or any other person determined by the U.S. Secretary of Labor to be capable of providing health care services, or any health care provider who is accepted by the City's group health plan including clinical social workers.

6. 2. "In Loco Parentis" is a person who helped raise and had~~s~~ day-to-day responsibilities to care for and financially support the employee as a child, assuming the role of a parent ~~without going through the formalities necessary to legal adoption~~.

7. 3. "Intermittent Leave" is taking leave in separate blocks of time. ~~for a single qualifying reason~~.

8. 4.. "Key Employee" is defined as a salaried, FMLA ~~e~~Eligible E~~e~~mployee who is among the highest paid ten (10) percent of all the employees working for the employer within seventy-five (75) miles of the employee's worksite.

~~Military Caregiver Leave applies to a spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.~~

9. "Military Caregiver Leave" means FMLA leave taken to care for a Covered Service Member or Covered Veteran with a Serious Illness or Injury.

10. "Next of Kin of a Covered Veteran" is the nearest blood relative, other than the veteran's spouse, Parent, Son or Daughter, designated in writing by the veteran or in the order of priority set forth in FMLA regulations.

11. ~~6.~~ "Parent" means a biological, adoptive step or foster father or mother, or any other individual who stood in L~~l~~oco P~~p~~arentis to the employee when the employee was a child ~~son or daughter~~. This term does not include parents "in law".

~~7. Qualifying Exigency leave means the eligible employee's spouse, son, daughter or parent is on active duty in the National Guard or Reserves, or has been notified of an impending call or order to active duty in the National Guard or Reserves, in support of a contingency operation.~~

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12. "Qualifying E~~e~~xigency" is a need for an employee to take care of certain matters arising out of the fact that the employee's spouse, Son or Daughter, or Parent is a Covered Service Member on Covered Active Duty (military deployment to a foreign country) and includes (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) care of the military member's parent who is incable of self-care, ~~(4)~~ (5) financial and legal arrangements, ~~(5)~~ (6) counseling, (7~~6~~) up to fifteen (15) days rest and recuperation, (8~~7~~) post-deployment activities, (~~8~~9) additional activities not encompassed in the other categories, but agreed to by the employer and employee.

13. "Qualifying Exigency Leave" means leave taken by a FMLA Eligible Employee as a result of a Qualifying Exigency.

14~~8~~. "Qualifying Reasons" are ~~for FMLA are one or more of the following reasons~~:

a. for the birth of a Son or Daughter and to care for a newborn child within one year of birth;

b. for the placement with the employee of a child for adoption or foster care, or to care for a newly placed child within one year of placement;

c. to care for ~~an immediate family member~~ (the employee's spouse, ~~child,~~ Son or Daughter, or Parent, but not a "parent-in-law, and in addition Domestic Partner per City policy~~") with~~ who has a Serious Health Condition;

d. when the employee is unable to work because of a Serious Health Condition that prohibits the employee from performing any of the essential functions of the job; or

e. any Qualifying Exigency arising out of the fact that the employee's spouse, Son~~,~~ or Daughter, or Parent is a Covered ~~military~~ Service Member on Covered Active Duty. ~~"covered active duty"; or~~

f. ~~to care for a covered service member with a serious injury or illness, if the eligible employee is the service member's spouse, son, daughter, parent or next of kin (military caregiver leave).~~

15. ~~9~~. "Reduced Scheduled" is ~~decreasing~~ a reduced number of hours in the employee's usual weekly or daily work schedule.

16. ~~10~~. "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either:

a. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such impatient care; or

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b. Continuing treatment by a health care provider, which includes a period of incapacity lasting more than fourteen (14) consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also includes:

i. Treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits) the first within seven (7) days and both within thirty (30) days of the first day of incapacity; or

ii. Treatment by a health care provider (i.e., an in-person visit) within seven (7) days of the first day of incapacity with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or

ii. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

iii. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

iv. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

v. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days it not treated.

17. "Serious Injury or Illness" is:

a. One that was incurred by a Covered Service Member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating; or

b. One that was incurred by a Covered Veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, regardless of when such injury or illness became manifested, and that is either:

i. A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating; or

ii. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Raring (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; or

iii. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or

iv. An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

~~Service Member iscurrent member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.~~

18. "Son or Daughter" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. Incapable of self-care because of mental or physical disability requires active assistance or supervision to provide daily self-care in three or more activities of daily living or instrumental activities of daily living.

19. "Twelve Month Period" is defined as a rolling twelve (12) month period measured backward from the date an employee uses any ~~family and medical~~ FMLA leave.

B. ELIGIBILITY

~~1. In order to be considered an eligible employee for family and medical leave the employee must meet all of the following conditions:~~

~~Benefit eligible employee who has worked for the City of Flagstaff for at least twelve (12) months, which need not be consecutive; and~~

~~The employee has worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) months prior to the start of FMLA leave. Regular and overtime hours are counted as hours worked; however, any type of paid or unpaid leave hours are excluded.~~

1. A FMLA Eligible Employee may take unpaid, job-protected leave for any Qualifying Reason, for up to twelve (12) workweeks within a 12-month period.

2. A FMLA Eligible Employee who is the spouse, Domestic Partner, Son or Daughter, Parent, or Next of Kin of a Covered Veteran with a Serious Injury or Illness may take unpaid, job-protected leave, for up to twenty-six (26) workweeks within a 12-month period to provide care for the veteran.

3. A FMLA Eligible Employee who is the spouse, Domestic Partner, Son or Daughter, Parent, or Next of Kin of a Covered Service Member with a Serious Injury or Illness may

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take unpaid, job-protected leave for up to twenty-six (26) weeks within a 12-month period to care for the Covered Service Member.

4. A FMLA Eligible Employee is limited to a combined twenty-six (26) weeks of unpaid, job-protected leave in any 12-month period, regardless of whether leave is taken for a Qualifying Reason or as Military Caregiver Leave.

~~2.~~ 5. FMLA leave may be taken intermittently or on a Reduced Schedule. When FMLA leave is taken intermittently or on a Reduced Schedule, only the amount of leave actually taken will be counted against an employee's FMLA leave entitlement. ~~When FMLA leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation. When leave is needed for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the immediate supervisor's approval.~~

6~~3~~. Spouses or Domestic Partners both employed by the City of Flagstaff may be limited to a combined total of twelve (12) workweeks of FMLA for the following reasons:

a. for the birth and care of a child;

b. for the placement of a child for adoption or foster care, and to care for a newly placed child; and

c. to care for an employee's parent who has a Serious Health Condition.

7. A Parent is entitled to take FMLA leave to care for a Son or Daughter eighteen (18) years of age or older, if the adult Son or Daughter:

a. has a disability as defined by the Americans with Disabilities Act;

b. is incapable of self-care due to that disability;

c. has a Serious Health Condition; and

d. is in need of care due to the Serious Health Condition.

8. FMLA leave may be taken in 15 minute increments.

9. Under FMLA a Key Employee may be exempt from reinstatement to their current or equivalent position. For determination contact the Human Resources Director or designee.

10. FMLA Eligible employees may use any accrued leave during FMLA leave ~~or may take leave without pay~~ instead of taking unpaid leave. Donated leave may be requested during FMLA leave per Section 1-50-100 when all accrued leave has been exhausted. Sick Industrial and Workers' Compensation may be substituted for paid leave when applicable per Article 1-80.

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11. Employees who are not eligible for FMLA leave or who have exhausted FMLA may be eligible for a Leave of Absence per Section 1-50-080 or a Leave Without Pay per Section 1-50-081.

An eligible employee may take up to a total of 12 workweeks or 26 workweeks of unpaid leave in a 12-month period for one or more of the following reasons:

A. for the birth of a son or daughter and to care for the newborn child;

B. for the placement with the employee of a child for adoption or foster care, or to care for a newly placed child;

C. to care for an immediate family member (spouse, child, or parent, but not a "parent-in-law") with a serious health condition;

D.when the employee is unable to work because of a serious health condition that prohibits him or her from performing the essential functions of the job;

E. to care for a service member who has been injured in the line of duty; and

F. to manage affairs while a service member of the National Guard or Reserves is on active duty in support of a contingency operation.

The 12-month period is defined as a rolling twelve (12) month period measured backward from the date an employee uses any Family and Medical Leave.

3. DEFINITIONS:

"Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such impatient care; or

- Continuing treatment by a health care provider, which includes:

(1) A period of incapacity lasting more than fourteen consecutive, full calendar days, and any subsequent treatment of period of incapacity relating to the same condition, that also includes:

- Treatment two or more times by or under the supervision of a health care provider;
- One treatment by a health care provider with a continuing regimen of treatment; or

(2) Any period of incapacity related to pregnancy or for prenatal care; or

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(3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visit (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity; or

(4)A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

(5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days it not treated.

3. EMPLOYEE ELIGIBILITY

Benefit-eligible employees who have worked for the City of Flagstaff for at least 12 months (the 12 months need not be consecutive) **and** have worked at least 1250 hours during the 12 months prior to the start of FMLA leave are eligible. Regular and overtime hours are counted as hours worked towards the 1250-hour requirement, however, paid vacation, sick leave, holidays, or any type of unpaid leave hours are excluded.

Under FMLA some key management employees may be exempt from reinstatement to their current or equivalent position. For determination, contact the Human Resources Director.

Spouses both employed by the City of Flagstaff may be limited to a combined total of 12 workweeks of FMLA for the following reasons:

a.for the birth and care of a child;

b.for the placement of a child for adoption or foster care, and to care for a newly placed child;

C. to care for an employee's parent who has a serious health condition;

C.4. NOTIFICATION TO EMPLOYERPROCEDURE

1.A. Planned AbsenceWhen a FMLA Eligible eEmployees knows in advance they that he or she will be off work for more than fourteen (14) calendar days (such as childbirth, adoption, or planned medical treatment)for a Qualifying Reason or for Military Care Giver Leave, a Family and Medical Leave Request Form, including medical the appropriate certification of a qualifying event, must be submitted to Human Resourceswithin thirty (30) calendar days prior to the event. Human Resources will have five (5) working days from notification to designate leave, paid or unpaid, as FMLA-qualifying and notify the immediate supervisor. A request for a Personnel Action Form (PAF) will be requested for final processing.

2. When FMLA leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

3. When leave is needed for birth and care, or placement for adoption or foster care, use of Intermittent leave is subject to the immediate supervisor's approval.

4.B. Unplanned Absence4. When the need to take FMLA leave is not foreseeable, the employee must provide at minimum (1) one working day of verbal notice to the immediate supervisor, followed by submission of an Family and Medical LeaveA rRequest Form within three (3) working days. However, the employee has fifteen (15) calendar days to provide medical the appropriate certification. of the qualifying event. Human Resources will have five (5) working days from notification to designate leave, paid or unpaid, as FMLA-qualifying, pending receipt of medical certification. A request for a Personnel Action Form (PAF) will be requested for final processing.

5.C. Medical CertificationAll FMLA requests shall be supported by the appropriate documentation., other than a Qualifying Exigency leave,

a. All FMLA requests, other than a Qualifying Exigency Leave and Military Caregiver Leave, must be supported by medical certification from a hHealth cCare pProvider or a state or federal child placement agency. The term "health care" provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices or any other person determined by the U.S. Secretary of Labor to be capable of providing health care services, or any health care provider who is accepted by the City's group health plan including clinical social workers.

The medical certification will be used to determine if the request for absence qualifies as a "serious health condition."

Should the City have reason to doubt the validity of the statement provided by the physician, the City may require (at the City's expense) that the eligible employee obtain a second opinion from a physician designated or approved by the City.

b.D. Qualifying Exigency LeaveAll FMLA requests for Qualifying Exigency Leaves must be supported by completion of a certification explaining specific frequency or duration of the leave neededQualifying Exigency Leave requests must be supported by a copy of the cCovered military Service mMember's active duty orders and certification providing the appropriate facts related to the particular Qqualifying Eexigency for which leave is sought, including contact information if the leave involves meeting with a third party.

c. Military Caregiver Leave requests must be supported by a certification completed by an authorized Health Care Provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the Ccovered Sservice Mmember's or Covered Veteran's family.

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d. All certifications will be authenticated or clarified by Human Resources, not the employee's immediate supervisor, and used to determine if the request for absence is supported.~~a Qualifying Reason~~.

e. Human Resources may contact the individual or entity named in a certification for purposes of verifying the statement provided. In cases when the City has reason to doubt the statement provided by a Health Care Provider, the City may require at their own expense a second opinion from a physician designated or approved by the City.

6. Human Resources will designate leave as FMLA qualifying within five (5) days of receiving the Family and Medical Leave Request Form and appropriate documentation.

7. Human Resources will notify the supervisor of the FMLA leave and request a Personnel Action Form (PAF) is completed.

8. An employee shall submit a leave of absence form to the immediate supervisor to record paid leave through the City's payroll procedures.

9. Paid time off, sick industrial and or workers compensation benefits, and short term disability will run concurrently with FMLA leave.

~~**5. LEAVE ENTITLEMENT/ELIGIBLITY**~~

~~**A. Full-time FMLA Leave**~~

~~Employees may choose to use accrued vacation, sick leave, dependent sick leave (if leave is to care for child(ren), spouse, and/or parent), compensatory time, floating holiday, or holiday compensatory time during their absence while on FMLA, or may take leave without pay. If the leave is due to an emergency situation or an extended illness or injury, donated leave may be requested when all paid leave has been exhausted (per Employee Handbook Policy 1-50-100). Sick Industrial Leave or Workers' Comp may be substituted for paid leave when applicable.~~

~~**B. Intermittent/Reduced Schedule Leave**~~

~~Employees may take FMLA on an intermittent basis or work a reduced schedule under the following circumstances:~~

~~1. when medically necessary to care for a seriously ill family member or because of the employee's serious health condition;~~

~~2. to care for a newborn or newly placed adopted or foster child only with the supervisor's approval. The entitlement to leave for the birth or placement of a child shall expire at the end of a 12-month period beginning on the date of such birth or placement.~~

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3. Only the amount of leave actually taken while on an intermittent/reduced schedule will be charged as FMLA leave. (Example: An employee whose work schedule has been reduced from 40 to 20 hours per week, will be charged FMLA leave for any hours taken during their scheduled work period.)
4. Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their employers to schedule the leave so as not to unduly disrupt the employer's operations, subject to the approval of the employee's health care provider. In such cases, the employer may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodates recurring periods of leave better than the employee's regular job.

c.Leave of Absence

When employees have exhausted the authorized 12 weeks of FMLA and need to continue their absence, they must complete a Leave of Absence request form five (5) working days prior to the end of the FMLA to allow sufficient time for approval by the Supervisor, Section Head and Division Head.

While on leave, employees must use earned vacation, sick leave, dependent sick leave (if leave is to care for child(ren), spouse and/or parent, compensatory time, floating holiday or holiday compensatory time during their absence. If the leave is due to an emergency situation or an extended illness or injury, donated leave may be requested when all paid leave has been exhausted (per Employee Handbook Policy 1-50-100). Donated leave may only be requested once per event.

D. Leave Without Pay

When employees have exhausted the authorized 12 weeks of FMLA and all earned vacation, sick leave, dependent sick leave, compensatory time, floating holiday or holiday compensatory time, they may request Leave Without Pay. Leave may be granted by the Division Head for up to two (2) weeks per calendar year. If the request is for a longer period of time, it must be approved by the Division Head, Department Head, Human Resources Director and the City Manager or Designee. Leave Without Pay *may* be granted for a maximum of twelve (12) months (per Employee Handbook Policy 1-50-080).

Employees on Leave Without Pay are not eligible to earn vacation or sick leave. A new merit review date will be established by delaying the previous merit date by the number of days the employee was on leave.

If you are on Leave Without Pay, you will not be eligible to continue group health benefits provided by the City and coverage will cease at the end of the month. If you wish to continue your group coverage, you must elect COBRA.

6. D. RETURN TO WORK

1. An eEmployees must communicate with Human Resources and their employee's immediate supervisors regarding their employee's intent to return to work before returning to work. An employee will return to the employee's former position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

2. If the FMLA leave was for an employee's own health condition, a full release statement from a physician, certifying that the employee can perform all the essential functions of the position with or without a reasonable accommodation, shall be submitted to Human Resources prior to returning to work. An employee may not return to work without providing the appropriate documentation.

3. Human Resources will notify the supervisor of the return from FMLA leave and request a Personnel Action Form (PAF) is completed.

4. If the employee's position is required to have a Ffitness for Dduty Eexam completed before returning to work, Human Resources will schedule the exam upon receipt of the employee's release to work. The employee will not be scheduled to regular duty until they have successfully passed all fitness for duty exams as required for their position. The examination will relate to the employee's ability to perform the essential functions of the employee's job.

When an employee returns to work, the Division will initiate a Personnel Action Form (PAF) indicating the effective date of the employee' return. An employee will return to his/her former position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

If the leave was for an employee's own health condition, a full release statement from a physician, certifying that the employee can perform all the essential functions of the position with or without a reasonable accommodation, is required prior to returning to work. The return to work notice must be submitted to Human Resources. An employee may be subject to a fitness-for-duty physical before being allowed to return-to-work. The examination must relate to the employee's ability to perform the essential functions of his/her job. A request for a Personnel Action Form will be requested for final processing.

Under limited circumstances where restoration employment will cause "substantial and grievous economic injury" to its operations, the City may refuse to reinstate certain highly-paid, salaried "key" employees. The Human Resources Director will notify the employee in writing of his/her status as a "key" employee, the reasons for denying job restoration, and provide the employee a reasonable opportunity to return to work after notifying the employee.

7.D.EFFECTS ON GROUP BENEFITS WHILE ON FMLAE. EFFECTS OF LEAVE ON BENEFITS

1.A. Group Health InsuranceThe City shall maintain group benefit coverage under any "group health plan" for the duration of such the FMLA leave at the level and under the

conditions coverage would have been provided if the Benefit Eligible eEmployee had been employed continuously for the duration of the FMLA leave.

If the employee elects to continue dependent health coverage, the City will continue paying the subsidy, and the employee will be required to pay his/her portion of the premium regardless if they are on paid or unpaid leave. If the employee elects to discontinue dependent health care coverage while on FMLA, dependents may be re-enrolled upon the employee's return to work, at which time the employee must complete a new enrollment form to elect dependent coverage.the month

B.2. Basic Life and AD&D, Occupation BenefitThe City shall maintain coverage of the group life insurance provided to benefit eligible employees will be maintained for the duration of the FMLA leaveand continued at the City's expense, unless the group plan is terminated by the City.

3. If you haveThe Benefit Eligible Employee may elect to continue dependent health and or Bbasic Llife insurance coverage,. The Benefit Eligible Employee will be required to pay the employee's portion of the premium, regardless if the employee is on paid or unpaid leave.you may elect to continue coverage through payroll deduction while on paid leave during FMLA. If the Benefit Eligible eEmployee is not using paid time during FMLA, they mayelects to discontinue the dependent health or basic life insurance coverage while on FMLA, dependents may be re-enrolled upon the employee's return to work. The Benefit Eligible Employee must complete re-enrollment form(s) within thirty-one (31) days of returning to work to elect dependent coverage. The coverage will be reinstated the first day of the month following the completion of the appropriate form(s), if a timely request is submitted. and reinstate it upon returning to work or at the end of the 12 weeks of FMLA, whichever comes first. Employees may also have the option choose to convert the Bbasic Llife insurance coverage while on FMLA leave by completing the appropriate paperwork.

4.C. Voluntary Life InsuranceAn Benefit Eligible eEmployee who has purchased voluntary life insurance and or short term disability may elect to continue the coverage through payroll deduction while on paid leave during FMLA leave. The Benefit Eligible Employee will be required to pay the employee's premium, regardless if the employee is on paid or unpaid leave., or If the Benefit Eligible Employeemay elects to discontinue the voluntary life insurance coverage while on FMLA leave, andand the employee may reinstate it the coverage upon returning to work. or at the end of 12 weeks of FMLA, whichever comes first. The Benefit Eligible Employee must complete re-enrollment form(s) within thirty-one (31) days of returning to work to re-elect coverage. The coverage will be reinstated the first day of the month following the completion of the appropriate form(s), if a timely request is submitted. Benefit Eligible Employees may also choose to port or convert the voluntary life coverage while on unpaid FMLA leave by completing the appropriate paperwork. Please note that portability is only available for a non-medical leave.

5. D. Vacation and Sick LeaveA Benefit Eligible Employee will not earn accrue vacation and sickor City Hany leave while on unpaid FMLA leave.

6.~~E.~~ Retirement Service credits do not accrue during any period of unpaid FMLA leave ~~without pay~~ but will commence upon the employee's return to work. An active member may obtain service credit for up to a one year period when on an approved unpaid leave of absence from employment through the Arizona State Retirement System ~~or the Public Safety Retirement System~~. The purchase is subject to the one-year limitation on the amount of service that may be ~~earned~~ accrued in a fiscal year. ~~(ARS § 38-739), (ARS § 38-849 C)~~

7.~~F.~~ Continuous Service dates for continuous service, ~~vacation~~ accrual rates, seniority, and general pay adjustments will include FMLA leave (paid or unpaid) as creditable service, providing the employee returns to work on the first work day following the end of the authorized FMLA leave.

~~G~~F~~E~~. TERMINATION OF EMPLOYMENT

An employee will be considered to have voluntarily terminated employment if the employee:

1. Fails to return to work upon expiration of the period of leave to which the employee was entitled and has not requested an extended leave of absence or if the extended leave of absence is denied and the employee does not return to work.

2. Advises the City of ~~his/her~~the employee's inten~~tion~~ not to return to work.

3. Refuses comparable reemployment to an equivalent job~~, which means virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions~~ as defined by applicable law.

Links: U.S. Department of Labor
U.S. Department of Labor – FMLA Employee Guide
U.S. Department of Labor – FMLA FAQs
Arizona Revised Statute Section 38-739
Arizona Revised Statute Section 38-849 C

1-50-~~065~~060. MILITARY LEAVE

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted a leave of absence for military service, training or related obligations in accordance with applicable state and federal law. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position ~~he or she~~the employee held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform. ~~Furthermore,~~ The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and state law prohibit discrimination and retaliation based on a person's membership

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or service (voluntary or involuntary) in the uniformed services with regard to any aspect of employment.

A. In compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), employees and/or applicants for employment will not be discriminated against with respect to hiring, reemployment, retention, promotion, or any other benefit of employment because of past or present military service obligation, or future application for or membership in a uniformed service.

B.

A. ELIGIBLITY

1. All regular classified Non-Exempt and Eexempt tenure eligible, tenured and exempt employees are eligible for an unpaid leave of absence to perform military service under the provisions of USERRA.
2. Some temporary employees may be eligible for such leave if the military service falls within a previously designated period of employment.

B. PROCEDURE

1. An employee, who is issued orders by a recognized military authority, shall provide notice to their employee's Department Headimmediate supervisor as soon as possible after receiving such ordersmilitary orders unless precluded by military necessity. If feasible, this notice should be in writing and accompanied by any military orders that the employee has received.

2.C. An employee may elect to use their earned accrued floating holiday, personal day, vacation leave, compensatory time,leave except sick and dependent sick and/or any portion of the paid Military Training Leave thirty (30) days of leave for military training (refer toper Section 1-50-060061) during periods of absence for military service leave or may take leave without pay. by submitting a leave request form and military orders to their immediate supervisor prior to commencing leave.

3. An employee shall submit a Leave of Absence Form to the immediate supervisor to record their employee's military leave through the City's payroll procedures.
4. The supervisor shall submit a Personnel Action Form (PAF) for the beginning and ending of the military leave.

C. RETURN TO WORK

1.4. Employees entering military duty shall be permitted to return to employment with all seniority, service credits, status, benefits, and pay the employee would have enjoyed had the employee not been absent, subject to the following conditions:

a. The employee must be absent from their his or her employment position due to

service in the uniformed services as defined by USERRA.

b. The employee must provide advance notice of the service to the City. The employee should make every effort to give notice of impending military service as far in advance as reasonable under the following circumstances:

i. The notice may be provided by the employee or an appropriate officer from the employee's branch of service.

ii. The notice may be verbal or in writing.

c. The employee on military leave retains for up to five (5) years his or her right to reemployment to the position he or she would have attained by remaining continuously employed.

d. The employee must return to work or apply for reemployment in a timely manner after conclusion of service, as defined below:

i. For military leave of absence of less than thirty-one (31) days, the employee must return to work on the next regular business day after discharge, his or her safe transportation home and a break of at least eight (8) hours;

ii. If the period of unpaid leave is greater than thirty (30) days but less than one hundred and eighty (180) days, the employee must provide written notification of his or her availability to return to work within fourteen (14) days after discharge; and

iii. If unpaid leave is greater than one hundred and eighty (180) days, the employee has ninety (90) days after discharge to provide written notification of his or her intention to return to work.

iv. Employees who are hospitalized or recovering from injuries caused by active duty may have up to two (2) years to return to work, as prescribed under applicable provisions of USERRA.

e. The employee must have been separated from service with an honorable discharge.

2.~~5.~~ An employee who does not comply with the return to work requirements may forfeit his or her reemployment rights pursuant to federal law and the City's established policies and procedures on returning from a leave of absence.

3.~~6.~~ Upon release from military service, the employee will be returned to City employment as follows:

a. To his or her former position. If the employee's job is of such a nature that it must be permanently filled, the City will attempt to return the employee to a comparable position, with all the rights and benefits the employee enjoyed before leave was taken. If no such position is available upon return, the City will offer the employee the first comparable position that becomes available. In the event the employee

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does not qualify for a comparable position, the City will provide reasonable efforts to qualify the individual.

b. The City will make reasonable efforts to accommodate person with a disability incurred or aggravated during military service.

i. If, despite reasonable accommodation efforts, the person is not qualified for the position due to his or her disability, the person must be employed in a vacant position of equivalent seniority, status, and pay, so long as the employee is qualified to perform the duties of the position or could become qualified to perform them with reasonable efforts by the City.

ii. If the person does not become qualified for the position, the City will reemploy the person in another vacant position he or she is qualified to perform and which is the "nearest approximation" of the position to which the person is otherwise entitled, in terms of status and pay, with full seniority.

4.~~7.~~ If an employee was eligible to take a promotional exam and missed it while performing military service, the City will provide the employee with an opportunity to take the missed promotional exam after a reasonable amount of time to adjust to reemployment. The following factors will be taken into account when determining what a reasonable amount of time is:

a. The length of time the returning employee was absent from work.

b. The level of difficulty of the promotional exam.

c. The typical time necessary to prepare or study for the exam.

d. The duties and responsibilities of the reemployment position and the promotional position.

e. The nature and responsibilities of the service member while serving in the uniformed service.

D~~B~~. EFFECTS OF LEAVE ON BENEFITS

1. Employees on military leave may elect to continue group benefit coverage for the employee and the employee's dependent's up to twenty-four (24) months of unpaid leave per USERRA, even if the employee is participating in the military health benefits coverage. The City's health plan must be the primary insurer when such dual coverage exists.

a. If unpaid military leave is less than thirty-one (31) days, the employee will pay the same share for coverage as any active employee.

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b. If unpaid military leave exceeds thirty (30) days, the employee will be offered COBRA and must pay the entire cost of coverage plus a two (2) percent administrative fee. This extended coverage may be terminated if the employee does not make timely payments or does not return to work after military service.

c. The employee may choose to port or convert life insurance coverage while on unpaid military leave by completing the appropriate paperwork.

2. Employees who elect to discontinue group benefit and/or voluntary coverage while on military leave may reinstate the coverage upon returning to work. The employee must complete the re-enrollment form(s) within thirty-one (31) days of returning to work to re-elect coverage.

3. ~~Upon the employee's return to work, t~~The City will reinstate the employee's ~~health care~~group benefit coverage immediately with no waiting periods and no conditions.

~~3. Upon the employee's return to work, the City will reinstate the employee's health care coverage immediately with no waiting periods and no conditions.~~

4. As mandated by ARS Section 38-745, if an employee is an active member of the Arizona State Retirement System (ASRS) and is a member of the Arizona National Guard, or is a member of the reserves of the United States military and volunteers or is ordered into active military services as part of a military call-up is eligible to received ASRS credited service time while on active duty. The same will apply to those employees participating in the PSPRS.

a. The employee must be honorably separated from active duty and return to the City within ninety (90) days of either discharge from active duty or release from service-related hospitalization, or have died as a result of active military service.

b. The employee can receive a maximum of sixty (60) months of ASRS and PSPRS credited service. The City will pay both the employee and the City's contributions in a lump sum upon return to work or receipt of death certificate. These contributions are based on the salary the member would have accrued if the member had not volunteered or been ordered into active service.

c. Should the employee serve more than sixty (60) months in the military call-up, the employee may purchase any of the months over the maximum of sixty (60) months by utilizing the standard procedure for purchasing active military service.

d. The employee must provide a DD-214 or its equivalent to the City. If the employee died as a result of active duty, a death certificate must be provided.

~~D. Employees entering military duty shall be permitted to return to employment with all seniority, service credits, status, benefits, and pay they would have enjoyed had they not been absent, subject to the following conditions:~~

~~1. The employee is absent from their employment position due to service in the uniformed~~

~~services.~~

~~2.~~

~~The employee must provide advance notice of the service to the City. The employee should make every effort to give notice of impending military service as far in advance as is reasonable under the following circumstances:~~

~~a.The notice may be provided by the employee or an appropriate officer from the employee's branch of service.~~
~~b.The notice may be verbal or in writing.~~

~~3. The employee on military leave retains for up to five (5) years his/her right to reemployment to the position he/she would have attained by remaining continuously employed.~~

~~4.~~

~~The employee must return to work or apply for reemployment in a timely manner after conclusion of service. For military leave of absence of less than 31 days, the employee must return to work on the next regular business day after discharge. If the period of unpaid leave is greater than 30 days but less than 180 days, the employee must provide written notification of his/her availability to return to work within 14 days after discharge, and if unpaid leave is greater than 180 days, the employee has 90 days after discharge to provide written notification of his/her intention to return to work. Employees who are hospitalized or recovering from injuries caused by active duty may have up to two (2) years to return to work, as prescribed under applicable provisions of USERRA.~~

~~5. The employee must have been separated from service with an honorable discharge.~~

~~E. Upon release from military service, the employee will be returned to his/her former position. If the employee's job is of such a nature that it must be permanently filled, the City will attempt to return the employee to a comparable position, with all the rights and benefits the employee enjoyed before leave was taken. If no such position is available upon return, the City will offer the employee the first comparable position that becomes available. In the event the employee does not qualify for a comparable position, the City will provide reasonable efforts to qualify the individual.the personF. If an employee was eligible to take a promotional exam and missed it while performing military service, the City will provide the employee with an opportunity to take the missed promotional exam after a reasonable amount of time to adjust to reemployment. The following factors will be taken into account when determining what a reasonable amount of time is:~~

~~1.The length of time the returning employee was absent from work.~~
~~2.The level of difficulty of the promotional exam.~~
~~3.The typical time necessary to prepare or study for the exam.~~
~~4.The duties and responsibilities of the reemployment position and the promotional position.~~
~~5.The nature and responsibilities of the service member while serving in the uniformed service.~~

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~~G. City-sponsored medical insurance coverage may be continued for up to 18 months of unpaid leave, even if the employee is participating in the military health benefits coverage. The City's health plan must be the primary payer when such dual coverage exists. If unpaid military leave is less than 31 days, the employee will pay the same share for coverage as any active employee. If more than 30 days, the employee will be offered COBRA and must pay the entire cost of coverage plus a 2% administrative fee. This extended coverage may be terminated if the employee does not make timely payments or does not return to work after military service.~~

~~H. The employee granted an unpaid leave of absence for military service shall be suspended from active participation in all other employee benefit programs during the leave of absence. Upon return to active employment status, the employee will be reinstated in these programs, with the seniority and status that would have been earned had the employee not entered military service.~~

~~I. As mandated by ARS 38-745, if an employee is an active member of the ASRS and is a member of the Arizona National Guard, or is a member of the reserves of the United States military and volunteers or is ordered into active military services as part of a military call-up is eligible to received ASRS credited service time while on active duty. The same will apply to those employees participating in the PSPRS.~~

~~1. The employee must be honorably separated from active duty and return to the City within 90 days of either discharge from active duty or release from service-related hospitalization, or have died as a result of active military service.~~

~~2. The employee can receive a maximum of 60 months of ASRS credited service. The City will pay both the employee and the City's contributions in a lump sum upon return to work or receipt of death certificate. These contributions are based on the salary the member would have earned if the member had not volunteered or been ordered into active service.~~

~~3. Should the employee serve more than 60 months in the military call-up, the employee may purchase any of the months over the maximum of 60 months by utilizing the standard procedure for purchasing active military service.~~

~~4. The employee must provide a DD-214 or its equivalent to the City. If the employee died as a result of active duty, a death certificate must be provided.~~

Link(s): Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)
Arizona Revise Statute Section 26-167
Arizona Revised Statute Section 26-168

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2013 ADDENDUM 5 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

1-50-06~~0~~1. MILITARY TRAINING LEAVE

Employees shall be granted a paid military leave for training duty or to attend camps, maneuvers, formations or drills under orders with any branch or reserve of the armed forces of the United States.

A. DEFINITIONS

1. "Year" means the fiscal year of the United States government (i.e. October 1st through September 30th).
2. "Paid Military Leave" is paid leave entitling the employee to receive his or her regular rate of compensation.

B. ELIGIBILITY

1. All Non-Exempt and Exempt employees are eligible for military training leave.
2. Some temporary employees may be eligible for such leave if the military service falls within a previously designated period of employment.
3. Employees shall be granted a Paid ~~m~~Military ~~l~~Leave for training ~~or shall be granted~~ for a period not to exceed thirty (30) working days in any two consecutive ~~calendars~~ year**s** in accordance with the provisions of ARS ~~§~~Section 38-610. ~~A working day shall be based on the shift the employee would have been scheduled to work during the specified period of timeshall be considered equal to 0.38461 percent of the number of working or duty hours in the established work year. This leave may also be used for Military Leave as described in Section 1-50-065.~~
4. Paid Military Leave will be pro-rated for Part-Time Benefit Eligible Employees by dividing the number of hours worked per week by five (5) and rounding to the next whole number.
5. Employees may use Paid Military Leave in fifteen (15) minute increments.

C~~B~~. PROCEDURES

1. All employees eligible for paid military leave shall give their supervisors an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
2. An employee shall submit a Leave of Absence Form to the immediate supervisor to record the employee's military training leave through the City's payroll procedures.
3. Valid evidence of orders must be submitted to the employee's supervisor along with a leave ~~request~~ of absence form.
4. The supervisor shall submit a Personnel Action Form for the beginning and ending of the military training leave.

Link(s): Arizona Revised Statute Section 38-610

1-50-070. JURY ~~LEAVE~~ DUTY LEAVE~~AND SUBPOENAS~~

Benefit Eligible Employees are eligible to receive paid time off for jury duty leave.

A. ELIGIBILITY

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1. Benefit Eligible Employees summoned to jury duty shall be paid the employee's regular hourly wage or salary provided the employee submits his or her jury fees to the City of Flagstaff.

   a. Jury fees shall be equal to the total amount of the check received from the Court minus pay received for travel and related child care expenses incurred due to jury duty.

   b. Jury fees shall be submitted to Payroll via personal check.

2. Jury duty leave does not apply when the employee is a party in the court case or such court appearance is in connection with the employee's personal matters (i.e. traffic court, divorce proceedings, etc.).

3. Employees may use other appropriate types of accrued leave such as vacation leave, personal leave, floating holiday leave or compensatory time to respond to personal matters.

4. Employees may use jury duty leave in fifteen (15) minute increments.

B. PROCEDURE

1. ~~An e~~Employees must inform their immediate supervisor if selected for jury duty or subpoenaed to appear in court by the United States, the State of Arizona, a County, or a Municipality. The employee must immediately present a copy of the official notice, summons, or subpoena to the~~ir~~ employee's immediate supervisor.

2. An employee shall submit a leave of absence form to the employee's immediate supervisor to record the~~ir~~ jury duty leave through the City's payroll procedures.

3. Employees are to report to work any day the Court is not in session, when the jury duty or summons period has ended or when excused by the Court.

4. Either the City of Flagstaff or the employee may request an excuse or postponement from jury duty, if in the City's judgment~~;~~ the employee's absence would create serious operational difficulties.

5. Jury duty and subpoena leave hours are not counted as hours worked for the purpose of calculating eligibility for overtime pay for N~~n~~on-E~~e~~xempt employees.

~~1.Tenured, tenure eligible, and EXEMPT employees of the City who are required to serve as a juror shall receive their normal rate of compensation, however, they are required to submit their jury duty pay to Payroll, except pay received for travel and additional child care expenses incurred directly due to jury duty. The employee must submit a copy of the jury duty notification letter or subpoena to the employee's supervisor upon receipt of the notice.~~

~~2.Employees who are required to appear as a witness in response to a properly served subpoena on behalf of the City or because of their position as a City employee will be granted leave sufficient to provide the service, and time off will be considered as regular hours worked, (is this correct? – counting toward overtime?) however, they are required to submit to payroll monies received by the court. An employee may use paid time off to respond to subpoenas regarding personal matters.~~

Link(s): Arizona Revised Statute Section 21-236

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1-50-071. CRIME VICTIM LEAVE

Benefit Eligible Employees are eligible to receive unpaid crime victim leave who is victim of a crime or juvenile offense.

A. ELIGIBILITY

1. An employee who is the victim of a crime or juvenile offense shall be granted leave to:

   a~~1~~. Attend a proceeding pursuant to Arizona Revised Statute Sections 8-420 or 13-4439; or

   b~~2~~. Appear in Court or meet with Legal Counsel to seek an order of protection, injunction, or other injunctive relief to help ensure the health, safety or welfare of the victim or victim's child.

2~~B~~. Employees on crime victim leave shall be entitled to an unpaid leave of absence for such time or may use other appropriate types of accrued leave such as vacation leave, personal leave, floating holiday leave or compensatory time while on crime victim leave.

3. Employees may use crime victim leave in fifteen (15) minute increments.

B. PROCEDURES

An employee shall submit a leave of absence form to the immediate supervisor to record the crime victim leave through the City's payroll procedures.

Link(s): Arizona Revised Statute Section 8-420
Arizona Revised Statute Section 13-4439

1-50-072. VOTING DAY LEAVE

Benefit Eligible Employees are eligible to receive paid time off for voting day leave.

A. DEFINITIONS

"Voting Day Leave" is paid leave entitling the employee to receive his or her regular rate of compensation.

B. ELIGIBILITY

1. Pursuant to Arizona Revised Statute Section 16-402, during primary or general state of Arizona elections, shall be granted leave to vote at the beginning or end of the work shift, if there are less than three (3) consecutive hours between the opening of the polls and the beginning of the employee's regular work shift or less than three (3) consecutive hours between the end of the employee's shift and the closing of the polls. The amount of leave granted shall be equal to three (3) hours minus the time difference between work hours and the opening or closing of the polls.

2. Voting day leave hours are not counted as hours worked for the purposes of calculating

overtime pay for Non-Exempt employee.

C. PROCEDURES

1. Employees must notify their immediate supervisor prior to the day of election, and the supervisor may specify the hours during which the employee may be absent for the purpose of voting.

2. An employee shall submit a leave of absence form to the immediate supervisor to record voting day leave through the City's payroll procedures.

Link(s): Arizona Revised Statue Section 16-402

1-50-080. PAID LEAVE OF ABSENCE

Benefit Eligible Employees are eligible to use appropriate accrued leave for a paid leave of absence.

A. ELIGIBILITY

1. Benefit ~~e~~Eligible Employees may request a paid leave of absence when the employee is not eligible for FMLA leave, has exhausted FMLA leave or for medical, educational or personal reasons as described in the Leave Without Pay policy Section 1-50-081.

2. Benefit Eligible Employees may only use sick and dependent sick accrued leave for a paid leave of absence request for medical leave or in lieu of FMLA leave. All other accrued leave types may be used for any type of paid leave of absence.

3. Employees may request a paid leave of absence intermittendly or on a Reduced Schedule. The employee should make a reasonable effort to schedule leave during times that will not unduly disrupt the employer's operations.

4. Employees may use approved leave in fifteen (15) minute increments.

B. PROCEDURES

1. Employees may request a leave of absence by submitting a Leave of Absence Request Form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager and the Human Resources Director or designee including the type of leave being requested, the beginning and ending dates of the leave period and the type of accrued leave the employee would like to use.

2. Human Resources will notify the supervisor of the paid leave of absence and request a Personnel Action Form (PAF) is completed at the beginning of the leave period.

2. While on a leave of absence, employees must use all appropriate accrued leave during the employee's absence.

3. Employees on paid leave of absence for medical leave or in lieu of FMLA leave may submit a donated leave request per Section 1-50-100 or leave without pay request per Section 1-50-081 after they have exhausted all of his or her accrued leave.

4. The immediate supervisor shall submit a Personnel Action Form (PAF) at the end of the leave period to return the employee back to active duty.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

Employees ~~will not be allowed to~~may take accrued leave after submitting a notice of resignation, but must work the last day of the notice period.

Form(s): Leave of Absence Request Form

1-50-080. LEAVE WITHOUT PAY

Benefit Eligible Employees are eligible for a leave without pay once all appropriate accrued leave including donated leave has been exhausted.

A. ELIGIBLITY

1.~~Department Head~~Benefit Eligible Employees who have exhausted all accrued leave including donated leave may request a leave without pay for medical, educational, or personal reasons as described below.

2. The Division Director may ~~grant~~ approve a ~~benefit eligible employee~~ leave without pay for ~~not more than~~up to two (2) ~~calendar~~ weeks per calendar year. ~~Employees may appeal denial of this leave to the City Manager. If the leave without pay is for two weeks or less, the employee is to complete a Leave of Absence Request form and submit it to his/her immediate supervisor for approval prior to take the time off.~~

~~B.~~3.The Deputy City Manager may ~~grant~~ approve ~~B~~benefit ~~E~~eligible ~~e~~Employees~~s~~a leave ~~of absence~~ without pay for a maximum of twelve (12) months. ~~under the following circumstances after all appropriate leaves have been exhausted, including floating holiday, vacation, compensatory time and sick leave (donated or regular):~~.

4. Employees may request a leave without pay intermittendly or on a Reduced Schedule. The employee should make a reasonable effort to schedule leave during times that will not unduly disrupt the employer's operations.

~~C.~~B. ~~TYPES OF~~ PROCEDURES ~~LEAVE WITHOUT PAY~~

1. Medical Leave

   a. Employees may request medical leave without pay if they are not eligible for ~~Family and Medical~~FMLA ~~L~~leave, ~~or~~ if the~~y~~ employee ~~have~~ has exhausted ~~their 12 weeks of Family and Medical~~FMLA ~~L~~leave and all ~~paid time off~~accrued leave has been used.

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b. The employee may request a medical leave without pay by submitting a Leave of Absence Request Form and Upon a written request of afrom the employee's licensed treating physician on the employee's behalf, medical leave without pay may be granted subject to approval ofto the immediate supervisor, Section Head, Division Director, Deputy City Manager,appropriate Department Head, Human Resources Director or designee, and City Manager prior to the effective date of the leave.

c. Confirmation of the extent of the medical problem and length of leave may be subject to consultation with a physician designated by the City prior to granting of the medical leave without payHuman Resources may contact the individual or entity named in the treating physician written request for purposes of verifying the statement provided. In cases when the City has reason to doubt the statement provided by the treating physician the City may require at the City's expense a second opinion from a physician designated or approved by the City.

2. Educational Leave

a. Employees must provide a written request that includes the length of time to be takenperiod of leave being requested, course or courses to be taken, and the benefit the employee will receive in relation to his/ or her job classification current position.

b. The employee may request an educational leave without pay by submitting a Leave of Absence Request Form and the written request to The educational leave without pay will be granted upon recommendation of the immediate supervisor, Section Head, Division Director, Deputy City Manager, appropriate Department Head, the Human Resources Director or designee, and the approval of the City Manager prior to the effective date of the leave.

3. Personal Leave

a. Employees must provide a written request that includes the length of time to be takenperiod of leave being requested and the reason for personal leave without pay. when requesting a leave without pay for personal reasons.

a.b. UponThe employee may request a personal leave without pay by submitting a Leave of Absence Form and the written request to recommendation of the immediate supervisor, Section Head, Division Director, Deputy City Manager, appropriate Department Head, the Human Resources Director or designee, and approval of the City Manager, the leave without pay may be granted prior to the effective date of the leave.

4. Upon approval of a leave without pay, Human Resources will request a Personnel Action Form (PAF) is completed at the beginning and at the end of the leave without pay.

C.5. Employees on leave without pay or a leave of absence shall receive no compensation and will not earn vacation or sick leave. The employee's evaluation date will be extended by the number of Working Days equal to the period of the leave taken. Employees who have taken leave without pay on a intermittent or Reduced Schedule the extension will be based on the number of hours.

6. Employees returning to work from approved leave without pay or leave of absence shall be returned to the same or equivalent position or equivalent position at the same salary step they held prior to their taking athe leave without pay of absence. Under leave

without pay a Key Employee may be exempt from reinstatement to their current or equivalent position. For determination contact the Human Resources Director or designee.

~~D. Failure of the employee to inform the employer of a change in circumstances during the leave period or to promptly report to work at the expiration of the leave may be cause for dismissal.~~

~~E.Upon returning from leave without pay or a leave of absence other than FMLA, Sick Industrial, or Military Leave, a new merit review date will be established by delaying the previous merit review date by the number of days the employee was on leave.~~

C. EFFECTS OF LEAVE ON BENEFITS

1. Employees on leave without pay shall receive no compensation and will not earn accrued leave.

2. Benefit Eligible Employees will lose group benefit coverage the last day of the month after the start of the leave without pay per Section 1-70-010. The Benefit Eligible Employee must complete re-enrollment form(s) within thirty-one (31) days of returning to work to elect coverage. The coverage will be reinstated the first day of the month following the completion of the appropriate form(s), if a timely request is submitted.

3. State Retirement service credits do not accrue during any period of leave without pay but will commence upon the employee's return to work. An active member may obtain service credit for up to a one (1) year period when on an approved unpaid leave of absence from employment through the Arizona State Retirement System or the Public Safety Retirement System. The purchase is subject to the one-year limitation on the amount of service that may be accrued in a fiscal year.

D. TERMINATION OF EMPLOYMENT

An employee will be considered to have voluntarily terminated employment if the employee:

1. Fails to return to work upon expiration of the period of leave to which the employee was entitled and has not requested an extended leave or if the extended leave is denied and the employee does not return to work.

2. Advises the City of his or her intention not to return to work.

4. Refuses comparable reemployment to an equivalent position.

Link(s): Arizona Revised Statute Section 38-739
Arizona Revised Statute Section 38-849 C

1-50-090. UNAUTHORIZED LEAVE WITHOUT PAY

~~A.~~ Any unauthorized absence for one (1) day or an assigned shift by an employee shall be deemed to be absent without pay and abandonment of his~~/~~ or her position. Employees who abandon their job in this manner shall be automatically deemed to have resigned.

1. Under extenuating circumstances the appropriate Department HeadDivision Director may rescind the assumed resignation and grant leave without pay.

1-50-100. DONATED LEAVE

A. Donated leave allows Bbenefit Eeligible employees to may donate leave to other requesting employees for any reason. in emergency situations and for extended medical illness or injury

A. ELIGIBILITY

1. Benefit Eligible Employee may donate leave to a providing the requesting employee that meets certain requirements:.

1.a. An The employee requesting donated time must be benefit eligible to earn vacation or sick leave and have completed his/her initial probationary period and/or have been employed for at least six (6) months.

2.b. An The employee may requesting donated leave after must have exhausted all appropriate leaves. have been exhausted, including floating holiday, sick leave, vacation, and compensatory time prior to receiving donated time.

B.1. Donated time may be requested by an employee, for the employee's dependents. Dependents shall consist of the employee's spouse, parents, dependent child(ren), step-child(ren), domestic partner and his or her dependent child(ren) and anyone else petitioned by the employee to the Human Resources Director or designee through his/ or her immediate supervisor, Section Head, and Department HeadDivision Director, Deputy City Manager and Human Resources Director or designee.

C.Medical documentation of the injury or illness must be submitted prior to donated leave being granted.

2. All donated leave will be transferred to the receiving employee as paid time off at the receiving employee's regular rate of pay.

3. Employees may use donated time in the following increments:

a. If the employee is able to return to work on a reduced schedule, the employee may use donated time in one (1) hour increments in order to remain benefit eligible (e.g. twenty hours per week) or maintain the employee's bi-weekly pay. Any accrued leave will be used prior to the employee using donated leave.

b. If the employee is unable to return to work, the employee may use donated time in hour increments in order toremain benefit eligible (e.g. twenty hours per week) or maintain the employee's bi-weekly pay.

4. Employees may request donated leave on more than one occasion for the same situation.

B. PROCEDURES

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1. Employees may request donated leave by submitting a Donated Leave Request Form to the immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee. The employee may specify if the leave is for medical or non-medical reasons, in which case such information will be provided to other employees. The employee also may not specify the reason for requesting leave.

~~D.~~ 2. Donated time will come from employees' accrued vacation balances~~,~~ or ~~compensatory time, or~~ holiday compensatory time, on a voluntary anonymous basis.

~~1.~~ 3. Donated ~~vacation, compensatory time, or holiday compensatory~~ time will be used on an hour-for-hour basis, not an hourly rate.

~~2.~~ 4. When multiple contributions are made, the hours will be given to the requesting employee in order of receipt ~~from the donors~~of the donation forms.

~~3.~~ 5. Unused donated time will be returned to the donor's leave accruals.

1-50-200. INCLEMENT WEATHER

The City shall provide municipal services to the maximum extent possible. Under severe inclement weather, the City Manager or designee may suspend City operations when the concern for the safety of employees overrides the value of continued work.

A. ELIGIBILITY

1. Emergency City operations may not be suspended and employees will continue to full-fill his or her assigned shift.

2. Non-emergency City operations may be suspended and the City Manager may authorize employees to arrive later than the beginning of or leave earlier than the end of his or her assigned shift.

B. PROCEDURES

1. The City Manager will notify employees of closure by the emergency telephone number, City website and/or City email.

2. When City operations are suspended the employee may choose to make up the hours in the current workweek or use accrued leave.

3. Upon approval of the employees' immediate supervisor an employee may be allowed to stay at work or offer to work in snow operations. Employees can contact Public Works Administration in order to work in snow operations.

4. Employees who report to work late or leave early on a day the City Manager does not suspend operations shall make up the hours in the current workweek or use accrued leave.

5. Employees who wish to use accrued leave will submit a Leave of Absence Request

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Form to the employee's immediate supervisor to record their leave through the City's payroll procedures.

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2013 ADDENDUM 5 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

1-10-011. GENERAL DEFINITIONS

General Definitions apply to the entire Employee Handbook of Regulations; however if there is a conflicting specific definition found within a section, then the specific definition will apply to that section.

"Benefit Eligible Employees" are employees who are tenure eligible, tenure granted and Exempt employee who works twenty (20) hours or more per week.
"Classified Employees" shall have the same meaning as Non-Exempt employees.

"Commissioned" means the employee is an active member of the Public Safety Retirement System and the City Police or Fire Department.

"Domestic Partner" shall have the same meaning as set forth in Section 1-70-010.B.

"Employee Dependents" shall consist of the employee's parents, spouse or domestic partner, dependent child(ren), step-child(ren), domestic partner's dependent child(ren) and any other similar close relationship if approved upon petition by the employee to the Human Resources Director through his or her immediate supervisor, Section Head and Division Director.

"Exempt Employees" are employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA).

"Fire Suppression Employees" are Commissioned, Non-Exempt employees who engage in fire protection activities as defined by the Fair Labor Standards Act 29 U.S.C. § 203(y) and who work over one hundred eighty-two (182) hours in a twenty-four (24) day work period.

"Full-Time" is considered forty (40) hours per week.

"Key Employee" is defined as a salaried, Benefit Eligible Employee who is among the highest paid ten (10) percent of all the employees working for the employer within seventy-five (75) miles of the employee's worksite.

"Light Duty" means an employee is able to perform restricted duties and/or schedule per the employee's treating physician. Light duty may include telecommuting or other types of alternate work schedules per policy 1-20-053.

"Non-Exempt Employees" are employees who are paid wages subject to the overtime pay requirements of the Fair Labor Standards Act.

"Part-Time" is considered twenty (20) hours to thirty-nine (39) hours per week.

"Shift Employees" are employees assigned to a position which is staffed at least six (6) days a week, or twenty-four (24) hours a day, and is assigned a designated work schedule that can be either rotating or permanently assigned.

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"Temporary Employees" are employees hired by the City for a temporary period and who work less than 20 hours per week. Temporary Employees are not Benefit Eligible Employees.

"Tenured Employees" are Non-Exempt employees who have completed their probationary period.

"Unclassified Employees" shall have the same meaning as Exempt employees.

"Working Day" shall be considered equal to 0.38461 percent of the number of working or duty hours in the established work year for each employee.

1-50-010. HOLIDAY LEAVE

Benefit Eligible employees are eligible to receive paid time off or compensatory time for City Holidays and a Floating Holiday each calendar year.

A. DEFINITIONS

1. "City Holidays" include the following holidays: New Years Day, January 1st; Martin Luther King Day, Third Monday in January; President's Day, Third Monday in February; Memorial Day, Last Monday in May; Independence Day, July 4th; Labor Day, First Monday in September; Veteran's Day, November 11th; Thanksgiving Day, Fourth Thursday in November; Day After Thanksgiving, Fourth Friday in November; and Christmas Day, December 25th.

2. "Floating Holiday" is paid time off equal to one (1) Working Day each calendar year.

3. "Holiday Compensatory Time" is compensatory hours accrued by an employee in lieu of Holiday Leave pursuant to this policy.

4. "Holiday Leave" is paid leave entitling the employee to receive his or her regular rate of compensation on a City Holiday.

5. "Holiday Time Worked" is the hours worked on a City Holiday that are compensated at one and half times the employee's regular rate of compensation.

B. ELIGIBILITY

1. Holiday Schedules and Holiday Leave

   a. Benefit Eligible Employees who are not Shift Employees observe City Holidays that fall on a Sunday the following Monday and holidays that fall on a Saturday the preceding Friday. Benefit Eligible Employees receive Holiday Leave for City Holidays observed, except as provided below.

   b. Benefit Eligible Shift Employees observe the day of the City Holiday. Benefit Eligible Shift Employees receive Holiday Leave for City Holidays observed, except as provided below.

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c. If a City Holiday falls on an employee's regularly scheduled Working Day and the employee does not work, they will receive Holiday Leave.

d. Holiday Leave will be pro-rated for Part-time Benefit Eligible Employees by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.

e. Temporary Employees receive regular pay for hours worked on a City Holiday.

2. Holiday Compensatory Time and Holiday Time Worked

a. If a City Holiday falls on a Fire Suppression Employee's regularly scheduled Working Day and the employee does not work, the employee will accrue 3.73 hours of Holiday Compensatory Time for the City Holiday worked in lieu of Holiday Leave.

b. If a City Holiday falls on an employee's regularly scheduled day off and the employee does not work, the employee will accrue one (1) Working Day of Holiday Compensatory Time. Fire Suppression Employees will accrue 3.73 hours of Holiday Compensatory Time.

c. If a City Holiday falls on an employee's regularly scheduled day off and the employee does work, the employee will accrue one (1) Working Day as Holiday Compensatory Time plus Holiday Time Worked.

d. If a City Holiday falls on a Fire Suppression Employee's regularly scheduled day off and the employee does work, the employee will accrue 3.73 hours of Holiday Compensatory Time plus Holiday Time Worked.

e. If a City Holiday falls on an employee's regularly scheduled Working Day and the employee does work, the employee will receive Holiday Leave plus will be paid Holiday Time Worked.

f. If a City Holiday falls on a Fire Suppression Employee's regularly scheduled Working Day and the employee does work, the employee will accrue 3.73 hours of Holiday Compensatory Time plus will be paid Holiday Time Worked.

g. Employees may accrue up to three (3) Working Days of Holiday Compensatory Time, except Fire Suppression Employees may accrue up to five (5) Working Days.

h. Holiday Compensatory Time may be used in fifteen (15) minute increments.

3. Exception from Holiday Leave or Holiday Compensatory Time: Any employee who is suspended or on unpaid leave on either the regularly scheduled Working Day immediately preceding or immediately following the City Holiday shall not receive Holiday Leave or Holiday Compensatory Time. Unpaid leave includes when the employee does not have sufficient paid leave time to cover the entire scheduled Working Day.

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4. Floating Holiday

   a. Each Full-Time Benefit Eligible Employee accrues one (1) Floating Holiday annually. The Floating Holiday is pro-rated for Part-Time Benefit Eligible Employees by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.

   b. Floating Holiday may be used in fifteen (15) minute increments.

   c. Floating Holiday accrues in January and must be used by December 31st. A Floating Holiday shall not carry over into the next calendar year.

   d. Floating Holiday may not be donated per Section 1-50-100.

C. PROCEDURES

1. All Holiday Pay and Holiday Compensatory Time shall be recorded through the City's payroll procedures.

2. Employees may use Holiday Compensatory Time hours accrued with the advance written approval of their immediate supervisor.

3. An employee shall submit a leave of absence form to the immediate supervisor to record the leave through the City's payroll procedures.

D. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees may take the Floating Holiday after submitting a notice of resignation with approval from the immediate supervisor, except for the last day of the notice period.

2. Floating Holiday is forfeited and is not paid out upon termination of employment.

3. Holiday Compensatory Time is paid out upon termination of employment.

Link(s): Arizona Revised Statute Section 38-608

1-50-020. VACATION LEAVE

Benefit Eligible Employees are eligible to receive paid time off for vacation leave after six (6) months of continuous service.

A. ELIGIBILITY

1. The City Manager or designee may authorize an employee, upon hire, to accrue vacation at any rate within the Table A or Table B below, based on years of experience.

2. Employees may use vacation leave in fifteen (15) minute increments.

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3. Full-Time Benefit Eligible Employees will accrue vacation as set forth in Table A. Part-Time Benefit Eligible Employees will accrue vacation leave pro-rated by multiplying the number of hours worked during a pay period times the percent accrued per pay period listed in Table A.

TABLE A

Non-Exempt Employees Years of Service	Exempt Employees Years of Service	Days Accrued Per Year of Service	Percent Accrued Per Pay Period	Hours Accrued Per Pay Period	Vacation Hou Maximum
1-4		11	4.24%	3.39	132
5-9		13	5.01%	4.01	156
10-14	1-4	16	6.16%	4.93	192
15-19	5-9	18	6.92%	5.54	216
20-24	10-14	21	8.08%	6.46	252
25-29	15-19	23	8.85%	7.08	276
30+	20-24	26	10.00%	8.00	312
	25-29	28	10.77%	8.62	336
	30+	31	11.92%	9.54	372

4. Fire Suppression Employees will accrue vacation leave as set forth in Table B:

TABLE B

Fire Suppression Commissioned Non-Exempt Employees Years of Service	Fire Suppression Commissioned Exempt Employees Years of Service	Days Accrued Per Year of Service	Percent Accrued Per Pay Period	Hours Accrued Per Pay Period	Vacation Hou Maximum
1-4		11	4.24%	4.75	185
5-9		13	5.01%	5.61	219
10-14	1-4	16	6.16%	6.90	269
15-19	5-9	18	6.92%	7.75	302
20-24	10-14	21	8.08%	9.05	353
25-29	15-19	23	8.85%	9.91	386
30+	20-24	26	10.00%	11.20	437
	25-29	28	10.77%	12.06	470
	30+	31	11.92%	13.35	521

5. Employees may accrue vacation hours up to the maximum set forth in the tables above, which reflect the maximum vacation hours than can be accrued in eighteen (18) months of continuous service. All vacation hours over the maximum allowed that are not used by June 30th shall be forfeited, unless carryover is approved as set forth in the Procedures below.

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6. New employees may not use accrued vacation leave within the first six (6) months of employment for the City.

7. Employees may donate vacation leave per Section 1-50-100.

B. PROCEDURES

1. Employees wishing to utilize leave shall submit a leave of absence form to the immediate supervisor to obtain approval in advance of leave. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program. Length of service shall be used to resolve conflicts over vacation periods between employees of the same classification.

2. All vacation leave shall be recorded through the City's payroll procedures.

3. An employee may submit a written request to carryover his or her vacation hours in excess of the maximum past June 30th with approval from the immediate supervisor, Section Head, Division Director and Human Resources. Human Resources will notify the employee of the final decision. If approved, the employee may not request to carryover vacation hours in excess of the maximum again for two years.

4. In the event one or more City Holidays fall within a period of vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or credited accordingly.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees may take vacation leave after submitting a notice of resignation with approval from the immediate supervisor, except for the last day of the notice period.

2. Employees who have satisfactorily completed six (6) months of service and who terminate employment shall be paid in a lump sum for all unused vacation leave accrued prior to the effective date of termination.

Form(s): Leave of Absence Form

1-50-030. SICK LEAVE

Benefit Eligible Employees are eligible to receive paid time off for sick leave when work time is missed due to the employee's personal injury and/or illness.

A. ELIGIBILITY

1. Full-Time Benefit Eligible Employees shall accrue sick leave at the rate of one workday for each calendar month of service, not to exceed one thousand and forty (1,040) hours.

2. Benefit Eligible Employees may use up to six (6) days of sick leave during the first six (6) months of employment, regardless of the number of hours accrued. Sick leave hours not yet accrued that are used during the first six (6) months of employment will be deducted from the final paycheck should an employee leave City service during the first six (6) months.

3. In the case of personal sickness or injury where employees are capable of performing Light Duty, the employee shall ~~so~~ advise their immediate supervisor, Section Head or Division Director who may make arrangements, provided Light Duty is available.

4. Employees may use sick leave in fifteen (15) minute increments.

5. Sick leave will be accrued on a pro-rated basis for Part-Time Benefit Eligible employees by multiplying the number of hours worked during a pay period times 4.62%.

6. Employees may not donate sick leave per Section 1-50-100.

B. PROCEDURE

1. Employees may request sick leave by notifying the employee's immediate supervisor, ~~or~~ Section Head, or Division Director one hour prior to the beginning of their scheduled work shift.

2. In cases when the immediate supervisor cannot be reached, notice shall be given to the next level of supervision.

3. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's leave through the City's payroll procedures.

4. The immediate supervisor, Section Head, Division Director, Human Resources Director or designee, may require a medical certification to document the illness and/or injury of the employee when an employee's absence is negatively impacting the efficiency or effectiveness of the program or the employee is suspected of abusing sick leave.

5. Employees diagnosed with a serious and/or ongoing medical condition may have additional coverage under the Family Medical Leave policy 1-50-050 and/or Americans with Disability Act policy 1-10-014.

6. Employees who have accrued more than 1,040 maximum sick leave hours shall be paid one (1) Working Day for each two (2) Working Days of unused sick leave accrued in excess of the maximum on the first pay period in December. The accrual amount shall include leave accrued through the last pay period in November.

7. In the event one or more City Holidays fall within a period of sick leave, such holiday shall not be charged as sick leave.

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8. In the event an employee is on vacation leave and becomes sick or is injured, with proper medical documentation, the work time missed may be changed to sick leave for the date of illness and/or injury.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees will be required to provide their immediate supervisor with a medical certification of illness and/or injury for any use of sick leave after submitting a notice of resignation. The employee must work the last day of the notice period.

2. The following categories of employees leaving City service shall be paid for unused sick leave at the rate of one (1) Working Day for each two (2) Working Days of unused sick leave:

   a. Employees retiring from City employment and receiving retirement benefits from Public Safety Retirement System or the Arizona State Retirement System; or

   b. Employees resigning or terminated from City employment, with a minimum of twenty (20) years of service as a City employee.

Form(s): Leave of Absence Form

1-50-031. DEPENDENT SICK LEAVE

Benefit Eligible Employees are eligible to use paid time off for dependent sick leave when work time is missed due to their dependent's injury and/or illness.

A. ELIGIBILITY

1. Benefit Eligible Employee may use accrued sick leave hours to care for the employee's Dependents' injury and/or illness.

2. When employees are capable of performing Light Duty while caring for their Dependents, they shall advise their immediate supervisor, Section Head or Division Director who may make arrangements, provided Light Duty is available.

3. Employees may use dependent sick leave in fifteen (15) minute increments.

B. PROCEDURE

1. Employees may request dependent sick leave by notifying the employee's immediate supervisor, Section Head, or Division Director one hour prior to the beginning of their scheduled work shift.

2. In cases when the immediate supervisor cannot be reached, notice shall be given to the next level of supervision.

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3. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's leave through the City's payroll procedures.

4. The immediate supervisor, Section Head, Division Director, Human Resources Director or designee, may require medical certification to document the illness and/or injury of the employee's Dependent when an employee's absence is negatively impacting the efficiency or effectiveness of the program or the employee is suspected of abusing dependent sick leave.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees will be required to provide their immediate supervisor with medical certification of illness and/or injury for any use of dependent sick leave after submitting a notice of resignation. The employee must work the last day of the notice period.

2. Dependent sick leave is part of an employee's sick leave accrual and paid out in accordance with the Sick Leave policy.

Form(s): Leave of Absence Form

1-50-032 PERSONAL LEAVE

Benefit Eligible Employees are eligible to use paid time off for personal leave when work time is missed due to personal reasons.

A. ELIGIBILITY

1. Benefit Eligible Employees may use up to two (2) Working Days of accrued sick leave per calendar year for matters of personal business.

2. Personal Leave is accrued on a pro-rated basis for Part-Time Benefit Eligible Employees by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.

3. Employees may use personal leave in fifteen (15) minute increments.

B. PROCEDURE

1. Employees may request personal leave by notifying the employee's immediate supervisor one hour prior to the beginning of their scheduled work shift.

2. In cases when the immediate supervisor cannot be reached, notice shall be given to the next level of supervision.

3. An employee shall submit a leave of absence form to the immediate supervisor to record their leave through the City's payroll procedures

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4. Personal leave cannot be accumulated or carried over into another calendar year.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees may take personal leave after submitting a notice of resignation with the approval of the immediate supervisor, but must work the last day of the notice period.

2. Personal leave is part of an employee's sick leave accrual and paid out in accordance with the Sick Leave policy.

Form(s): Leave of Absence Form

1-50-033. PURCHASE DAY PROGRAM

Benefit Eligible Employees may purchase additional paid time off by participating in the purchase day program.

A. DEFINITIONS

"Purchase Days" are paid time off the employee may purchase through a pre-tax payroll deduction. A Purchase Day is equal to one (1) Working Day.

B. ELIGIBILITY

1. A Full-Time Benefit Eligible Employee may purchase up to ten (10) Purchase Days per fiscal year after completing six (6) months of continuous service, if a timely request is submitted.

2. Employees may not purchase partial Purchase Days.

3. Employees may use Purchase Days in fifteen (15) minute increments.

C. PROCEDURE

1. Employees must submit a request to participate between May 1st and May 31st in order to be eligible to participate the following fiscal year. Employees must re-elect each fiscal year to participate in the purchase day program.

2. The Benefit Eligible Employee may request to participate in the purchase day program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee and City Manager or designee.

3. Human Resources will notify the employee of the final approval and the cost of the paid time off the employee wishes to purchase. The cost is based on the employee's current hourly rate of pay times the number of Purchase Days at the time of the request. The total purchase amount is then divided by twenty-four (24) pay periods over the fiscal year.

a. In the event the employee's salary or hourly rate changes during the fiscal year, the cost of the Purchase Days shall not be adjusted.

b. The cost may not jeopardize an employee's minimum wage earnings.

4. The deductions will be pre-tax from the employee's paycheck per Section 125 under the Internal Revenue Service code. The pre-tax election may not be changed during the fiscal year. When the Purchase Day (or approved increments) are used, the cost will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.

5. Purchase Days must be used within the fiscal year by June 30th or they will be forfeited.

6. Employees wishing to utilize Purchase Days must request and obtain approval in advance. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program, and may deny use of Purchase Days if not requested sufficient time in advance.

7. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's Purchase Day leave through the City's payroll procedures.

8. Purchase Days are paid at the employee's regular pay rate excluding any type of additional pay.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees who leave City service will receive a refund for any Purchase Days not used, which will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.

2. Employees who leave City service and who have used Purchase Days not yet paid for will pay for the amount owed from their last paycheck. The last paycheck will show the cost deducted. Any balance not deducted from the employee's last paycheck will be paid to the City within six (6) months after leaving the City's employment. After six (6) months, any unpaid balances will be forwarded to collection and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

Form(s): Purchase Day Program Request Form

1-50-040. BEREAVEMENT LEAVE

Benefit Eligible Employees are eligible for paid time off for bereavement leave in the event of the death of an immediate family member.

A. DEFINITIONS

1. "Immediate Family Members" are the employee's spouse or Domestic Partner; and any of their parents, children, step-children, brothers or sisters, grandparents, and grandchildren and any other similar close relationship if approved upon petition by the employee to the Human Resources Director through the employee's immediate supervisor, Section Head and Division Director.

B. ELIGIBILITY

1. Benefit Eligible Employees may receive up to five (5) Working Days of bereavement leave for an Immediate Family Member's death, subject to City operational needs as determined by the immediate supervisor.

2. Bereavement leave will be pro-rated for Part-Time Benefit Eligible Employees by dividing the number of hours worked in the week by five (5) and rounding up to the next whole number.

3. Non-Tenured and Temporary Employees may receive up to five (5) Working Days of unpaid time off for bereavement.

B. PROCEDURE

1. An employee may petition his immediate supervisor to allow bereavement leave for any person whose relationship to the employee, spouse or domestic partner was similar to an Immediate Family Member.

2. If an employee wishes to take time off due to the death of an Immediate Family Member, the employee should notify his or her supervisor immediately.

3. An employee shall submit a Leave of Absence Form to the immediate supervisor to record the employee's bereavement leave through the City's payroll procedures.

1-50-050. FAMILY MEDICAL LEAVE

The Family and Medical Leave Act of 1993 (FMLA) as amended provides eligible employees with up to 12 work weeks of job protected unpaid leave in a single twelve (12) month period for the birth or adoption of a child; care of a child, spouse, or parent who has a serious medical condition; or the employee's own serious health condition; or to take care of military related "qualifying exigencies" of a family member. A covered employer is required to maintain group health insurance coverage, including family coverage if premiums are paid, for an employee on Family and Medical Leave on the same terms as if the employee continued working.

The Family Medical Leave Act also provides eligible employees with up to twenty-six (26) workweeks of job protected unpaid leave in a single 12-month period, to care for a covered member of the Armed Forces or covered veteran with a serious injury or illness. An employer is not required to provide in excess of twenty-six (26) workweeks unpaid job protected leave within a 12-month period, regardless of the type of FMLA leave taken

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A. DEFINITIONS

1. "Covered Active Duty" means duty during deployment of the Armed Forces, National Guard or Reserves member to a foreign country, including deployment to international waters.

2. "Covered Service Member" is a current member of the Armed Forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness.

3. "Covered Veteran" is a veteran of the Armed Forces (including a member of the National Guard or Reserves) who is discharged within the 5-year period before the family member first takes Military Caregiver Leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a Veteran Serious Injury or Illness. A veteran who was dishonorably discharged is not a Covered Service Member.

4. "FMLA Eligible Employee" means an employee who meets all of the following conditions:

   a. Benefit Eligible Employee who has worked for the City of Flagstaff for at least twelve (12) months, which need not be consecutive; and

   b. The employee has worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) months prior to the start of FMLA leave. Regular and overtime hours are counted as hours worked; however, any type of paid or unpaid leave hours are excluded.

5. "Health Care Provider" is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices or any other person determined by the U.S. Secretary of Labor to be capable of providing health care services, or any health care provider who is accepted by the City's group health plan including clinical social workers.

6. "In Loco Parentis" is a person who helped raise and had day-to-day responsibilities to care for and financially support the employee as a child, assuming the role of a parent.

7. "Intermittent Leave" is taking leave in separate blocks of time..

8. "Key Employee" is defined as a salaried, FMLA Eligible Employee who is among the highest paid ten (10) percent of all the employees working for the employer within seventy-five (75) miles of the employee's worksite.

9. "Military Caregiver Leave" means FMLA leave taken to care for a Covered Service Member or Covered Veteran with a Serious Illness or Injury.

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10. "Next of Kin of a Covered Veteran" is the nearest blood relative, other than the veteran's spouse, Parent, Son or Daughter, designated in writing by the veteran or in the order of priority set forth in FMLA regulations.

11. "Parent" means a biological, adoptive step or foster father or mother, or any other individual who stood in Loco Parentis to the employee when the employee was a child. This term does not include parents "in law".

12. "Qualifying Exigency" is a need for an employee to take care of certain matters arising out of the fact that the employee's spouse, Son or Daughter, or Parent is a Covered Service Member on Covered Active Duty (military deployment to a foreign country) and includes (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) care of the military member's parent who is incable of self-care, (5) financial and legal arrangements, (6) counseling, (7) up to fifteen (15) days rest and recuperation, (8) post-deployment activities, (9) additional activities not encompassed in the other categories, but agreed to by the employer and employee.

13. "Qualifying Exigency Leave" means leave taken by a FMLA Eligible Employee as a result of a Qualifying Exigency.

14. "Qualifying Reasons" are:

    a. for the birth of a Son or Daughter and to care for a newborn child within one year of birth;

    b. for the placement with the employee of a child for adoption or foster care, or to care for a newly placed child within one year of placement;

    c. to care for the employee's spouse, Son or Daughter, or Parent, but not a "parent-in-law, and in addition Domestic Partner per City policy who has a Serious Health Condition;

    d. when the employee is unable to work because of a Serious Health Condition that prohibits the employee from performing any of the essential functions of the job; or

    e. any Qualifying Exigency arising out of the fact that the employee's spouse, Son or Daughter, or Parent is a Covered Service Member on Covered Active Duty.

15. "Reduced Scheduled" is a reduced number of hours in the employee's usual weekly or daily work schedule.

16. "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either:

    a. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such impatient care; or

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b. Continuing treatment by a health care provider, which includes a period of incapacity lasting more than fourteen (14) consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also includes:

i. Treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits) the first within seven (7) days and both within thirty (30) days of the first day of incapacity; or

ii. Treatment by a health care provider (i.e., an in-person visit) within seven (7) days of the first day of incapacity with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or

ii. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

iii. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

iv. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

v. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days it not treated.

17. "Serious Injury or Illness" is:

a. One that was incurred by a Covered Service Member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating; or

b. One that was incurred by a Covered Veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, regardless of when such injury or illness became manifested, and that is either:

i. A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating; or

ii. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Raring (VASRD) of 50

percent or greater, and the need for military caregiver leave is related to that condition; or

iii. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or

iv. An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

18. "Son or Daughter" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. Incapable of self-care because of mental or physical disability requires active assistance or supervision to provide daily self-care in three or more activities of daily living or instrumental activities of daily living.

19. "Twelve Month Period" is defined as a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave.

B. ELIGIBILITY

1. A FMLA Eligible Employee may take unpaid, job-protected leave for any Qualifying Reason, for up to twelve (12) workweeks within a 12-month period.

2. A FMLA Eligible Employee who is the spouse, Domestic Partner, Son or Daughter, Parent, or Next of Kin of a Covered Veteran with a Serious Injury or Illness may take unpaid, job-protected leave, for up to twenty-six (26) workweeks within a 12-month period to provide care for the veteran.

3. A FMLA Eligible Employee who is the spouse, Domestic Partner, Son or Daughter, Parent, or Next of Kin of a Covered Service Member with a Serious Injury or Illness may take unpaid, job-protected leave for up to twenty-six (26) weeks within a 12-month period to care for the Covered Service Member.

4. A FMLA Eligible Employee is limited to a combined twenty-six (26) weeks of unpaid, job-protected leave in any 12-month period, regardless of whether leave is taken for a Qualifying Reason or as Military Caregiver Leave.

5. FMLA leave may be taken intermittently or on a Reduced Schedule. When FMLA leave is taken intermittently or on a Reduced Schedule, only the amount of leave actually taken will be counted against an employee's FMLA leave entitlement.

6. Spouses or Domestic Partners both employed by the City of Flagstaff may be limited to a combined total of twelve (12) workweeks of FMLA for the following reasons:

   a. for the birth and care of a child;

b. for the placement of a child for adoption or foster care, and to care for a newly placed child; and

c. to care for an employee's parent who has a Serious Health Condition.

7. A Parent is entitled to take FMLA leave to care for a Son or Daughter eighteen (18) years of age or older, if the adult Son or Daughter:

   a. has a disability as defined by the Americans with Disabilities Act;

   b. is incapable of self-care due to that disability;

   c. has a Serious Health Condition; and

   d. is in need of care due to the Serious Health Condition.

8. FMLA leave may be taken in 15 minute increments.

9. Under FMLA a Key Employee may be exempt from reinstatement to their current or equivalent position. For determination contact the Human Resources Director or designee.

10. FMLA Eligible employees may use any accrued leave during FMLA leave instead of taking unpaid leave. Donated leave may be requested during FMLA leave per Section 1-50-100 when all accrued leave has been exhausted. Sick Industrial and Workers' Compensation may be substituted for paid leave when applicable per Article 1-80.

11. Employees who are not eligible for FMLA leave or who have exhausted FMLA may be eligible for a Leave of Absence per Section 1-50-080 or a Leave Without Pay per Section 1-50-081.

C. PROCEDURE

1. When a FMLA Eligible Employee knows in advance that he or she will be off work for more than fourteen (14) calendar days for a Qualifying Reason or for Military Care Giver Leave, a Family and Medical Leave Request Form, including the appropriate certification, must be submitted to Human Resources within thirty (30) calendar days prior to the event.

2. When FMLA leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

3. When leave is needed for birth and care, or placement for adoption or foster care, use of Intermittent leave is subject to the immediate supervisor's approval.

4. When the need to take FMLA leave is not foreseeable, the employee must provide at minimum (1) one Working Day of verbal notice to the immediate supervisor, followed by

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submission of a Family and Medical Leave Request Form within three (3) Working Days. However, the employee has fifteen (15) calendar days to provide the appropriate certification.

5. All FMLA requests shall be supported by the appropriate documentation.

    a. All FMLA requests, other than a Qualifying Exigency Leave and Military Caregiver Leave, must be supported by medical certification from a Health Care Provider or a state or federal child placement agency.

    b. Qualifying Exigency Leave requests must be supported by a copy of the Covered Service Member's active duty orders and certification providing the appropriate facts related to the particular Qualifying Exigency for which leave is sought, including contact information if the leave involves meeting with a third party.

    c. Military Caregiver Leave requests must be supported by a certification completed by an authorized Health Care Provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the Covered Service Member's or Covered Veteran's family.

    d. All certifications will be authenticated or clarified by Human Resources, not the employee's immediate supervisor, and used to determine if the request for absence is supported.

    e. Human Resources may contact the individual or entity named in a certification for purposes of verifying the statement provided. In cases when the City has reason to doubt the statement provided by a Health Care Provider, the City may require at their own expense a second opinion from a physician designated or approved by the City.

6. Human Resources will designate leave as FMLA qualifying within five (5) days of receiving the Family and Medical Leave Request Form and appropriate documentation.

7. Human Resources will notify the supervisor of the FMLA leave and request a Personnel Action Form (PAF) is completed.

8. An employee shall submit a leave of absence form to the immediate supervisor to record paid leave through the City's payroll procedures.

9. Paid time off, sick industrial and or workers compensation benefits, and short term disability will run concurrently with FMLA leave.

D. RETURN TO WORK

1. Employees must communicate with Human Resources and the employee's immediate supervisor regarding the employee's intent to return to work before returning to work. An employee will return to the employee's former position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

2. If the FMLA leave was for an employee's own health condition, a full release statement from a physician, certifying that the employee can perform all the essential functions of the position with or without a reasonable accommodation, shall be submitted to Human Resources prior to returning to work. An employee may not return to work without providing the appropriate documentation.

3. Human Resources will notify the supervisor of the return from FMLA leave and request a Personnel Action Form (PAF) is completed.

4. If the employee's position is required to have a Fitness for Duty Exam completed before returning to work, Human Resources will schedule the exam upon receipt of the employee's release to work. The employee will not be scheduled to regular duty until they have successfully passed all fitness for duty exams as required for their position. The examination will relate to the employee's ability to perform the essential functions of the employee's job.

E. EFFECTS OF LEAVE ON BENEFITS

1. The City shall maintain group benefit coverage for the duration of the FMLA leave at the level and under the conditions coverage would have been provided if the Benefit Eligible Employee had been employed continuously for the duration of the FMLA leave.

2. The City shall maintain coverage of the group life insurance for the duration of the FMLA leave, unless the group plan is terminated by the City.

3. The Benefit Eligible Employee may elect to continue dependent health and or basic life insurance coverage. The Benefit Eligible Employee will be required to pay the employee's portion of the premium, regardless if the employee is on paid or unpaid leave. If the Benefit Eligible Employee elects to discontinue the dependent health or basic life insurance coverage while on FMLA, dependents may be re-enrolled upon the employee's return to work. The Benefit Eligible Employee must complete re-enrollment form(s) within thirty-one (31) days of returning to work to elect dependent coverage. The coverage will be reinstated the first day of the month following the completion of the appropriate form(s), if a timely request is submitted. Employees may also have the option to convert the basic life insurance coverage while on FMLA leave by completing the appropriate paperwork.

4. A Benefit Eligible Employee who has voluntary life insurance and or short term disability may elect to continue the coverage while on FMLA leave. The Benefit Eligible Employee will be required to pay the employee's premium, regardless if the employee is on paid or unpaid leave. If the Benefit Eligible Employee elects to discontinue the voluntary life insurance coverage while on FMLA leave, and the employee may reinstate the coverage upon returning to work. The Benefit Eligible Employee must complete re-enrollment form(s) within thirty-one (31) days of returning to work to re-elect coverage. The coverage will be reinstated the first day of the month following the completion of the appropriate form(s), if a timely request is submitted. Benefit Eligible Employees may also choose to port or convert the voluntary life coverage while on unpaid FMLA leave

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by completing the appropriate paperwork. Please note that portability is only available for a non-medical leave.

5. A Benefit Eligible Employee will not accrue any leave while on unpaid FMLA leave.

6. Retirement Service credits do not accrue during any period of unpaid FMLA leave but will commence upon the employee's return to work. An active member may obtain service credit for up to a one year period when on an approved unpaid leave of absence from employment through the Arizona State Retirement System. The purchase is subject to the one-year limitation on the amount of service that may be accrued in a fiscal year.

7. Continuous Service dates for continuous service, accrual rates, seniority, and general pay adjustments will include FMLA leave (paid or unpaid) as creditable service, providing the employee returns to work on the first work day following the end of the authorized FMLA leave.

F. TERMINATION OF EMPLOYMENT

An employee will be considered to have voluntarily terminated employment if the employee:

1. Fails to return to work upon expiration of the period of leave to which the employee was entitled and has not requested an extended leave of absence or if the extended leave of absence is denied and the employee does not return to work.

2. Advises the City of the employee's inten not to return to work.

3. Refuses comparable reemployment to an equivalent job as defined by applicable law.

Link(s): U.S. Department of Labor
U.S. Department of Labor – FMLA Employee Guide
U.S. Department of Labor – FMLA FAQs
Arizona Revised Statute Section 38-739
Arizona Revised Statute Section 38-849 C

1-50-060. MILITARY LEAVE

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted a leave of absence for military service, training or related obligations in accordance with applicable state and federal law. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position the employee held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and state law prohibit discrimination and retaliation based on a person's membership or service (voluntary or involuntary) in the uniformed services with regard to any aspect of employment.

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In compliance with USERRA, employees and/or applicants for employment will not be discriminated against with respect to hiring, reemployment, retention, promotion, or any other benefit of employment because of past or present military service obligation, or future application for or membership in a uniformed service.

A. ELIGIBLITY

1. All Non-Exempt and Exempt employees are eligible for an unpaid leave of absence to perform military service under the provisions of USERRA.

2. Some temporary employees may be eligible for such leave if the military service falls within a previously designated period of employment.

B. PROCEDURE

1. An employee shall provide notice to the employee's immediate supervisor as soon as possible after receiving military orders unless precluded by military necessity. If feasible, this notice should be in writing and accompanied by any military orders that the employee has received.
2. An employee may use accrued leave except sick and dependent sick and/or any portion of the paid Military Training Leave per Section 1-50-061 during military leave or may take leave without pay.

3. An employee shall submit a Leave of Absence Form to the immediate supervisor to record the employee's military leave through the City's payroll procedures.

4. The supervisor shall submit a Personnel Action Form (PAF) for the beginning and ending of the military leave.

C. RETURN TO WORK

1. Employees entering military duty shall be permitted to return to employment with all seniority, service credits, status, benefits, and pay the employee would have enjoyed had the employee not been absent, subject to the following conditions:

   a. The employee must be absent from his or her employment position due to service in the uniformed services as defined by USERRA.

   b. The employee must provide advance notice of the service to the City. The employee should make every effort to give notice of impending military service as far in advance as reasonable under the following circumstances:

      i. The notice may be provided by the employee or an appropriate officer from the employee's branch of service.

      ii. The notice may be verbal or in writing.

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c. The employee on military leave retains for up to five (5) years his or her right to reemployment to the position he or she would have attained by remaining continuously employed.

d. The employee must return to work or apply for reemployment in a timely manner after conclusion of service, as defined below:

   i. For military leave of absence of less than thirty-one (31) days, the employee must return to work on the next regular business day after discharge, his or her safe transportation home and a break of at least eight (8) hours;

   ii. If the period of unpaid leave is greater than thirty (30) days but less than one hundred and eighty (180) days, the employee must provide written notification of his or her availability to return to work within fourteen (14) days after discharge; and

   iii. If unpaid leave is greater than one hundred and eighty (180) days, the employee has ninety (90) days after discharge to provide written notification of his or her intention to return to work.

   iv. Employees who are hospitalized or recovering from injuries caused by active duty may have up to two (2) years to return to work, as prescribed under applicable provisions of USERRA.

e. The employee must have been separated from service with an honorable discharge.

2. An employee who does not comply with the return to work requirements may forfeit his or her reemployment rights pursuant to federal law and the City's established policies and procedures on returning from a leave of absence.

3. Upon release from military service, the employee will be returned to City employment as follows:

   a. To his or her former position. If the employee's job is of such a nature that it must be permanently filled, the City will attempt to return the employee to a comparable position, with all the rights and benefits the employee enjoyed before leave was taken. If no such position is available upon return, the City will offer the employee the first comparable position that becomes available. In the event the employee does not qualify for a comparable position, the City will provide reasonable efforts to qualify the individual.

   b. The City will make reasonable efforts to accommodate person with a disability incurred or aggravated during military service.

      i. If, despite reasonable accommodation efforts, the person is not qualified for the position due to his or her disability, the person must be employed in a vacant position of equivalent seniority, status, and pay, so long as the employee is

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qualified to perform the duties of the position or could become qualified to perform them with reasonable efforts by the City.

ii. If the person does not become qualified for the position, the City will reemploy the person in another vacant position he or she is qualified to perform and which is the "nearest approximation" of the position to which the person is otherwise entitled, in terms of status and pay, with full seniority.

4. If an employee was eligible to take a promotional exam and missed it while performing military service, the City will provide the employee with an opportunity to take the missed promotional exam after a reasonable amount of time to adjust to reemployment. The following factors will be taken into account when determining what a reasonable amount of time is:

   a. The length of time the returning employee was absent from work.

   b. The level of difficulty of the promotional exam.

   c. The typical time necessary to prepare or study for the exam.

   d. The duties and responsibilities of the reemployment position and the promotional position.

   e. The nature and responsibilities of the service member while serving in the uniformed service.

D. EFFECTS OF LEAVE ON BENEFITS

1. Employees on military leave may elect to continue group benefit coverage for the employee and the employee's dependent's up to twenty-four (24) months of unpaid leave per USERRA, even if the employee is participating in the military health benefits coverage. The City's health plan must be the primary insurer when such dual coverage exists.

   a. If unpaid military leave is less than thirty-one (31) days, the employee will pay the same share for coverage as any active employee.

   b. If unpaid military leave exceeds thirty (30) days, the employee will be offered COBRA and must pay the entire cost of coverage plus a two (2) percent administrative fee. This extended coverage may be terminated if the employee does not make timely payments or does not return to work after military service.

   c. The employee may choose to port or convert life insurance coverage while on unpaid military leave by completing the appropriate paperwork.

2. Employees who elect to discontinue group benefit and/or voluntary coverage while on military leave may reinstate the coverage upon returning to work. The employee must

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complete the re-enrollment form(s) within thirty-one (31) days of returning to work to re-elect coverage.

3. The City will reinstate the employee's group benefit coverage immediately with no waiting periods and no conditions.

4. As mandated by ARS Section 38-745, if an employee is an active member of the Arizona State Retirement System (ASRS) and is a member of the Arizona National Guard, or is a member of the reserves of the United States military and volunteers or is ordered into active military services as part of a military call-up is eligible to received ASRS credited service time while on active duty. The same will apply to those employees participating in the PSPRS.

   a. The employee must be honorably separated from active duty and return to the City within ninety (90) days of either discharge from active duty or release from service-related hospitalization, or have died as a result of active military service.

   b. The employee can receive a maximum of sixty (60) months of ASRS and PSPRS credited service. The City will pay both the employee and the City's contributions in a lump sum upon return to work or receipt of death certificate. These contributions are based on the salary the member would have accrued if the member had not volunteered or been ordered into active service.

   c. Should the employee serve more than sixty (60) months in the military call-up, the employee may purchase any of the months over the maximum of sixty (60) months by utilizing the standard procedure for purchasing active military service.

   d. The employee must provide a DD-214 or its equivalent to the City. If the employee died as a result of active duty, a death certificate must be provided.

Link(s): Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)
Arizona Revise Statute Section 26-167
Arizona Revised Statute Section 26-168

1-50-061. MILITARY TRAINING LEAVE

Employees shall be granted a paid military leave for training duty or to attend camps, maneuvers, formations or drills under orders with any branch or reserve of the armed forces of the United States.

A. DEFINITIONS

1. "Year" means the fiscal year of the United States government (i.e. October 1st through September 30th).

2. "Paid Military Leave" is paid leave entitling the employee to receive his or her regular rate of compensation.

B. ELIGIBILITY

1. All Non-Exempt and Exempt employees are eligible for military training leave.

2. Some temporary employees may be eligible for such leave if the military service falls within a previously designated period of employment.

3. Employees shall be granted a Paid Military Leave for training for a period not to exceed thirty (30) working days in any two consecutive year**s** in accordance with the provisions of ARS Section 38-610.

4. Paid Military Leave will be pro-rated for Part-Time Benefit Eligible Employees by dividing the number of hours worked per week by five (5) and rounding to the next whole number.

5. Employees may use Paid Military Leave in fifteen (15) minute increments.

C. PROCEDURES

1. All employees eligible for paid military leave shall give their supervisors an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

2. An employee shall submit a Leave of Absence Form to the immediate supervisor to record the employee's military training leave through the City's payroll procedures.

3. Valid evidence of orders must be submitted to the employee's supervisor along with a leave of absence form.

4. The supervisor shall submit a Personnel Action Form for the beginning and ending of the military training leave.

Link(s): Arizona Revised Statute Section 38-610

1-50-070. JURY DUTY LEAVE

Benefit Eligible Employees are eligible to receive paid time off for jury duty leave.

A. ELIGIBILITY

1. Benefit Eligible Employees summoned to jury duty shall be paid the employee's regular hourly wage or salary provided the employee submits his or her jury fees to the City of Flagstaff.

   a. Jury fees shall be equal to the total amount of the check received from the Court minus pay received for travel and related child care expenses incurred due to jury duty.

   b. Jury fees shall be submitted to Payroll via personal check.

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2. Jury duty leave does not apply when the employee is a party in the court case or such court appearance is in connection with the employee's personal matters (i.e. traffic court, divorce proceedings, etc.).

3. Employees may use other appropriate types of accrued leave such as vacation leave, personal leave, floating holiday leave or compensatory time to respond to personal matters.

4. Employees may use jury duty leave in fifteen (15) minute increments.

B. PROCEDURE

1. Employees must inform their immediate supervisor if selected for jury duty or subpoenaed to appear in court by the United States, the State of Arizona, a County, or a Municipality. The employee must immediately present a copy of the official notice, summons, or subpoena to the employee's immediate supervisor.

2. An employee shall submit a leave of absence form to the employee's immediate supervisor to record the jury duty leave through the City's payroll procedures.

3. Employees are to report to work any day the Court is not in session, when the jury duty or summons period has ended or when excused by the Court.

4. Either the City of Flagstaff or the employee may request an excuse or postponement from jury duty, if in the City's judgment the employee's absence would create serious operational difficulties.

5. Jury duty and subpoena leave hours are not counted as hours worked for the purpose of calculating eligibility for overtime pay for Non-Exempt employees.

Link(s): Arizona Revised Statute Section 21-236

1-50-071. CRIME VICTIM LEAVE

Benefit Eligible Employees are eligible to receive unpaid crime victim leave who is victim of a crime or juvenile offense.

A. ELIGIBILITY

1. An employee who is the victim of a crime or juvenile offense shall be granted leave to:

   a. Attend a proceeding pursuant to Arizona Revised Statute Sections 8-420 or 13-4439; or

   b. Appear in Court or meet with Legal Counsel to seek an order of protection, injunction, or other injunctive relief to help ensure the health, safety or welfare of the victim or victim's child.

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2. Employees on crime victim leave shall be entitled to an unpaid leave of absence for such time or may use other appropriate types of accrued leave such as vacation leave, personal leave, floating holiday leave or compensatory time while on crime victim leave.

3. Employees may use crime victim leave in fifteen (15) minute increments.

B. PROCEDURES

An employee shall submit a leave of absence form to the immediate supervisor to record the crime victim leave through the City's payroll procedures.

Link(s): Arizona Revised Statute Section 8-420
Arizona Revised Statute Section 13-4439

1-50-072. VOTING DAY LEAVE

Benefit Eligible Employees are eligible to receive paid time off for voting day leave.

A. DEFINITIONS

"Voting Day Leave" is paid leave entitling the employee to receive his or her regular rate of compensation.

B. ELIGIBILITY

1. Pursuant to Arizona Revised Statute Section 16-402, during primary or general state of Arizona elections, shall be granted leave to vote at the beginning or end of the work shift, if there are less than three (3) consecutive hours between the opening of the polls and the beginning of the employee's regular work shift or less than three (3) consecutive hours between the end of the employee's shift and the closing of the polls. The amount of leave granted shall be equal to three (3) hours minus the time difference between work hours and the opening or closing of the polls.

2. Voting day leave hours are not counted as hours worked for the purposes of calculating overtime pay for Non-Exempt employee.

C. PROCEDURES

1. Employees must notify their immediate supervisor prior to the day of election, and the supervisor may specify the hours during which the employee may be absent for the purpose of voting.

2. An employee shall submit a leave of absence form to the immediate supervisor to record voting day leave through the City's payroll procedures.

Link(s): Arizona Revised Statue Section 16-402

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1-50-080. PAID LEAVE OF ABSENCE

Benefit Eligible Employees are eligible to use appropriate accrued leave for a paid leave of absence.

A. ELIGIBILITY

1. Benefit Eligible Employees may request a paid leave of absence when the employee is not eligible for FMLA leave, has exhausted FMLA leave or for medical, educational or personal reasons as described in the Leave Without Pay policy Section 1-50-081.

2. Benefit Eligible Employees may only use sick and dependent sick accrued leave for a paid leave of absence request for medical leave or in lieu of FMLA leave. All other accrued leave types may be used for any type of paid leave of absence.

3. Employees may request a paid leave of absence intermittently or on a Reduced Schedule. The employee should make a reasonable effort to schedule leave during times that will not unduly disrupt the employer's operations.

4. Employees may use approved leave in fifteen (15) minute increments.

B. PROCEDURES

1. Employees may request a leave of absence by submitting a Leave of Absence Request Form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager and the Human Resources Director or designee including the type of leave being requested, the beginning and ending dates of the leave period and the type of accrued leave the employee would like to use.

2. Human Resources will notify the supervisor of the paid leave of absence and request a Personnel Action Form (PAF) is completed at the beginning of the leave period.

2. While on a leave of absence, employees must use all appropriate accrued leave during the employee's absence.

3. Employees on paid leave of absence for medical leave or in lieu of FMLA leave may submit a donated leave request per Section 1-50-100 or leave without pay request per Section 1-50-081 after they have exhausted all of his or her accrued leave.

4. The immediate supervisor shall submit a Personnel Action Form (PAF) at the end of the leave period to return the employee back to active duty.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

Employees may take accrued leave after submitting a notice of resignation, but must work the last day of the notice period.

Form(s): Leave of Absence Request Form

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1-50-081. LEAVE WITHOUT PAY

Benefit Eligible Employees are eligible for a leave without pay once all appropriate accrued leave including donated leave has been exhausted.

A. ELIGIBLITY

1. Benefit Eligible Employees who have exhausted all accrued leave including donated leave may request a leave without pay for medical, educational, or personal reasons as described below.

2. The Division Director may approve a leave without pay for up to two (2) weeks per calendar year.

3. The Deputy City Manager may approve a leave without pay for a maximum of twelve (12) months.

4. Employees may request a leave without pay intermittently or on a Reduced Schedule. The employee should make a reasonable effort to schedule leave during times that will not unduly disrupt the employer's operations.

B. PROCEDURES

1. Medical Leave

   a. Employees may request medical leave without pay if they are not eligible for FMLA leave, if the employee has exhausted FMLA leave and all accrued leave has been used.

   b. The employee may request a medical leave without pay by submitting a Leave of Absence Request Form and a written request from the employee's treating physician to the immediate supervisor, Section Head, Division Director, Deputy City Manager, and Human Resources Director or designee prior to the effective date of the leave.

   c. Human Resources may contact the individual or entity named in the treating physician written request for purposes of verifying the statement provided. In cases when the City has reason to doubt the statement provided by the treating physician the City may require at the City's expense a second opinion from a physician designated or approved by the City.

2. Educational Leave

   a. Employees must provide a written request that includes the period of leave being requested, course or courses to be taken, and the benefit the employee will receive in relation to his or her current position.

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b. The employee may request an educational leave without pay by submitting a Leave of Absence Request Form and the written request to the immediate supervisor, Section Head, Division Director, Deputy City Manager, and Human Resources Director or designee prior to the effective date of the leave.

3. Personal Leave

a. Employees must provide a written request that includes the period of leave being requested and the reason for personal leave without pay.

b. The employee may request a personal leave without pay by submitting a Leave of Absence Form and the written request to the immediate supervisor, Section Head, Division Director, Deputy City Manager, and Human Resources Director or designee, prior to the effective date of the leave.

4. Upon approval of a leave without pay, Human Resources will request a Personnel Action Form (PAF) is completed at the beginning and at the end of the leave without pay.

5. The employee's evaluation date will be extended by the number of Working Days equal to the period of the leave taken. Employees who have taken leave without pay on a intermittent or Reduced Schedule the extension will be based on the number of hours.

6. Employees returning to work from approved leave without pay shall be returned to the same or equivalent position held prior to taking the leave without pay. Under leave without pay a Key Employee may be exempt from reinstatement to their current or equivalent position. For determination contact the Human Resources Director or designee.

C. EFFECTS OF LEAVE ON BENEFITS

1. Employees on leave without pay shall receive no compensation and will not earn accrued leave.

2. Benefit Eligible Employees will lose group benefit coverage the last day of the month after the start of the leave without pay per Section 1-70-010. The Benefit Eligible Employee must complete re-enrollment form(s) within thirty-one (31) days of returning to work to elect coverage. The coverage will be reinstated the first day of the month following the completion of the appropriate form(s), if a timely request is submitted.

3. State Retirement service credits do not accrue during any period of leave without pay but will commence upon the employee's return to work. An active member may obtain service credit for up to a one (1) year period when on an approved unpaid leave of absence from employment through the Arizona State Retirement System or the Public Safety Retirement System. The purchase is subject to the one-year limitation on the amount of service that may be accrued in a fiscal year.

D. TERMINATION OF EMPLOYMENT

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An employee will be considered to have voluntarily terminated employment if the employee:

1. Fails to return to work upon expiration of the period of leave to which the employee was entitled and has not requested an extended leave or if the extended leave is denied and the employee does not return to work.

2. Advises the City of his or her intention not to return to work.

4. Refuses comparable reemployment to an equivalent position.

Link(s): Arizona Revised Statute Section 38-739
Arizona Revised Statute Section 38-849 C

1-50-090. UNAUTHORIZED LEAVE WITHOUT PAY

Any unauthorized absence for one (1) day or an assigned shift by an employee shall be deemed to be absent without pay and abandonment of his or her position. Employees who abandon their job in this manner shall be automatically deemed to have resigned.

Under extenuating circumstances the appropriate Division Director may rescind the assumed resignation and grant leave without pay.

1-50-100. DONATED LEAVE

Benefit Eligible employees may donate leave to other requesting employees for any reason.

A. ELIGIBILITY

1. Benefit Eligible Employee may donate leave to a requesting employee that meets certain requirements:

   a. The employee requesting donated time must be benefit eligible and been employed for at least six (6) months.
   b. The employee requesting donated leave must have exhausted all appropriate leaves.

2. All donated leave will be transferred to the receiving employee as paid time off at the receiving employee's regular rate of pay.

3. Employees may use donated time in the following increments:

   a. If the employee is able to return to work on a reduced schedule, the employee may use donated time in one (1) hour increments in order to remain benefit eligible (e.g. twenty hours per week) or maintain the employee's bi-weekly pay. Any accrued leave will be used prior to the employee using donated leave.

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b. If the employee is unable to return to work, the employee may use donated time in hour increments in order toremain benefit eligible (e.g. twenty hours per week) or maintain the employee's bi-weekly pay.

4. Employees may request donated leave on more than one occasion for the same situation.

B. PROCEDURES

1. Employees may request donated leave by submitting a Donated Leave Request Form to the immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee. The employee may specify if the leave is for medical or non-medical reasons, in which case such information will be provided to other employees. The employee also may not specify the reason for requesting leave.

2. Donated time will come from employees' accrued vacation balances or holiday compensatory time, on a voluntary anonymous basis.

3. Donated time will be used on an hour-for-hour basis, not an hourly rate.

4. When multiple contributions are made, the hours will be given to the requesting employee in order of receipt of the donation forms.

5. Unused donated time will be returned to the donor's leave accruals.

1-50-200. INCLEMENT WEATHER

The City shall provide municipal services to the maximum extent possible. Under severe inclement weather, the City Manager or designee may suspend City operations when the concern for the safety of employees overrides the value of continued work.

A. ELIGIBILITY

1. Emergency City operations may not be suspended and employees will continue to full-fill his or her assigned shift.

2. Non-emergency City operations may be suspended and the City Manager may authorize employees to arrive later than the beginning of or leave earlier than the end of his or her assigned shift.

B. PROCEDURES

1. The City Manager will notify employees of closure by the emergency telephone number, City website and/or City email.

2. When City operations are suspended the employee may choose to make up the hours in the current workweek or use accrued leave.

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3. Upon approval of the employees' immediate supervisor an employee may be allowed to stay at work or offer to work in snow operations. Employees can contact Public Works Administration in order to work in snow operations.

4. Employees who report to work late or leave early on a day the City Manager does not suspend operations shall make up the hours in the current workweek or use accrued leave.

5. Employees who wish to use accrued leave will submit a Leave of Absence Request Form to the employee's immediate supervisor to record their leave through the City's payroll procedures.

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Justyna Costa, Housing & Grants Administrator

Date: 04/10/2013

Meeting Date: 04/16/2013

TITLE:

Consideration and Adoption of Resolution No. 2013-07: A resolution approving the City of Flagstaff 2013/2014 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

RECOMMENDED ACTION:

1) Read Resolution No. 2013-07 by title only
2) City Clerk reads Resolution No. 2013-07 (if approved above)
3) Adopt Resolution No. 2013-07

Policy Decision or Reason for Action:

- An Annual Action Plan (AA Plan) is a HUD required document that specifies how the annual allocation of Community Development Block Grant (CDBG) funds will be spent.
- The submission of the AA Plan, is required to maintain the City of Flagstaff's annual entitlement allocation of CDBG and other federal funds. The AA Plan is due to HUD on May 15, 2013.

Subsidiary Decisions Points:

Staff is presenting Community Development Block Grant (CDBG) funding options to City Council at the April 9 work session for discussion and consideration.

Financial Impact:

HUD has not yet released the 2013/2014 CDBG allocation, but has issued guidance to expect a 10% reduction from the 2012/2013 allocation, estimated at approximately $479,000. In addition, the City of Flagstaff is able to combine program income and reallocated funds from previous years to increase the funds available for allocation. Total program income and reallocated funds will equal $114,205 for an estimated total of $593,205 available for the 2013/2014 allocation. Should the City of Flagstaff receive a larger than estimated CDBG allocation, those funds will be distributed evenly among the activities funded. Conversely, should the City receive less than estimated, the activity funding will be reduced accordingly.

Connection to Council Goal:

Effective Governance - The City of Flagstaff is considered an entitlement community and receives an annual allocation of CDBG funding. CDBG funds over the past 14 years have provided benefit to thousands of Flagstaff residents.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

A) Approve Resolution No. 2013-07 and authorize its submission to HUD.
B) Modify the AA Plan and authorize its submission to HUD at a later time.
C) Not approve Resolution No. 2013-07, not submit the AA Plan to HUD and risk losing CDBG funding for 2013/2014 and possibly future allocations.

Background/History:

On January 8, 2013 staff received Council guidance to conduct a formal public proposal process to assess the community need for CDBG funds. In addition, Council asked staff to research possible infrastructure options within target neighborhoods. Six external agency proposals were received along with two City of Flagstaff requests.

Housing staff is responsible for determining whether a proposed activity is eligible and for conducting a risk assessment of the project and applying agency. Federal funds require administrative knowledge and capacity to ensure compliant and timely expenditure of funds. A committee comprised of three community representatives (two non-profit representatives and one target neighborhood representative) and two City staff met to review the external proposals and rank them by consensus. Rankings are created to primarily serve as a risk and benefit assessment and are a crucial part of the staff recommendations forwarded to City Council. Below is a list of the proposals in ranking order. The proposals are divided between Housing/Economic Development and Public Service as they have two separate funding categories and different criteria. Internal City of Flagstaff requests are not ranked (NR) because the City does not have to compete for the use of the funds. A comprehensive Proposal Book that included each of the below proposals was distributed to Council the week of April 1, 2013.

Housing/Econ Dev. Activities	Proposal/Project	Request	Ranking
Bothands, Inc.	Financial Assist. & Counseling	$140,000.00	93
Bothands, Inc.	Job Creation	$70,000.00	86
Catholic Charities	Min Rehab. of E.Shelt/Trans. Hsg.	$53,000.00	77
City of Flagstaff	Owner Occupied Housing Rehab.	$140,000.00	NR
City of Flagstaff	Infrastructure*	$80-$475K	NR

Public Service Activities	Proposal/Project	Request	Ranking
Northland Hospice	Hospice Operational Assistance	$20,000.00	103
Catholic Charities	PATH Operational Assistance	$30,000.00	85
DNA People's Legal Services	Housing Legal Assistance	$29,114.00	76

*Infrastructure options for Council consideration include:

1. **Arroyo Park Roadway Access Improvements - $80,000-$150,000**: Roadway access improvements to the park access road and parking area (currently dirt).
2. **Sunnyside Alley Waterlines - $475,000**: Replace existing 2” waterline with 8” main in the alley located between Main St. and First St., extending north from Sixth Ave. to Felice Ave. (approximately 1400 l.f.)
3. **Sunnyside Sidewalk Infill - $250,000**: Construct new sidewalk behind existing curb & gutter along both sides of Spruce Ave. (1,150 l.f.), and both sides of Third St. (1,350 l.f.) between Second Ave. and Fifth Ave.
3. **Joel Montalvo Baseball Field Parking Lot - $225,000**; A.C. Paving of the existing dirt parking area (290 c.y.) north of the ball field and west of the Old Fire Station #2.

Key Considerations:

HUD requires that funded activities implement strategies from the Consolidated Plan. All recommended activities further this goal. Also important are project eligibility and viability. CDBG funds must be used to further the CDBG Primary Objective to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities principally for low and moderate-income persons (80% of the AMI = $49,700 currently for a family of four) in Flagstaff.

HUD has two funding caps with regard to the use of CDBG funds. Public Service Activities are capped at 15% of the allocation and Program Administration is capped at 20% of the allocation. The rest of the available funding can be spent on Housing/Economic Development Activities.

Staff will be bringing the below funding options to City Council for discussion and consideration at the April 9 work session.

Public Service Funding Recommendation
Federal CDBG regulations do not allow more than 15% of funds to be spent on Public Service Activities; approximately $73,000 estimated for Program Year 13/14. Due to these requirements below is the funding option for the Public Service Category:

Housing/Economic Development Funding Options
There is an estimated $422,205 in CDBG funds available for Housing/Economic Development Activities. At the January 8 meeting it was unclear if the majority of Council was in favor of the use of CDBG for infrastructure in Target Neighborhoods. For this reason staff is providing two funding options. Option A funds all of the Housing/Economic Development Activities including infrastructure. Option B funds all activities at the requested amounts, but does not fund infrastructure. In addition, Option B leaves $19,205 unallocated to a specific activity. If Option B is chosen, Council may choose to let this money remain unallocated until the next Annual Action Plan cycle in January of 2014, or may choose to allocate it to one of the below Housing/Economic Development Activities (as the Public Service category is already funded to the 15% cap).

Housing/Econ Dev. Activities	Proposal/Project	Request	Option A	Option B
Bothands, Inc.	Financial Assist. & Counseling	$140,000.00	$122,000.00	$140,000.00
Bothands, Inc.	Job Creation (*Economic Development*)	$70,000.00	$62,000.00	$70,000.00
Catholic Charities	Min Rehab. Of E.Shelt/Trans Hou.	$53,000.00	$43,000.00	$53,000.00
City of Flagstaff	Owner Occupied Housing Rehab.	$140,000.00	$100,000.00	$140,000.00
City of Flagstaff	Infrastructure	$80-$475K	$95,205.00	$0
		Total Avail.	**$422,205.00**	**$403,000.00**
		Unallocated	$0.00	$19,205.00

Expanded Financial Considerations:

The attached Resolution 2013-07 has been updated to reflect City Council direction after the April 9, 2013 work session. The 2013/2014 CDBG recommendations are based on an estimated total of $593,205 in available funding and an estimated City of Flagstaff indirect rate of 7.19%.

- The 2013/2014 estimated allocation is $479.000, a 10% decrease from 2012/2013. This decrease is due to an overall decrease in Federal CDBG funding.
- In addition to the annual allocation, there is $14,205 available from current year program income and $100,000 in reallocated funds for a total of 593,205 available to allocate. Program income is gathered through the repayment of loans of the Owner Occupied Housing Rehabilitation and Homebuyer Financial Assistance programs. Reallocated funds primarily derive from activities that complete their scope of work but do not spend down all of their funds and have accumulated over the past few years.
- Federal CDBG regulations do not allow more than 15% of funds to be spent on public service activities; approximately $73,000.
- CDBG administration and compliance are limited to 20% of the allocation; approximately $98,000.
    - Of the $98,000, an estimated 7.19% or $34.440 will be required for the City's indirect allocation, leaving 12.81% or $63,560 to be utilized for compliance and administration associated with the grant.

Community Benefits and Considerations:

CDBG funds, leveraged with other private and public funds over the past 14 years, have resulted in benefits to thousands of Flagstaff residents.

Community Involvement:

The Annual Action Plan process has two opportunities for Community Involvement.
Involve - The public participation process is a requirement of the Plan and encourages public involvement.
Collaborate - The ranking committee is an example of public participation at the collaboration level.

Attachments: Resolution No. 2013-07
WS PP April 9

RESOLUTION NO. 2013-07

A RESOLUTION APPROVING THE CITY OF FLAGSTAFF 2013/2014 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 2013/2014 Annual Action Plan in order to meet the federal requirement; and

WHEREAS, the Flagstaff City Council has reviewed and approved the 2013/2014 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 2013/2014 Annual Action Plan be hereby authorized to reflect the following use of the 2013/2014 CDBG funds, and the reallocation of CDBG funds from previous program years.

2013/2014 Funds For Allocation

Total Estimated 2013/2014 Entitlement Award		$479,000.00
Total Reallocation from Program Income and Previous Project Years		$114,205.00
12/13 Program Income	*$14,205.00*	
Unspent reallocated funding and program income	*$100,000.00*	
Total Available		**$593,205.00**

2013/2014 CDBG ENTITLEMENT FUNDS ALLOCATION

Total Available	**$593,205.00**
Grant Compliance and Administration	$63,560.00
Estimated City Indirect Rate of 7.19%	$34,440.00
Housing/Econ. Development Activities	
BOTHANDS, Inc. - Financial Assistance and Counseling Program	$140,000.00
BOTHANDS, Inc. – Job Creation	$70,000.00
Catholic Charities - Minor Rehabilitation of Housing	$53,000.00
City of Flagstaff - Owner Occupied Housing Rehabilitation	$140,000.00
Public Service Activities	
Northland Hospice – Hospice Operational Assistance	$20,000.00
Catholic Charities – PATH Operational Assistance	$30,000.00
DNA People's Legal Services – Housing Legal Assistance	$23,000.00
Unallocated Funds	$19,205.00
Total City of Flagstaff Fund Allocation	**$593,205.00**

SECTION 2. Should the City of Flagstaff receive a larger than estimated CDBG allocation, those funds will be distributed evenly among the activities funded. Conversely, should the City receive less than estimated, the activity funding will be reduced accordingly.

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 the non intergovernmental agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution.

SECTION 5. That this resolution shall take effect 30 days after its adoption.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 16th day of April, 2013.

_____
MAYOR

ATTEST:

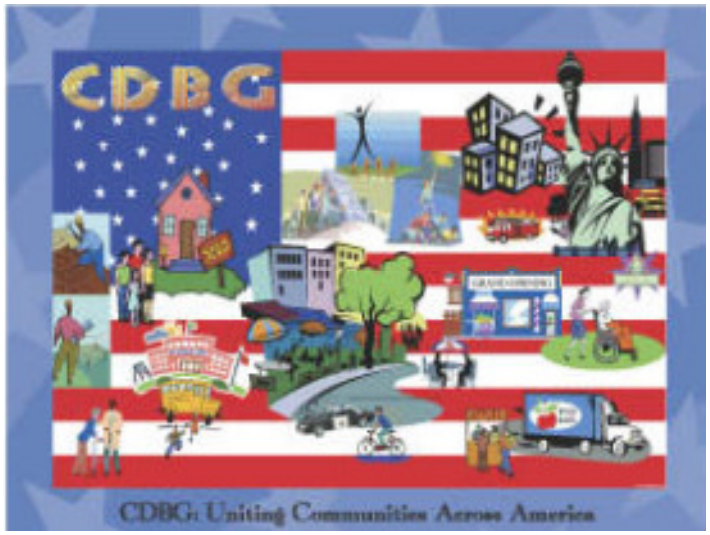
_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

City of Flagstaff



2013/2014
Annual Action Plan
CDBG Proposal Process

Justyna Costa
Housing and Grants Administrator

Tonight

1) What is CDBG?
2) CDBG Process
3) Allocation Breakdown
4) Proposals Received
5) Recommended Options
6) Requesting Council Input for Resolution No. 2013-07 (April 16th Council Meeting)

What is CDBG?

Federal grant program administered by the Department of Housing and Urban Development (HUD).

Flagstaff is considered an Entitlement Community and receives an annual allocation based on a formula.

CDBG Eligibility Criteria

1. *Primary and National Objectives*

   The development of viable urban communities through the provision of:

   - Decent housing
   - A suitable living environment
   - Economic opportunity

   Principally for low and moderate income persons

2. *The Goals, Strategies and Objectives of the FY 2011-2015 Consolidated Plan*

Council Direction (1/8/13)
Staff Responsibilities

- Conduct a proposal process
- Determine activity eligibility
- Assess activity viability
- Conduct agency risk assessment
- Explore infrastructure options
- Provide recommendations to City Council

Public Participation Process

- Public Meetings
  - *January 10, 2013*
  - *February 15, 2013*
- Open Proposal Process
  - *January 10-February 11, 2013*
- Proposal Ranking committee
  - *Citizens and Staff*
- City Council work session (today)
- City Council action item (next week)
- Annual Action Plan due to HUD (May 15)

Proposal Scoring Criteria Examples

- Community Need and Collaboration
- Target Neighborhood location
- Budget
  - Leverage
  - Cost Effectiveness
- Capacity and Timeliness
- Council CDBG Priorities

  - Neighborhood Revitalization
  - Homelessness
  - Housing
  - Seriously Mentally Ill and/or Serial Inebriates

Distribution Allowed by HUD

<u>Distribution</u>

- Public Service activities (15% cap)
- Administration (20% cap)
- The rest may be spent on eligible activities

How much money do are we talking about?

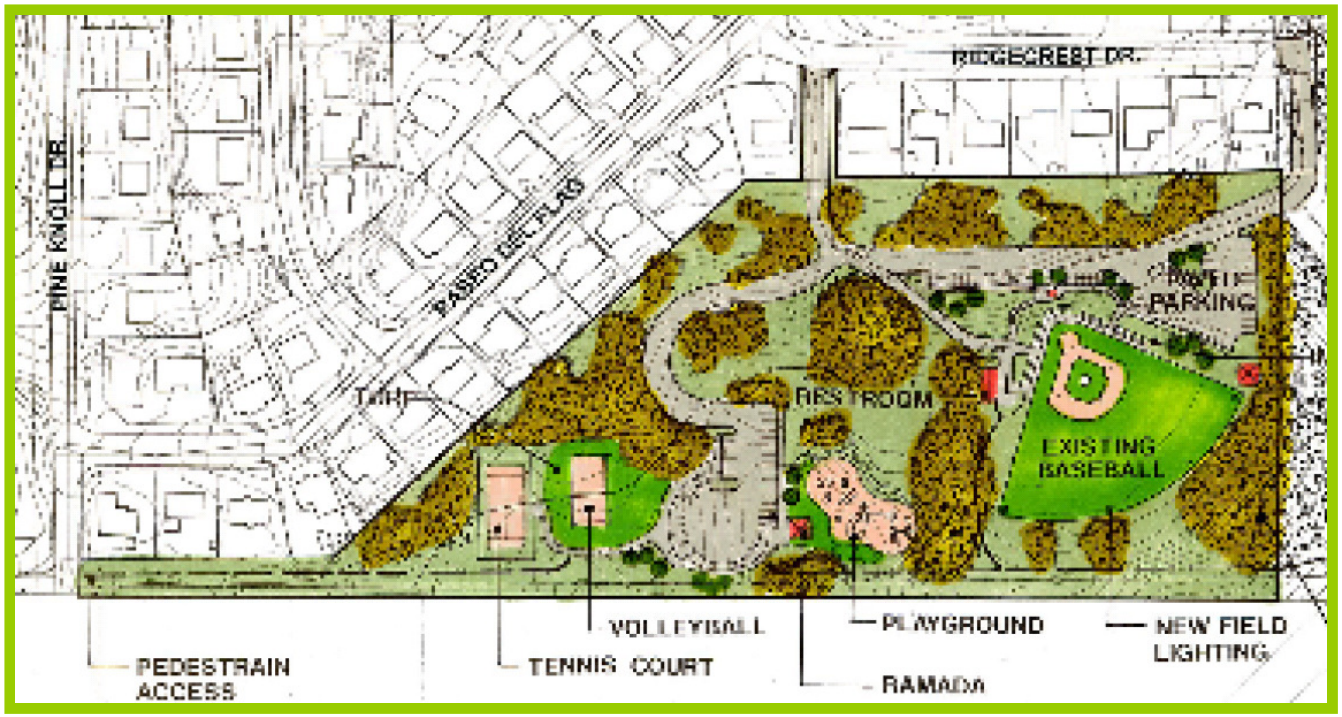
13/14 Estimated Allocation	$479,000.00
Program Income and Reallocated Funds	$114,205.00
Total Available	**$593,205.00**
Public Service (15% cap)	$73,000.00
Housing/Economic Development Activities	$422,205.00
Admin/Grant Compliance and Indirect (20% cap)	$98,000.00
Estimated City Indirect at 7.19% = $34,440 Admin/Grant Compliance = $63,560	

Housing and Economic Dev. Proposals

Agency	Proposal/Project	Request	Ranking
BOTHANDS, Inc.	Financial Assistance and Counseling	$140,000.00	93
BOTHANDS, Inc.	Job Creation / Economic Development	$70,000.00	86
Catholic Charities	Minor Rehab. of Shelter	$53,000.00	77
City of Flagstaff	Owner Occupied Housing Rehab.	$140,000.00	NR
City of Flagstaff	Infrastructure	$80-$475K	NR
	Total	**$483K-$878K**	

Infrastructure Options

- **Option 1- Arroyo Park Roadway Access Improvements - $80,000-$150,000**: Roadway access improvements to the park access road and parking area (currently dirt). Target Neighborhood – Pine Knoll



Infrastructure Options

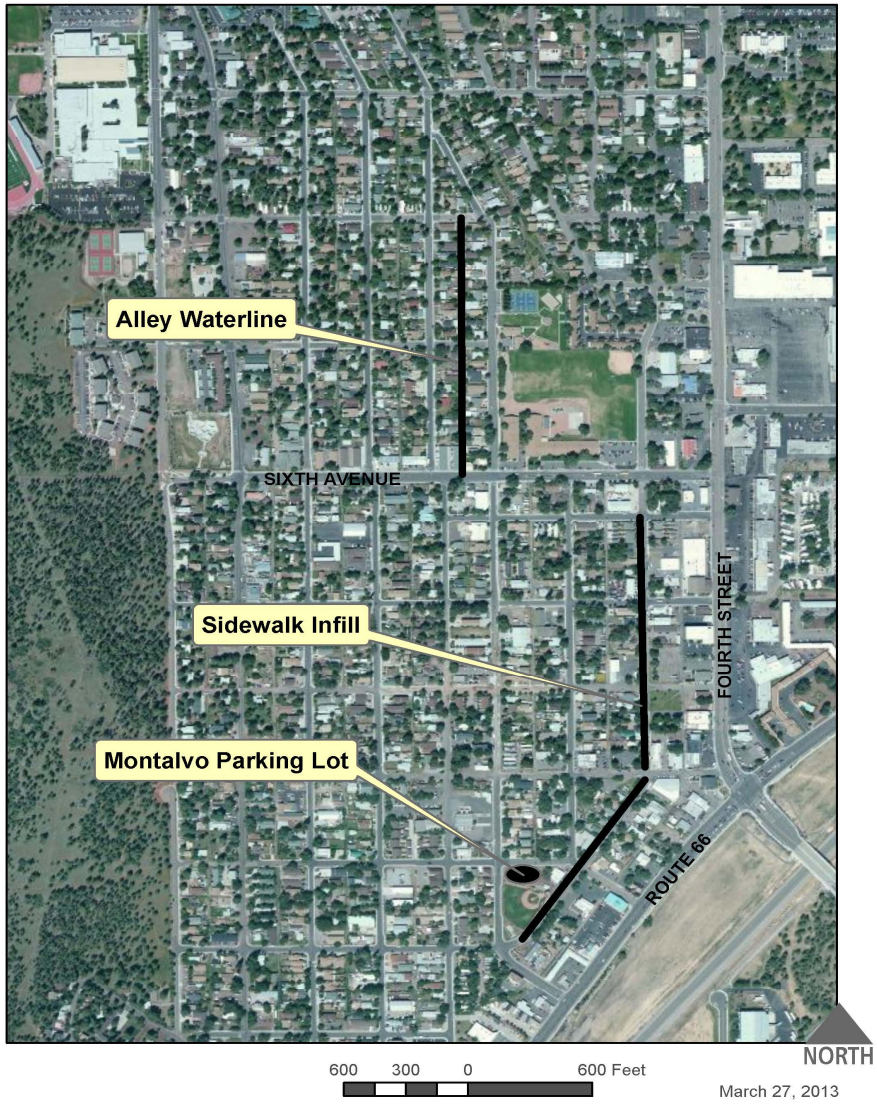
- **Option 2 - Sunnyside Alley Waterlines - $475,000**: Replace existing 2" waterline with 8" main in the alley located between Main St. and First St., extending north from Sixth Ave. to Felice Ave. (approximately 1400 l.f.)

- **Option 3 - Sunnyside Sidewalk Infill - $250,000**: Construct new sidewalk behind existing curb & gutter along both sides of Spruce Ave. (1,150 l.f.), and both sides of Third St. (1,350 l.f.) between Second Ave. and Fifth Ave.

- **Option 4 - Joel Montalvo Baseball Field Parking Lot - $225,000**; A.C. Paving of the existing dirt parking area (290 c.y.) north of the ball field and west of the Old Fire Station #2. (Sunnyside)

CDBG Funds Request - Menu Projects

-- Sunnyside Neighborhood Proposed Projects --



Public Service Proposals

Agency	Proposal/Project	Request	Ranking
Northland Hospice	Hospice Operation	$20,000.00	103
Catholic Charities	PATH Operation	$30,000.00	85
DNA People's Legal Services	Housing Legal Asst.	$29,144.00	76
	Total	**$79,144.00**	

Fiscal Year 13/14 Options

Total Available: $73,000 for Public Service Activities (15% cap)

Public Service Activities	Proposal/Project	Request	Option A
Northland Hospice	Hospice Operational Asst.	$20,000.00	$20,000.00
Catholic Charities	PATH Operational Asst.	$30,000.00	$30,000.00
DNA Legal	Housing Legal Assistance	$29,144.00	$23,000.00
	Total	**$79,144.00**	**$73,000.00**

Fiscal Year 13/14 Recommendations

Total Available: $422,205 for Housing/Economic Development Activities

Housing/Econ. Dev Activities	Proposal/Project	Request	Option A	Option B
BOTHANDS, Inc.	Financial Assistance	$140,000.00	$122,000.00	$140,000.00
BOTHANDS, Inc.	Job Creation/Econ Dev.	$70,000.00	$62,000.00	$70,000.00
Catholic Charities	Minor Rehab. of Shelter	$53,000.00	$43,000.00	$53,000.00
City of Flagstaff	Owner Occ. Housing Rehab.	$140,000.00	$100,000.00	$140,000.00
City of Flagstaff	Infrastructure	$80-$475K	$95,205.00	$0
		Carry Forward:	**$0**	**$19,205.00**

Next Steps

- Tonight - Council Input for Resolution No. 2013-07
- April 17, 2012 - Council Approval of Resolution No. 2013-07
- May 15, 2012 - Submission of Annual Action Plan to HUD

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Darr, Housing Manager
Date:	04/10/2013
Meeting Date:	04/16/2013

TITLE:

Consideration and Adoption of Resolution No. 2013-09: A resolution authorizing the City of Flagstaff to provide up to two-hundred forty-five thousand dollars ($245,000) to Mountainside Village/Flagstaff LP as Local Government Contribution for a Low Income Housing Tax Credit Acquisition/Rehabilitation Project under the Arizona Department of Housing ("ADOH") 2013 or 2014 Qualified Allocation Plan.

RECOMMENDED ACTION:

Should the Council wish to move forward with this project:
1) Read Resolution No. 2013-09 by title only
2) City Clerk reads Resolution No. 2013-09 by title only (if approved above)
3) Adopt Resolution No. 2013-09

Policy Decision or Reason for Action:

The 2013 Qualified Allocation Plan (QAP) for the Low Income Housing Tax Credit (LIHTC) program from the Arizona Department of Housing (ADOH) awards ten points to any project in which at least ten percent (10%) of the permanent financing is from a contribution from Local Government with a population of less than 500,000. The proposed project is the acquisition and rehabilitation of the Mountainside Village Apartments, an existing LIHTC complex in the Sunnyside Neighborhood. The request of the City of Flagstaff from Mountainside Village/Flagstaff LP is for a loan of $245,000 (1.7% of the total acquisition/rehabilitation budget) in order to strengthen the application for tax credits. Ultimately, if the application is successful, this results in an extended required affordability period for the complex and a substantial rehabilitation of the seventeen-year-old units. While the QAP is published annually, it is relatively consistent from year to year; thus it is reasonable to expect the Local Government Contribution scoring category will also be contained in the 2014 QAP.

Financial Impact:

The current $345,000 mortgage will be paid in full to the City and the City will reissue $245,000 in debt to Mountainside Village/Flagstaff LP. The $100,000 difference will be deposited into the housing fund for other affordable housing objectives. Interest on the $245,000 loan will be paid annually, based on cash flow available as determined by an independent auditor at an annual rate of 3% for the 30-year life of the loan.

Connection to Council Goal:

5. Retain, expand, and diversify economic base
11. Effective governance

Has There Been Previous Council Decision on This:

- June 7, 1994 - City Council approved Ordinance No. 1837 authorizing the sale or lease by the City of the property where Mountainside Village is now located
- December 6, 1994 - City Council approved a development agreement and mortgage agreement between the City of Flagstaff and the Flagstaff Affordable Housing Limited Partnership for the sale of city land and the development of 80 units of affordable rental housing
- March 8 and May 8, 1995 - City Council approved an amendment to the development agreement and mortgage agreement between the City of Flagstaff and the Flagstaff Affordable Housing Limited Partnership
- April 27, 2009 - City Council approved amendments to the Promissory Note, amendments to the Subordination Agreement and a Waiver of a Right of First Refusal permitting a refinancing of the property at lower interest rates and additional funds for rehabilitation.

Options and Alternatives:

- Approve Resolution 2013-09 - Will have the effect of strengthening an application for an Acquisition / Rehabilitation LIHTC application
- Amend Resolution 2013-09 - Will have the effect of not providing support for and additional points in an application for Acquisition / Rehabilitation LIHTC
- Reject Resolution 2013-09 and not provide a Local Government Contribution

Background/History:

The LIHTC Program, which is based on Section 42 of the Internal Revenue Code, was enacted by Congress in 1986 to provide the private market with an incentive to invest in affordable rental housing. Federal housing tax credits are awarded to developers of qualified projects. Developers then sell these credits to investors to raise capital (or equity) for their projects, which reduces the debt that the developer would otherwise have to borrow. Because the debt is lower, a tax credit property can, in turn, offer lower, more affordable rents.

Provided the property maintains compliance with the program requirements, investors receive a dollar-for-dollar credit against their Federal tax liability each year over a period of 10 years. The amount of the annual credit is based on the amount invested in the affordable housing.
According to the Arizona Department of Housing, it has been the most successful rental housing production program in Arizona to date, creating thousands of residences with very affordable rents.

Mountainside Village Apartments is an existing 80-unit apartment complex financed under the LIHTC program providing rental housing to households at or below 60% of the Area Median Income (currently $37,300 for a household of four). The 5.5 acre site where Mountainside Village Apartments is located was purchased from the City in 1994 for the appraised value of $345,000. At that time, the City provided a loan for the purchase price of $345,000 for 30 years, at 3% interest, payable interest-only each month. Construction of the complex was completed in 1996 and consists of 50 two-bedroom units and 30 three-bedroom units. There are eight (8) apartment buildings, containing ten (10) units each and one office/laundry/maintenance shop.

There were several amendments to the development agreement and the mortgage documents in the first year after the initial execution. These were primarily administrative, as the agreements were executed prior to the tax credits being awarded, the main financing and construction of the project being completed. The subsequent actions required the base documents to be amended several times in order to accommodate the changing conditions of the site and financing.

The 2009 refinancing of the project provided for rehabilitation of the project including new, more durable cabinetry in all units, new energy efficient hot water heaters, and other interior upgrades.

While most of the projects Council has become previously familiar with under the LIHTC program have resulted in new construction, there is also a provision within the QAP for the acquisition/rehabilitation of multifamily developments. A new development partnership, Mountainside Village/Flagstaff LP, is proposing to purchase the development from the current owner. After acquiring the property, a substantial rehabilitation of the exteriors and interiors of the existing eight (8) apartment buildings and the office/laundry/maintenance shop will be undertaken. The existing office and laundry will be remodeled and expanded and the existing maintenance shop will be relocated into a newly constructed and expanded maintenance/storage facility. Additionally, a new community center, with a manager's unit on the second floor, will be constructed. Currently, there is not a community center located at Mountainside Village.

Key Considerations:

The LIHTC process is highly competitive and the 2013 Qualified Allocation Plan (QAP) from the Arizona Department of Housing awards ten points to any project in which as least 10 percent of the permanent financing is from a Local Government with a population of less than 500,000. This year is an especially competitive year, as the Arizona Department of Housing (ADOH) forward allocated about 50% of its 2013 tax credits in the 2012 LIHTC application round, leaving about $7.6 million in annual tax credits available for 2013 instead of the usual $14+ million. Mountainside Village/Flagstaff LP is requesting $1,368,539 in annual tax credits from ADOH for the rehabilitation/renovation of Mountainside Village, which is about 18% of the tax credits remaining for 2013. If credits are not awarded in this round, Mountainside Village/Flagstaff LP intends to submit the application again in the 2014 QAP round.

The request of the City of Flagstaff from Mountainside Village/Flagstaff LP is for a loan of $245,000 in order to strengthen the application. While the City has not previously worked directly with this LP before, the City has successfully worked with one of the General Partners on numerous occasions. The loan is contingent on tax credits being awarded in either 2013 or 2014.

While Mountainside Village has already been in service as a tax credit property for seventeen (17) years, this acquisition / rehabilitation project will renew the affordability period of the project for another thirty (30) years.

Rent Structure and Population Served

As a LIHTC projects rents are affordable to households earning at or below 60% AMI (currently $37,300 for a household of 4). Currently, under the Development Agreement with the City of Flagstaff, all units within the project are affordable to households at 60% AMI or below with rent either $11 or $14 (depending on bedroom size) below the required rent structure for a LIHTC project. Completion of the acquisition/rehabilitation project will provide rents targeted to households with incomes even lower than the 60% households it now serves. The chart below is reflective to the unit count and rent breakdown the project will serve if the LIHTC are awarded:

Number of Units	% of AMI Served	Rent for 2 Bedroom	Rent for 3 Bedroom
24	40%	$449	$493
32	50%	$588	$654
24	60%	$728	$816
1	Manager's Unit		
81 Total Units			

Scope of Project

After the project is acquired, a substantial rehabilitation will be undertaken. While the list below encompasses the major components of proposed improvements, it is, nevertheless, a partial list.

- Addition of a 2300 sq.ft. Community Center with meeting space, including a kitchen, exercise room and second laundry room on the first floor and a manager's unit on the second floor

- Addition of a playground
- Site improvements to address drainage issues
- Landscaping
- Re-paving of all parking surfaces
- Existing office and laundry will be remodeled and expanded
- Addition of maintenance/storage facility
- Exterior
    - 40-year shingles and underlay
    - Energy efficient windows
    - Re-insulate exterior and attics with higher rated insulation
    - Addition of concrete siding
- Interior
    - Air handlers
    - Energy efficient plumbing and electrical fixtures
    - Energy efficient appliances
    - Addition of garbage disposals
    - New floor coverings in the units that have not yet received them

Expanded Financial Considerations:

Funding for this $245,000 loan request will be made available through the satisfaction of the current $345,000 mortgage held by the City of Flagstaff on the property, and interest will be paid annually, based on cash flow available as determined by an independent auditor, as generated at a rate of 3% per year for the 30-year life of the loan. The $100,000 difference between the repayment of the current mortgage and the new loan, provides income to further other affordable housing objectives.

Funds will not be provided if the developer does not receive a LIHTC allocation from ADOH in either the 2013 or 2014 funding rounds, and if so, not until the property is acquired and the current mortgage is paid off. Quoted from the letter from the requesting party: “The total development cost of this acquisition / rehabilitation project is about $14,467,000, or about $178,600/unit for 81 units. The City’s contribution of $245,000 equates to 1.70% of the total development budget.” The existing note holder is current on interest payments to the City. As indicated in the letter from the requesting party (attached), multiple layers of financing are anticipated and the City's loan will be subordinate to the balance of the financing. Functionally, the execution of one or more subordination agreements may be required in order for this to be accomplished.

Community Benefits and Considerations:

The need for additional low-income rental housing is well documented in Flagstaff and is evidenced by the lengthy waiting list maintained by the Flagstaff Housing Authority. As of January 15, 2013, the waitlist had 1,839 applicants with at least a 24 month waiting time. This project will renew the affordability time period for thirty years and add a net increase of one affordable unit. Additionally, the rehabilitation work and construction of the community center and maintenance facility will provide tax revenue and jobs in the community.

Community Involvement:

Inform

Attachments: Request from Developer
Res. 2013-09
Req. Supplemental Fact Sheet

WESCAP DEVELOPMENT, LLC

4745 NORTH 7TH STREET, SUITE 110 PHOENIX, AZ 85014 602-200-5660 FAX: 602-277-8491

Via e-mail: sdarr@flagstaffaz.gov

February 8, 2013

Sarah Darr
Housing Manager
CITY OF FLAGSTAFF
211 West Aspen Avenue
Flagstaff, AZ 86001

RE: Mountainside Village Apartments
2251 North Izabel Street
Flagstaff, AZ 86004

- 2013 Tax Credit Application – *Local Government Financing*

Dear Sarah:

Mountainside Village Apartments (the "Project") is slated to be submitted to the Arizona Department of Housing ("ADOH") as a 2013 Low Income Housing Tax Credit ("LIHTC") application on May 1, 2013. As you know, the annual LIHTC application process with ADOH is highly competitive with about 30% of the applications receiving allocations of tax credits from ADOH. Every possible scoring point needs to be considered to ensure a competitive LIHTC application is formulated.

ADOH's 2013 LIHTC Qualified Allocation Plan (2013 QAP) offers the scoring category entitled *Local Government Contribution – 10 Points* (Sections 2.7.I and 2.9.W). This scoring category for the Project can be satisfied by a loan from the City of Flagstaff ("City").

WESCAP Investments, Inc. ("WESCAP") requests the City consider providing a *Local Government Contribution* to the Project in the form of a cash flow loan in the amount of $245,000.00. Please consider:

Project Description and Background:
Mountainside Village Apartments is an existing 80-unit apartment complex that was financed under the LIHTC program. The 5.5 acre site for the Project was purchased from the City. The City sold the land for the appraised value - $345,000, and provided a loan of $345,000 for 30 years, at 3% interest, payable interest only each month.

The Project was completed in 1996 and consists of 50 two-bedroom units, with a net livable area of 750 sq. ft., and 30 three-bedroom units with, a net livable are of 929 sq. ft. Eight (8) apartment buildings, containing 10 units each, and one office/laundry/maintenance shop currently comprise the Project.

Continued

The Project has been operated by WESCAP as an affordable housing development with rents affordable to families earning 60% or below the Area Median Income ("AMI") levels.

Acquisition/Rehabilitation Project under 2013 QAP:
Mountainside Village Apartments qualifies under the *Acquisition/Rehabilitation – 10 Points* scoring category of the 2013 QAP (Sections 2.7.J and 2.9.X). A new development partnership, Mountainside Village/Flagstaff LP, will acquire the project from the current owner, Flagstaff Affordable Housing, Limited Partnership, for the appraised value, as stipulated under Section 42 of the IRC and ADOH. Mountainside Village/Flagstaff LP (the "Applicant") will submit the 2013 LIHTC application to ADOH. An affiliate of WESCAP, WESCAP Development, LLC, will be the lead developer.

WESCAP is proposing substantial rehabilitation of the exteriors and interiors of the existing eight (8) apartment buildings and office/laundry/maintenance shop. The existing office and laundry will be remodeled and expanded. The existing maintenance shop will be relocated into a newly constructed and expanded maintenance/storage facility. Additionally, a new community center, with a manager's unit on the second floor, will be constructed. Currently, the Project has no community center

Rents and Income Levels:
As stated above, currently the Project offers rents affordable to households earning 60% or below AMI levels. Upon completion of the rehabilitation construction, the Project will provide:

- 24 units @ 40% AMI - $449 & $493/month
- 32 units @ 50% AMI - $588 & $654/month
- 24 units @ 60% AMI - $728 & $816/month
- 1 Manager's Unit
  81 Units Total

Seventy percent (70%) of the affordable units will be rented to households earning 40% and 50% of AMI.

Local Government Contribution - $245,000 from City Loan:

As stated above, the City provided the existing project with a $345,000 loan. Under WESCAP's proposal:

- The City's existing loan in the amount of $345,000 would be repaid at the time the new development partnership, Mountainside Village/Flagstaff LP ("Applicant"), acquires the property.

- The City would immediately provide the Applicant with a loan in the amount of $245,000 for the acquisition of the land portion of the purchase. If the land appraises for less than $245,000, the balance of the loan would be allocated towards improvements.

- The City would provide a cash flow loan in the amount of $245,000, which is secured by a Deed of Trust. The City's loan would be subordinate to the balance of the financing, which is anticipated being comprised of:
    - Permanent Loan of up to $1,500,000.
    - HOME Loan of up to $750,000.
    - Federal Home Loan Bank – Affordable Housing Program of up to $800,000.

- The City's loan would be payable, interest only at 3%, with the first payment due June 30, 2015, cash flow permitting. Interest would accrue from July 1, 2014. Maturity would be June 30, 2044.

- Closing is anticipated around December 1, 2013.

- The total development cost of this Acquisition/Rehabilitation project is about $14,467,000, or about $178,600/unit for 81 units. The City's contribution of $245,000 equates to 1.70% of the total development budget.

With the City's consideration of providing *Local Government Contribution* in the amount of $245,000 under ADOH's 2013 QAP, WESCAP believes a competitive 2013 LIHTC application can be formulated for Mountainside Village Apartments.

Sincerely,

MOUNTAINSIDE VILLAGE/FLAGSTAFF LP
WESCAP Development, LLC, Consultant

William E. Spreitzer, President

RESOLUTION NO. 2013-09

A RESOLUTION AUTHORIZING THE CITY OF FLAGSTAFF TO PROVIDE UP TO TWO HUNDRED FORTY-FIVE THOUSAND ($245,000.00) TO MOUNTAINSIDE VILLAGE/FLAGSTAFF LP AS LOCAL GOVERNMENT CONTRIBUTION FOR A LOW INCOME HOUSING TAX CREDIT PROJECT UNDER THE ARIZONA DEPARTMENT OF HOUSING ("ADOH") 2013 QUALIFIED ALLOCATION PLAN

RECITALS:

WHEREAS, the City of Flagstaff wishes to encourage development and maintenance of affordable housing in the City; and

WHEREAS, Section 42 of the Internal Revenue Code provides the private market with an incentive to invest in affordable rental housing called the LIHTC Program; and

WHEREAS, the City Council ("Council") by Ordinance No. 1837 dated June 7, 1994 authorized the sale of approximately 5.5 acres of City property within the Sunnyside neighborhood (the "Property") for the purpose of residential units affordable to families with income levels at or below 60 percent of the Area Median Income,

WHEREAS, the City issued a Deed of Trust ("Mortgage") dated December 13, 1994 to loan the amount of $345,000 with Flagstaff Affordable Housing LP, for the purchase of the property at an interest rate of 3% for 30 years, payable interest only each year when there is sufficient cash flow as determined by an independent auditor, with a balloon payment at the end.

WHEREAS, the City simultaneously entered into a Development Agreement with Flagstaff Affordable Housing LP regarding the development of the Property and further stipulating the project serve households with incomes at or below 60 percent area median income and establishing maximum rent amounts for the term of the Mortgage; and

WHEREAS, the Mountainside Village Apartments were financed under the LIHTC Program; and

WHEREAS, Mountainside Village/Flagstaff LP is proposing to purchase the Property and Mountainside Village Apartments from Flagstaff Affordable Housing LP; and

WHEREAS, Mountainside Village/Flagstaff LP, is the applicant for a new, 2013, LIHTC allocation with the Arizona Department of Housing and intends to apply for the 2014 LIHTC allocation if it is not successful in 2013; and

WHEREAS, the 2013 Qualified Allocation Plan from the Arizona Department of Housing awards ten points to any project in which as least 10 percent of the permanent financing is from a Local Government with a population of less than 500,000; and

WHEREAS, Mountainside Village/Flagstaff LP wishes to obtain the points offered for local government financing by obtaining a mortgage from the City similar to the one the City entered into with Flagstaff Affordable Housing LP; and

WHEREAS, if Mountainside Village/Flagstaff LP is awarded the LIHTC allocation it wishes to: 1) satisfy the Mortgage; 2) execute a deed of trust and promissory note for a cash-flow loan with the City in the amount of $245,000, with interest at the rate of 3% annually for the 30 year term of the new loan; and 3) extend the requirement of providing affordable housing for the new term of the loan; and

WHEREAS, the result of such an agreement will result in a payment of $100,000.00 to the City and the extension of the commitment to provide affordable housing until approximately 2043 or 2044.

ENACTMENTS:

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

SECTION 1. That the City will provide, upon acquisition of the Property, up to Two-Hundred Forty-Five Thousand ($245,000) to the Developer as Local Government Contribution under the Arizona Department of Housing ("ADOH") 2013 or 2014 Qualified Allocation Plan by means of a promissory note and deed of trust which provide for repayment of the Local Government Contribution ("LGC") in 2043 or 2044 and require the Developer to provide low-income housing at the Mountainside Village Apartments for the term of the loan. The interest rate on the thirty-year cash-flow loan shall be 3% annually, with other terms to be negotiated by City of Flagstaff Staff.

SECTION 2. That the LGC will be contingent upon the award of tax credits by ADOH to the Developer for Acquisition/Rehabilitation of Low Income Housing Tax Credit mufti-family project known as Mountainside Village Apartments.

SECTION 3. That the City Manager be and hereby is authorized to execute any documents necessary to implement the Local Government Contribution option in connection with the Developer's application for Low Income Housing Tax Credits under the ADOH 2013 or 2014 Qualified Allocation Plan.

SECTION 4. That this resolution shall take effect 30 days after its adoption.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Updated Supplementary Information as Requested

Mountainside Village Request for Local Government Contribution for Low Income Housing Tax Credit (LIHTC) Application

Type of Project: Acquisition and Rehabilitation of Mountainside Village Apartments, an existing 80-unit complex constructed in 1996 and located in the Sunnyside neighborhood

Requested Contribution: $245,000

Type: Loan

Loan Conditions: 30-years, 3% annual interest-only payments, based on cash flow available with a balloon payment of principle at end of 30-years. Project must maintain rents affordable to households at or below 60% Area Median Income (currently $37,300 for a household of 4) for the duration of the 30-years or repay the funds)

Source of Funds: Repayment of existing loan on same property in amount of $345,000
Original loan executed via sale of City-owned property to developer in 1994.

Total Development Cost: $15,048,588 *(number updated by requesting party as of April 7, 2013)*
$185,785 per unit (Replacement Value)
Project meets application criteria for "Efficient Use of Tax Credits" as per unit cost is projected to be at least 20% below the 221(d)(3) limits for Coconino County. *[221(d)(3) is a published HUD mortgage insurance limit]*

"As-Is Appraised Value": $3,000,000 (based on an income approach and taking the affordability restrictions into account)

Number of Units	% of AMI Served	Rent for 2 Bedroom	Rent for 3 Bedroom
24	40%	$449	$493
32	50%	$588	$654
24	60%	$728	$816
1	Manager's Unit		
81 Total Units			

Purchase Price: $3,000,000

Permanent Financing:

- U.S. Bank – Permanent Loan (1st Deed of Trust): $1,465,000
- Arizona Department of Housing – HOME Loan (2nd Deed of Trust): $ 750,000
- City of Flagstaff – Loan (3rd Deed of Trust): $ 245,000

TOTAL SECURED DEBT: $2,460,000

(*INCLUDES* CITY LOAN)

Recorded Loan-To-Value (LTV): 82%

City's Current Position: Current loan of $345,000 is subordinate to $2,450,000 (does ***not*** include City loan) in recorded debt. Proposed new position will be subordinate to $235,000 less in recorded debt.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	David McIntire, Permanent Affordability Administrator
Date:	04/10/2013
Meeting Date:	04/16/2013

TITLE:

Consideration and Approval of Ordinance 2013-07 authorizing the trade of City-Owned Property: If approved, Ordinance 2013-07 will authorize the trade of city-owned land. Parcel number 104-01-007, which is located at the Southwest corner of Elden Street and Butler Avenue, will be combined with the parcel to the South of it for development purposes. The City will receive an improved parcel for the community land trust program from the six unit subdivision created through the trade.

RECOMMENDED ACTION:

Should the Council wish to move forward with this exchange:
1) Read Ordinance No. 2013-07 by title only for the first time
2) City Clerk reads Ordinance No. 2013-07 by title only (if approved above)

Policy Decision or Reason for Action:

Approving the ordinance and authorizing the exchange would:

- generate one permanently affordable unit with no financial contribution in the exchange
- make possible private residential investment in Southside, a designated target neighborhood
- remove City maintenance responsibilities for the landscaping and snow removal on the parcel
- generate additional tax producing privately held parcels

Subsidiary Decision Points:
Council will be considering a request for preliminary plat for Elden Townhomes also scheduled for this meeting, April 16, 2013. Of note, the land exchange should be considered prior to the request for the preliminary plat.

Financial Impact:

The trade exchanges a parcel with limited alternative uses and limited value for a parcel in an improved subdivision with a townhome on it. There is no cash as part of the exchange and no costs other than potential recording fees and title update costs. The use of the City's Incentive Policy for Affordable Housing has also been requested for the development. The exchange will eliminate City responsibilities for items such as irrigation, landscaping and snow removal on the existing parcel, thus reducing ongoing City costs, and replace it with a lot that will generate a $30 per month ground lease fee and be taxed based on the restricted resale value of the townhome. Maintenance will become the responsibility of the new homeowner. Additionally, the exchange provides the opportunity for the development of five market rate townhomes which will generate tax revenue that would not exist otherwise.

Connection to Council Goal:

5. Retain, expand, and diversify economic base

Has There Been Previous Council Decision on This:

City Council provided direction to use existing and underutilized City owned land to provide permanently affordable housing without the use of City financial resources whenever possible.

Options and Alternatives:

- Approve Ordinance 2013-07
- Not approve Ordinance 2013-07 and retain the parcel in the current use as greenspace
- Not approve Ordinance 2013-07 and offer the parcel to the general public through an acceptable procurement process

Background/History:

City Council requested staff work with underutilized existing parcels of City owned land to generate affordable housing and provide other benefits with minimal financial resources. Staff performed a limited inventory of City owned land and has identified a small number of parcels with viability. The developer, Southside Development, LLC approached Housing staff regarding a parcel that had been identified and offered the exchange. The parcel is on the south side of Butler in the Southside Neighborhood. It is currently acting as landscaped greenspace along the Butler corridor and given its irregular configuration, limited size and unfavorable location, possesses, in isolation, an extremely limited potential for development. The parcel was received in 1961 due to non-payment on an improvement district lien. Negotiations were positive and the developer is currently in the submittal process for the subdivision.

Key Considerations:

The land exchange:

- makes private redevelopment investment in the Southside Neighborhood possible
- generates one permanently affordable home providing ownership opportunities to a qualified low-income household (80% of Area Median Income - currently $49,700 for a household of four)
- reduces City maintenance costs by eliminating a parcel currently requiring landscaping, irrigation and snow removal
- generates taxable units through the creation of both traditional market rate and affordable ownership housing
- utilizes a parcel with limited alternative value
- is allowed under the Arizona Revised Statutes
- requires nominal City financial resources in the exchange to generate the benefit

Expanded Financial Considerations:

Increases revenue and reduces costs for the City while generating affordable housing through:

- revenue received through the construction, sale and taxation of six new ownership units
- ongoing receipt of the $30 per month ground lease fee for the land trust unit
- elimination of ongoing costs for the City maintenance requirements for the existing parcel
- the permanently affordable unit will be a part of the City's inventory and will become more affordable in relationship to the market over time

Community Benefits and Considerations:

This land exchange will:

- make private investment in Southside, a target neighborhood, possible
- provide a permanently affordable unit to a low/moderate income homebuyer
- provide jobs for the construction industry
- generate revenue for the City
- reduce ongoing expenses
- increase the inventory of permanently affordable homes in the Land Trust Program

Community Involvement:

Inform

The Community Housing Policy Task Force recommended the use of City land to support the development of permanently affordable housing.

Council direction in 2009 was to use City owned land to provide affordable housing without a City financial contribution whenever possible.

The developer approached City staff about the use of the parcel.

Expanded Options and Alternatives:

Not approve Ordinance 2013-07 and retain the parcel as greenspace - this would prevent the market home development as well as the affordable housing.

Not approve Ordinance 2013-07 and offer the parcel to the public through a procurement process - this would significantly delay, and potentially prevent, the development as well as possibly preventing the City from receiving the same value of the exchange. It would have the potential to identify an advantageous alternative.

Attachments: Exchange Agreement
Ordinance 2013-07
Elden Property Map

PROPERTY EXCHANGE AGREEMENT BETWEEN SOUTHSIDE DEVELOPMENT, LLC AND THE CITY OF FLAGSTAFF

THIS PROPERTY EXCHANGE AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2013 by and between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("City") and Southside Development, LLC an Arizona corporation ("Developer").

RECITALS

A. WHEREAS, City is the owner of that certain real property generally located at the southwest corner of Butler Avenue and Elden Street, and more particularly described in Exhibit "A," attached hereto ("City Property");

B. WHEREAS, the City Property is currently being used for landscaping and sidewalk purposes and, given its irregular configuration, limited size and unfavorable location, possesses, in isolation, an extremely limited potential for development; and

C. WHEREAS, Developer is the owner of that certain real property located adjacent to the City Property, more particularly described in Exhibit "B," attached hereto ("Developer Property");

D. WHEREAS, in order to fully utilize Developer Property for housing purposes, Developer desires to acquire City Property in order to subdivide the combined properties and construct a six unit townhome development (the "Project");

E. WHEREAS, in exchange for City Property, Developer agrees, at the time of sale to a qualified homebuyer, to transfer the parcel beneath one of the townhome's units to the City and agrees to the imposition of permanent affordability restrictions on the unit itself;

F. WHEREAS, pursuant to A.R.S. § 9-407, the City is authorized to exchange real property for any other property within the City of Flagstaff of substantially equal value;

NOW, THEREFORE, in consideration of the mutual covenants entered between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are incorporated herein and made a part hereof.

2. **Conveyance of Real Property by City.** Immediately prior to, or concurrent with, the recordation of the Final Plat for the Project, City shall convey title to City Property to Developer in exchange for Developer transferring title to the real property beneath a fully constructed unit of the Project (the "Unit") to City, as set forth in Section 3, below. The method of conveyance shall be by special warranty deed. Documents conveying City Property shall be recorded in the office of the County Recorder of Coconino County, Arizona.

3. **Conveyance of Real Property by Developer.** Concurrent with the sale of the Unit to a Qualified Homebuyer, Developer shall transfer title to the real property beneath the Unit ("Unit Property") to the City. The method of conveyance shall be by warranty deed. Documents conveying title to the real property beneath the Unit shall be recorded in the office of the County Recorder of Coconino County, Arizona. For purposes of this Agreement, "Qualified Homebuyer" means a member(s) of a household earning less than eighty percent (80%) of the current Area Median Income at the time of conveyance.

4. **Terms and Conditions.** This Agreement is subject to the following terms and conditions:

a. Developer shall do the following:

1. Construct the Unit in a manner and with materials comparable to the other units in the Project with the exterior appearance of the Unit indistinguishable from that of other units.
2. Market the Unit to the Eligible Population in a manner substantially similar to the marketing of the other units in the Project. For purposes of this Agreement, "Eligible Population" means those households' seeking homeownership with the potential to be Qualified Homebuyers based on eligibility criteria.
3. Cooperate with the City in ensuring that the sale of the Unit to a Qualified Homebuyer, the transfer of the Unit Property to the City, and the lease of the Unit Property to a Qualified Homebuyer, are coordinated in such a manner that the close of escrow is not unreasonably delayed.
4. Developer shall dedicate by plat all right-of-way needed for road improvements including, but not limited to, a bus pull-out area to allow for the loading and unloading of passengers out of the travel lanes of the roadway.

b. City shall do the following:

1. Provide an approved permanent affordability application, the "Community Land Trust Program Eligibility Application," to prospective buyers of the Unit as well as certify the eligibility of potential buyers identified by the Developer.
2. Provide technical assistance related to the marketing of the Unit, as well as provide documentation and technical assistance regarding the City's Land Trust Program.

3. Assist Developer in ensuring that potential buyers within the Eligible Population are aware of available lending programs and resources.
4. Work with the Developer to provide appropriate incentives through the "Incentive Policy for Affordable Housing," as approved by Council.
5. Cooperate with the Developer in ensuring that the sale of the Unit to a Qualified Homebuyer, the transfer of the Unit Property to the City, and the lease of the Unit Property to a Qualified Homebuyer, are coordinated in such a manner that the close of escrow is not unreasonably delayed.

5. <u>Costs and Fees.</u>

a. City shall bear the cost of any fees and any other closing costs incidental to Developer conveying the Unit Property to the City.

b. Developer shall bear the cost of any fees and any other closing costs incidental to City conveying the City Property to Developer.

6. <u>Consideration.</u> The Parties agree that City Property and Unit Property are of substantially equal value. The Unit Property, together with Developer's agreement to impose permanent affordability restrictions on the Unit, provide a significant public benefit as a whole and constitute adequate consideration for the City Property, and no monetary consideration shall be exchanged. In order to ensure that value of the Unit Property at the time it is transferred to the City is substantially equivalent to the City Property at the time it is transferred to Developer, Developer agrees to procure a bond guaranteeing the substantial equivalency of the property values during the period lasting from the transfer of the City Property by the City, as set forth in Section 2, above, until the transfer of the Unit Property by the Developer, as set forth in Section 3, above, or the reversion of the City Property back to the City as set forth in Section 10.

7. <u>Environmental Matters.</u> Developer and City covenant that, as of the date of their respective property transfers, they have not placed or brought onto the City Property or the Unit Property, nor permitted to be brought onto the City Property or the Unit Property, hazardous substances [as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601(14)] or materials including, but not limited to, petroleum products, the removal of which is required or the maintenance of which is prohibited or penalized by and applicable local, state, or federal law, ordinance, rule, regulation or requirement, and to the best knowledge of Developer an City, the City Property and the Unit Property are free of all such hazardous substances and materials.

8. <u>Condition of Title of Unit Property.</u> Developer agrees to convey Unit Property to City free and clear of any conflicting liens and encumbrances, leases, assessments, easements, and other possessory or non-possessory interests in the real property, except for recorded public utility easements. At least thirty (30) days prior to conveyance, Developer shall submit a current preliminary title report for Unit Property to confirm the acceptability of title in advance of the actual conveyance.

9. <u>Agreement Does Not Bind or Commit The Future Actions of the Flagstaff City Council</u>. By entering into this Agreement, the City only agrees to the exchange of properties set forth herein. City staff retains its discretion to recommend denial of any application submitted by Developer related to the Project, and the City Council retains its discretion to deny any application related to the Project forwarded to them. No application shall be approved until the City and City Council has followed all legally required procedures.

10. <u>Reversion of City Property.</u> The City Property shall revert back to the City, and all the rights and obligations of the parties granted herein shall cease, upon the earlier of the following:

a. Developer ceases to use City Property for the Project as described in this Agreement.

b. March 26, 2015.

11. <u>Waiver.</u> No delay or omission in the exercise of any right or remedy of a non-defaulting party regarding any default by the other party shall impair such right or remedy, or be construed as a waiver. A party's consent or approval or any act by the other party requiring consent approval shall not be deemed to waive or render unnecessary said party's consent to or approval of any subsequent act of the other party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

12. <u>Notices.</u> Any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed given (a) upon personal delivery or (b) forty-eight (48) hours from deposit of such notice in the United States mail, postage prepaid.

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Developer:

David Carpenter
Southside Development, LLC
495 South River Run Road, Suite 100
Flagstaff, Arizona 86001

13. **Assignment.** Developer shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

14. **Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

15. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

16. **Interpretation.** The paragraph headings of this Agreement are for reference and convenience only, are not made part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof. The provisions of this Agreement shall be construed in a reasonable manner to implement the purposes of the parties and of this Agreement.

17. **Indemnification.** Developer shall defend, indemnify and hold harmless the City or its agents, officers and employees from any claim, action, or proceeding against the City or its agents, officers or employees arising out of or relating to the City's approval of this Agreement. The City shall promptly notify Developer of any claim, action or proceeding received by the City.

18. **Entire Agreement.** This Agreement represents the entire understanding of City and Developer as to the matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to the matters covered in this Agreement.

IN WITNESS WHEREOF, the Parties, duly authorized, have executed this Development Agreement by and through their authorized representatives.

SOUTHSIDE DEVELOPMENT, LLC

_____

By:
Its: _____

CITY OF FLAGSTAFF, an
Arizona Municipal Corporation

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
City Attorney

State of Arizona)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2013, by _____ the _____ of SOUTHSIDE DEVELOPMENT, LLC an Arizona Corporation, for and on behalf thereof.

_____
Notary Public

My Commission expires:

_____

ORDINANCE NO. 2013-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING CONVEYANCE OF CERTAIN REAL PROPERTY NEAR BUTLER AVENUE AND ELDEN STREET AS PART OF AN EXCHANGE AGREEMENT WITH SOUTHSIDE DEVELOPMENT, LLC; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

RECITALS:

WHEREAS, the City is the owner of a .167 acre lot located at the southwest corner of Butler Avenue and Elden Street (the "Property"); and

WHEREAS, the Property is currently being used for landscaping and sidewalk purposes and, given its irregular configuration, limited size and unfavorable location, possesses, in isolation, an extremely limited potential for development; and

WHEREAS, Southside Development, LLC (the "Developer") is the owner of a .167 acre lot located immediately south of, and adjacent to, the Property; and

WHEREAS, in order to fully utilize their property for housing purposes, Developer desires to acquire the Property in order to subdivide the combined properties and construct a six unit townhome development (the "Project"); and

WHEREAS, pursuant to Article VII, Section 5, of the Flagstaff City Charter, an ordinance is required for the "acquisition, sale, or exchange of public real property"; and

WHEREAS, the Parties have determined that the value of the properties to be exchanged are substantially equal;

ENACTMENTS:

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

SECTION 1. That the property exchange with Southside Development, LLC is hereby approved.

SECTION 2. That the Property Exchange Agreement attached to the staff summary submitted in support of this Ordinance is hereby approved, and the City Council hereby authorizes the City Manager to execute said document on behalf of the City.

SECTION 3. That the City Manager be and hereby is authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance and the Property Exchange Agreement and City staff is authorized and directed to take all steps necessary and proper to implement this Ordinance and the Property Exchange Agreement and give them effect. All documents shall be in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

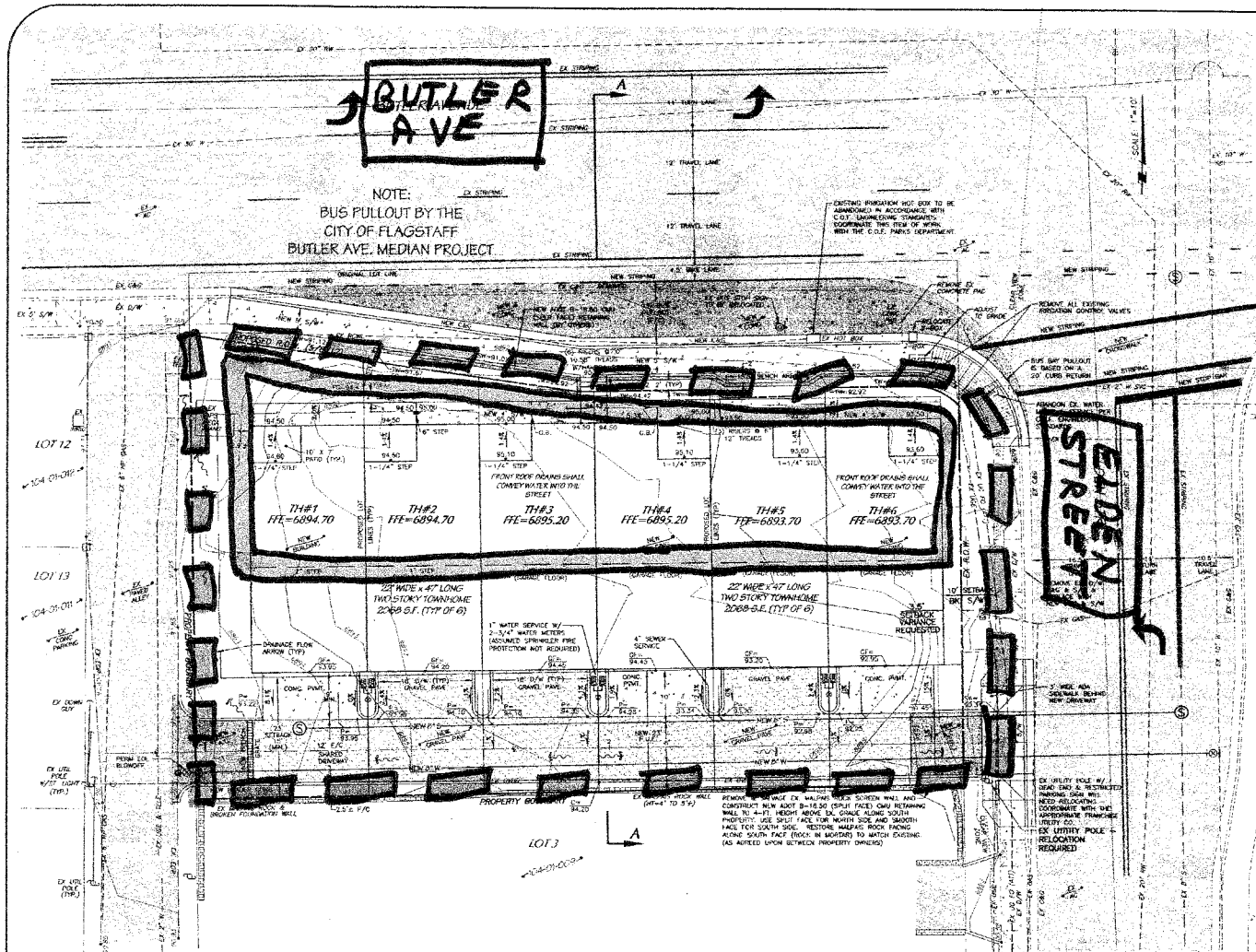
APPROVED AS TO FORM:

_____
CITY ATTORNEY

FUTURE COMBINED PARCEL
CURRENT CITY-OWNED PARCEL

PRELIMINARY PLAT FOR ELDEN TOWNHOMES

A SUBDIVISION OF LOTS 1 & 2, BLOCK 17
REVISED PLAT OF BRANNEN ADDITION
BOOK 1, PAGE 42 RECORDS OF COCONINO COUNTY
LOCATED IN THE NW 1/4 OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



L.I.D. - DETENTION AND RAINWATER HARVEST IMPERVIOUS SURFACE CALCULATIONS

EXISTING SITE (17322 S.F.)
EX. A.C. DRIVEWAY = 1069 S.F.
EX. CONCRETE DRIVEWAY = 110 S.F.
EX. ROOF AREA = 1027 S.F.
EX. CONCRETE STAIRS = 36 S.F.
EX. ROCK WALL = 170 S.F.
EX. MULPAS WALL = 54 S.F.
TOTAL EX. IMPERVIOUS SURFACE = 2467 S.F.

DEVELOPED SITE (11342 S.F., 0.26 AC.)
NEW TOWN HOMES (6 x 1024) = 6204 S.F.
NEW GRAVEL PAVE ACCESS DRIVE (1524 S.F.) = 0 S.F.
NEW A.C. PAVEMENT ACCESS DRIVE (20x12) = 240 S.F.
NEW GRAVEL PAVE DRIVEWAYS (16x16x3=640) = 0 S.F.
NEW CONCRETE DRIVEWAYS (18 x 9 x 2) = 486 S.F.
NEW CONCRETE SIDEWALKS = 323 S.F.
TOTAL DEVELOPED IMPERVIOUS SURFACE = 7853 S.F.

CONCLUSION:
INCREASE IN IMPERVIOUS SURFACE AREA (7853-2467) = 5386 S.F.
ALLOWED IMPERVIOUS SURFACE WITHOUT LID = 6300 S.F.
CONCLUSION: NO ADDITIONAL L.I.D. OR DETENTION ARE REQUIRED
POTENTIAL STORM DRAINAGE SURPLUS WILL BE ESTABLISHED WITH FORMAL PRELIMINARY PLAT SUBMITTAL

RAINWATER HARVESTING REQUIREMENTS:
USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING

OPTIONAL USE OF EXISTING REDLAND WATER SERVICE FOR ALL LANDSCAPING WATER DEMANDS

APPROXIMATE EARTHWORK

CUT = 1560 C.Y.
FILL = 10 C.Y.

SHEET NO. 4 OF 4

COF PROJECT # N/A

Mogollon ENGINEERING & SURVEYING INC
41 W. Santa Fe Avenue, Flagstaff, AZ. 86001
Phone: 928-774-1214 • Fax: 928-774-1282
928-214-0041 • Tel: 928-855-2015

ELDEN TOWNHOMES
PRELIMINARY PLAT
GRADING, DRAINAGE & UTILITIES

12/11/12
MES#1113

REVISIONS PER C.O.F. COMMENTS DATED 11-29-12

PROJECT NO. 1113
FIELD BOOK NO.
DATE: 01/13
DESIGNED BY: RJC
DRAWN BY: RCT/MB
CHECKED BY: RJC
PLOT SHEET-24 DWG
VERT. SCALE: 1"=5'
HOR. SCALE: 1"=10'

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Gullickson, Planning Development Manager

Date: 04/10/2013

Meeting Date: 04/16/2013

TITLE:

Consideration and Approval of Preliminary Plat: Southside Development, LLC. for Elden Townhomes subdivision, a six-lot, single-family, attached residential subdivision. The site is 11,342 square-feet (.26 acres) in size and is located at 307 South Elden Street (SW corner of Elden Street and Butler Avenue). The site is zoned both HR, High Density Residential and T4N1 Transect zones.

RECOMMENDED ACTION:

Consider and approve (as recommended by the Planning and Zoning Commission) the preliminary plat subject to the property owner executing an agreement stating that the transect zone T4N1 standards are applied to the property, ***and declare an effective date concurrent with the effective date of Ordinance No. 2013-07**, or deny.

Policy Decision or Reason for Action:

The Planning and Zoning Commission shall base a recommendation, and the City Council shall find the proposed Preliminary-Plat meets the requirements of the City of Flagstaff Zoning Code, Title 11, General Plans and Subdivisions and City of Flagstaff, Engineering Design and Construction Standards and Specifications for New Infrastructure.

Financial Impact:

No financial liabilities are anticipated by the approval of this preliminary plat.

Connection to Council Goal:

Retain, expand, and diversify economic base.

Has There Been Previous Council Decision on This:

A land exchange and affordable housing agreement are being processed by David McIntire, Permanent Affordability Administrator; the Council's review of the property exchange agreement has also been scheduled for this meeting.

Options and Alternatives:

1. Approve the plat as recommended by the Planning and Zoning Commission.
2. Approve the plat subject to no conditions, add conditions, or modified the condition.
3. Deny approval of the plat based on non-compliance with the zoning code and/or the Flagstaff Engineering Design and Construction Standards and Specifications.

Background/History:

The applicant, Mr. David Carpenter, is requesting preliminary plat approval to permit a six-lot, single-family, attached residential subdivision on .26 acre. The site consists of a portion of lot 1 and lot 2, Block 17 of the Brannen Addition. Lot 1 is currently owned by the City of Flagstaff, and was obtained in the early 1960s as a result of a tax lien. The northern portion of lot 1 was subsequently used as right-of-way for the current alignment of Butler Avenue; the balance of the lot is anticipated to be used for a bus pullout, and for this residential development. Lot 2 is currently owned by the developer who proposes; after the subdivision's final plat is approved, to raze the existing single-family residential structure located on the lot.

The subdivision anticipates six-single-family attached residences. Each unit is 22-feet wide and 47-feet long, and includes 2,068 sq ft of floor area. The units are two-stories tall and include a 2-car garage at the first floor level. A 10 x10-foot porch announces the front door; a similar sized balcony is located above the porch and offers outdoor space at the front of the building for each unit.

The developer approached the City and inquired about the availability of lot 1, the City owned lot. As a result, the city staff agreed to present to Council a proposal to trade the unused portion of lot 1 to the developer if the developer would dedicate one of the proposed developed lots to the City's Land Trust for Affordable Housing. In this case, the developer will either directly or through a third party sell the residential building to a qualified buyer, while the City will retain ownership of the subdivision lot, and provide to the buyer a long term lease for the land. In effect, this reduces the land cost associated with the home purchase to a minor component of buying the home. The target set for affordability is a family making no more than 80% of the Area Median Income (AMI).

A contract between the City and the developer is currently being processed through the Housing Section of the Community Development Division; staff anticipates that Council will review the contract prior to or at the same meeting they review of the preliminary plat for this subdivision.

All substantive issues relating to this item are included with the applicable report to the Planning and Zoning Commission dated February 19, 2013 and attached.

Community Involvement:

The existing site zoning allows the proposed subdivision. No pubic hearings are required as part of a subdivision plat review.

Attachments: P&Z Report
Site Map
Elden Elevation
Plat Cover Sheet
Plat sheet 4

PLANNING AND DEVELOPMENT SERVICES
PRELIMINARY PLAT REPORT

PUBLIC HEARING	**DATE:**	**February 19, 2013**
PC PPPL 13-002	**MEETING DATE:**	**March 13, 2013**
	REPORT BY:	**Neil Gullickson**

REQUEST:

PC PPPL 13-002, a request for preliminary plat approval by Southside Development, LLC. for Elden Townhomes subdivision, a six-lot, single-family, attached residential subdivision. The site is 11,342 square-feet (.26 acres) in size and is located at 307 South Elden Street (SW corner of Elden Street and Butler Avenue). The site is zoned both HR, High Density Residential zone and T4N1 Transect zone.

STAFF RECOMMENDATION:

Staff recommends that the Commission forward the preliminary plat to the City Council with a recommendation for approval.

PRESENT LAND USE:

One, single-family residence on the southerly lot and a vacant parcel owned by the City of Flagstaff.

PROPOSED LAND USE:

Six attached two-story townhomes.

NEIGHBORHOOD DEVELOPMENT:

North:	Butler Avenue, institutional and mixed residential uses.
South:	Single-family, residential uses,
East:	Commercial uses, vacant land and Lonetree Road,
West:	Single-family residential uses.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed Preliminary-Plat meets the requirements of the City of Flagstaff Zoning Code, Title 11, General Plans and Subdivisions and City of Flagstaff Engineering Design and Construction Standards and Specifications for New Infrastructure.

STAFF REVIEW:

Introduction/Background:

The applicant, Mr. David Carpenter, is requesting preliminary plat approval to permit a six-lot, single-family, attached residential subdivision on .26 acre. The site consists of a portion of lot 1 and lot 2, Block 17 of the Brannen Addition. Lot 1 is currently owned by the City of Flagstaff, and was obtained in the early 1960s as a result of a tax lien. The northern portion of lot 1 was subsequently used as right-of-way for the current alignment of Butler Avenue; the balance of the lot is anticipated to be used for a bus pullout, and for this

residential development. Lot 2 is currently owned by the developer who proposes; after the subdivision's final plat is approved, to raze the existing single-family residential structure located on the lot.

The subdivision anticipates six-single-family attached residences. Each unit is 22-feet wide and 47-feet long, and includes 2,068 sq ft of floor area. The units are two-stories tall and include a 2-car garage at the first floor level. A 10 x10-foot porch announces the front door; a similar sized balcony is located above the porch and offers outdoor space at the front of the building for each unit.

Butler Avenue is located adjacent to the north edge of this lot, Elden Street on the east, and an alley on the west. Access to the units will be provided from Butler Avenue via the alley located between Elden Street and O'Leary Street to a common driveway that runs across the back (south edge) of the site to Elden Street. Two car garages are accessed from this driveway. The onsite driveway located between the common driveway and the garage is to be constructed with a hard surfaced, pervious product that will allow stormwater to pass through it. The common driveway area will also function as a utility easement providing each of the lots access to wet and dry utilities.

A bus stop is located at the northeast corner of the site and facilitates eastbound bus traffic using Butler Avenue. City Engineering staff have concluded that a pullout for the busses is appropriate at this location. The pullout is currently being designed, and will be constructed as part of a capitol improvements right-of-way project scheduled to provide median improvements in Butler Avenue across the front of this site.

As mentioned earlier, Lot 1 is owned by the City. The developer approached the City and inquired about the availability of this lot. As a result, the City agreed to trade the unused portion (not needed for the bus pullout) of Lot 1 to the developer if the developer would dedicate one (new lot 2) of the proposed developed lots to the City's Land Trust for Affordable Housing. In this case, the developer will either directly or through a third party sell the residential building to a qualified buyer, while the City will retain ownership of the subdivision lot, and provide to the buyer a long term lease for the land. In effect, this reduces the land cost associated with the home purchase to a minor component of buying the home. The target set for affordability is a family making no more than 80% of the Area Median Income (AMI).

A contract between the City and the developer is currently being processed through the Housing Section of the Community Development Division; staff anticipates that Council will review and possibly approve the contract prior to its review of the final plat for this subdivision.

Flagstaff Area Regional Land Use and Transportation Plan

The Regional plan designates this site as Medium Density Residential, which encourages densities from 6-12 units per acre. As proposed, the net density of this site is 23.3 units per acre, which is allowed in the HR, High Density Residential district and is explained in greater detail later in this report. No change to the land use designation is anticipated as part of the entitlement process for this subdivision.

ZONING REQUIREMENTS:

This site is zoned both HR, High Density Residential and T4N1 Transect zone, and is also located within the Downtown Regulating Plan Boundary. In this case the developer is proposing to use the development zone of the T4N1 (see page # 40.40-25, division 10-40.70). The primary intent of the zone is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing

these neighborhoods to evolve with the integration of small building footprints and medium and high density building types.

The T4N1 zone allows several of the residential building types, which are identified in the zoning code's TND standards including single-family homes, duplexes, apartments and townhomes. This development proposes six townhomes.

The townhome development standards for TND development (page # 50.110-20, division 10-50.110.120) include minimum lot width of 18-feet, depth of 80-feet, entrances to primary streets, porches and rear loaded design. This development proposal meets the criteria of the townhome standards except where additional right-of-way for the bus pullout has forced reductions below the minimums. Lots 2-6 are all substandard in some degree with the lot depth of 80-feet requirement. All of the lots meet the minimum lot size requirement of 1,440 sq ft. They also experience varying reductions to the 15-foot front setback standards. The front setback varies on lots 2-6 from 7-12-feet.

Reductions in development standards are supported by the code when ROW for public improvements is necessary (page # 20.60-6, division 10-20.60.90). Staff feels that these reductions in the standards are mitigated by the site and development design.

Density/Intensity/Development Standards

The proposed lots and structures comply with the T4N1 zone standards including building types, placement, form, frontage type, and required parking.

Natural Resources

The Zoning Code's resource retention requirements are applicable to the parcels located within the resource protection overlay zone (RPO). This site is not located within the RPO, and therefore no resource protection requirements have been applied to this site. No flood plain or slope resources are located on this site. Several trees and shrubbery were planted on this site as part of the Butler Avenue right-of-way improvements. Staff anticipates that most of the existing streetscape plantings will be removed as part of the construction process.

Open Space

The open space (OS) requirement for a townhome lot is 15% of the lot area. The OS can be provided in several forms, including porches, balconies, open ground or usable common area. Prior to the requirement for additional ROW for the bus pullout, all of these lots met the OS standard. As proposed, Lots 1 and 2 are in compliance. The open space requirement for lots 3-6 are primarily being met by using the porch and balcony, which provide roughly 180 sq ft of open space. Lot 6 represents the lot that will experience the greatest deficiency, the standards for lot 6 requires 289 sq ft of OS, a deficiency of 109 sq ft. Staff has not included any of the area at the rear of the building in the OS calculation. As noted in the zoning requirements section above, combined with the reductions in development standards as previously discussed, staff believes the intent of the code is being met resulting in compact urban form that is desired.

Landscaping

For this subdivision, the Zoning Code requires that street and peripheral buffers be provided at a plant rate of 1 tree per each 25 linear feet with two shrubs and 2 ground cover plants per tree are provided. The building foundation requirement is 1 tree, 2 shrubs, and 2 ground cover plants for each 25 feet of foundation perimeter. A final landscape plan per division 10-50.60, page #50.60-1 will be required as part of the public improvement plan submission.

Lighting

This development is located in lighting zone II, which allows 10,000 lumens per residential lot. Four-thousand of these lumens can be partially shielded. Lighting compliance will be ensured during the building permit review process.

Building Design

The townhomes are two-stories tall; three separate finish floor elevations (FFEs) are provided which help to distinguish between building modules and break up the roof line. The ground floor includes a 2-car garage, kitchen, half bath and living area. Upstairs are three-bedrooms, two baths and laundry.

The townhomes are elevated above the Butler Avenue sidewalk by three to three and a half feet; a ±30-inch tall, split-faced block wall will be located at the back of sidewalk, a single stairway will be located on the lot line between lots 3 and 4, and will provide access to an on-site sidewalk that access the front porches of each unit.

Proposed elevations are included for the Commission's review. The developer has provided a design that includes multi-planed pitched roofs; each unit is identifiable through a variety of primary building materials, and a variety of window designs. Varying bulk and materials work to identify the columns and to define the main entrance and highlight the balconies. Heavier materials like red brick are used on the first floors, lighter board-n-batten or lap siding are used above.

Staff believes the proposed building design, material and site work together to provide a development that meets the design requirements of the zoning code.

SYSTEMS ANALYSIS:

Traffic/Access/Pedestrian/Bicycle

No traffic impact analysis was required of this development. Bicycle and pedestrian access are available from this site via existing city sidewalks.

Water System

An 8-inch water main will be extended from an existing main located in Elden Street, westward through a 23-foot wide utility easement located adjacent to the south property line. This water main will stub at the far side of the property. Individual building services will be provided from this new main.

Wastewater Systems

Similar to the water system, an 8-inch sewer main will be extended from an existing main in Elden Street, and will provide opportunity for individual sewer taps for each house.

Stormwater Systems

Using credit for existing impervious features, and pervious paving (gravel pave) on three of the private drives, the developer has succeeded in keeping the new impervious area of this development to under 5,000 sq feet. As such, no detention or LID features will be required. The developer has noted that native, drought tolerant plantings and passive rainwater harvesting will be used across this development.

RECOMMENDATION:

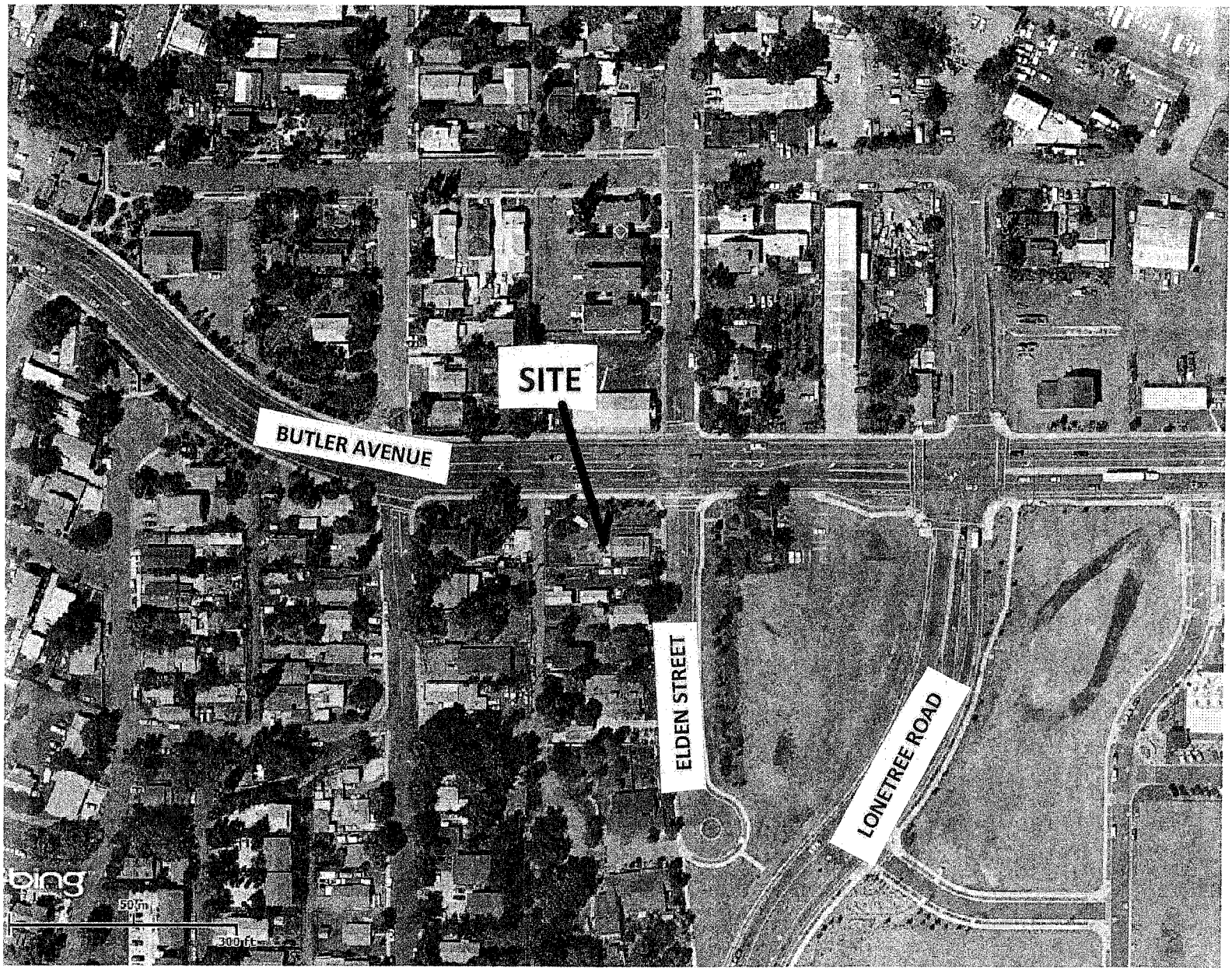
Staff recommends that the Commission forward the preliminary plat to the City Council with a recommendation for approval subject to the property owner executing an agreement stating that the transect zone T4N1 standards are applied to the property.

ATTACHMENTS:

- Preliminary Plat Application
- Applicant’s Letter
- Location Map
- DRB Comment of February 4, 2013
- Preliminary Plat
- Floor Plans and Elevations

City of Flagstaff Web Map

307 S. Elden Street



Tue Mar 5 2013 08:50:37 AM.

Front Elevation

Preliminary Elevation

1/8" = 1'-0"

Issue Date
FEBRUARY 11, 2013

Preliminary - Not for Construction

Revisions
1
2
3
4

Elden Townhomes

Butler Avenue & Elden Street
Flagstaff, Arizona

Project Number
2012.12

Drawing
ELEVATIONS

Shapes & Forms
ARCHITECTS, INC.

1823 West Heavenly Court
Flagstaff, Arizona 86001
(928) 213-9626
(928) 255-5537 FAX
www.shapes-forms.com

Sheet

A2

2 of 2

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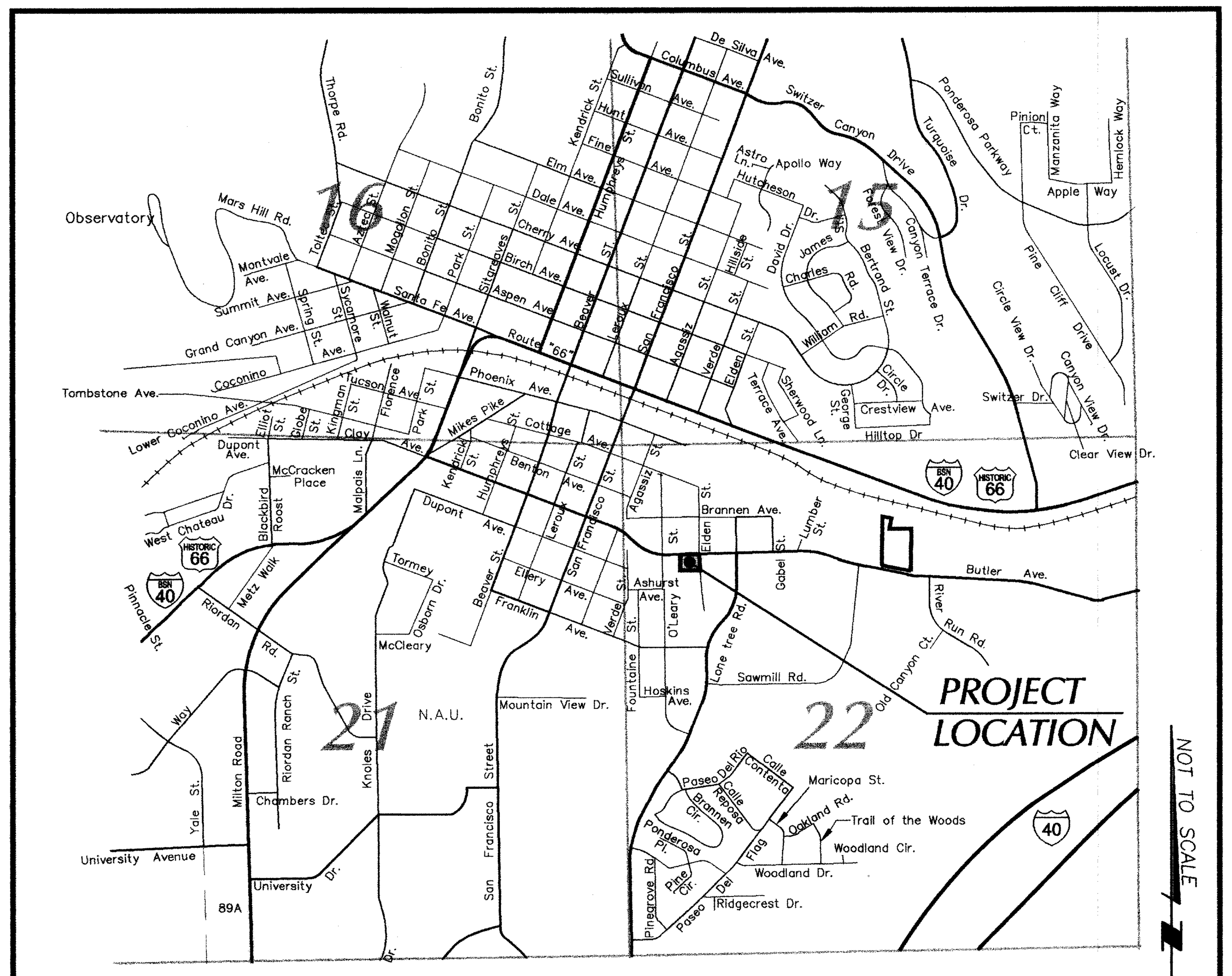
PRELIMINARY PLAT
FOR
ELDEN TOWNHOMES

A SUBDIVISION OF LOTS 1 & 2, BLOCK 17
REVISED PLAT OF BRANNEN ADDITION
BOOK 1, PAGE 42 RECORDS OF COCONINO COUNTY
LOCATED IN THE NW 1/4 OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

LEGEND & ABBREVIATIONS

	CENTERLINE (CL or ℄)
	RIGHT OF WAY (R.O.W.)
	PROPERTY LINE (PL or ⅊)
EX W	EXISTING WATER LINE
EX RW	EXISTING RECLAIM WATER LINE
8"W	NEW WATER LINE
8"S	NEW SEWER LINE
FS	NEW FIRE SERVICE (FS)
WS	NEW WATER SERVICE (WS)
SS	NEW SEWER SERVICE (SS)
EX S	EXISTING SEWER MANHOLE
S	NEW SEWER MANHOLE (MH)
	EXISTING EDGE OF PAVEMENT / CURB
	NEW EDGE OF PAVEMENT / CURB
	PUBLIC UTILITY EASEMENT (PUE)
EX OVHD	EXISTING OVERHEAD UTILITY LINE (EX OVHD)
	EXISTING FIRE HYDRANT (EX FH)
	NEW FIRE HYDRANT (FH)
	EXISTING WATER VALVE (EX WV)
	NEW WATER VALVE (WV)
WM	EXISTING WATER METER (EX WM)
WM	NEW WATER METER (WM)
	EXISTING STREET LIGHT (EX SL)
	NEW STREET LIGHT (SL)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
POC	POINT ON CURVE
MPOC	MID POINT ON CURVE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
POL	POINT ON LINE
AP	ANGLE POINT
RP	RADIUS POINT
R=	RADIUS
IS	INTERSECTION
TOC	TOP OF CURB (BACK)
FOC	FACE OF CURB (TOP)
BOW	BACK OF SIDEWALK
FOW	FACE OF SIDEWALK
C&G	CURB AND GUTTER
EOP	EDGE OF PAVEMENT
S/W	SIDEWALK
PKY	PARKWAY
D/W	DRIVEWAY
℄	FLOWLINE
EG	EXISTING GRADE
FG	FINISH GRADE
EOL	END OF LINE BLOWOFF
TS&V	TAPPING SLEEVE and VALVE
SDMH	STORM DRAIN MANHOLE
(TYP)	TYPICAL
EX	EXISTING
SHT	SHEET
STA	STATION
FF	FINISH FLOOR ELEVATION
EA	EACH
LF	LINEAL FEET
SF	SQUARE FOOT
SY	SQUARE YARDS
HC	HANDICAP
NPI	NON PAY ITEM
NIC	NOT IN CONTRACT
UGE	UNDERGROUND ELECTRIC
UG	UNDERGROUND
FO	FIBER OPTIC
FSW	FUTURE SIDEWALK
ATT	AMERICAN TELEPHONE & TELEGRAPH CO.
TELE	TELEPHONE
HP	HIGH PRESSURE
TH	TOWNHOME
GF	GARAGE FLOOR ELEVATION @ DOOR
MES	MOGOLLON ENGINEERING & SURVEYING, INC.
C.C.R.O.	COCONINO COUNTY RECORDERS OFFICE
C.O.F.	CITY OF FLAGSTAFF



VICINITY MAP
N.T.S.

INDEX TO SHEETS

1 COVER SHEET & PROJECT INFORMATION
2 PRELIMINARY PLAT
3 EXISTING SITE PLAN
4 GRADING, DRAINAGE & UTILITIES

UTILITY COMPANY ACKNOWLEDGMENT

UNISOURCE ENERGY	DATE
CAROL WILSON (BY LETTER)	5/8/12
CENTURYLINK	DATE
MELISSA NELSON (BY LETTER)	5/31/12
ARIZONA PUBLIC SERVICE	DATE
RICHARD DAVIS (BY LETTER)	5/31/12
SUDDENLINK	DATE

CITY OF FLAGSTAFF APPROVAL

UTILITIES DIRECTOR	DATE
PUBLIC WORKS DIRECTOR	DATE
CITY ENGINEER	DATE

PROJECT INFORMATION

PROJECT NAME:	ELDEN TOWNHOMES
PROJECT LOCATION:	307 S. ELDEN ST. FLAGSTAFF, AZ. 86001
LATITUDE:	35° 11' 32"
LONGITUDE:	111° 38' 46"
APN NUMBER:	104-01-007 & 008
NUMBER OF LOTS:	6
TOTAL SQUARE FOOTAGE:	11,559
TOTAL ACREAGE:	0.2654±
PROJECT DENSITY:	23 UNITS/ACRE
CURRENT ZONING DISTRICT:	HR
PROPOSED DEVELOPMENT STANDARDS:	T4N.1
CURRENT USE:	VACANT & RESIDENTIAL
R.L.U.T.P. DESIGNATION:	HIGH DENSITY RESIDENTIAL
PROPOSED USE:	TOWNHOMES (6 PROPOSED)
OWNER/DEVELOPER:	SOUTHSIDE DEVELOPMENT, L.L.C. 495 S. RIVER RUN ROAD FLAGSTAFF, ARIZONA 86001

ZONING & SETBACK NOTE

THE OWNER PROPOSES TO WORK WITHIN THE GUIDELINES OF THE "T4 NEIGHBORHOOD 1" (T4N.1) STANDARDS FOR THIS PROJECT. SEE THE FLAGSTAFF ZONING CODE DIVISION 10-40.40.070 FOR MINIMUM/MAXIMUM SETBACKS AND LOT COVERAGE.

AFFORDABLE HOUSING COMPONENT

LOT 2 IS TO BE DEDICATED TO THE CITY OF FLAGSTAFF TO BE INCORPORATED INTO THE CITY'S AFFORDABLE HOUSING PROGRAM.

FEMA FLOOD ZONE INFORMATION

PARCEL IS LOCATED IN ZONE "X" (NO SHADING)

Survey was performed in April of 2012. Information shown hereon is true and correct to the best of my knowledge.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

ELDEN TOWNHOMES
PRELIMINARY PLAT
COVER SHEET
12/11/12
MES# 11913

Mogollon Inc ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

REGISTERED LAND SURVEYOR CERTIFICATE NO. 23950 KENT V. HOTSENPILLER Date Signed 12/11/12 ARIZONA U.S.A.
EXPIRES: 3/31/15

DATE: 12/11/12
DESIGNED BY: RCI/MWE
DRAWN BY: RCI/MWE
CHECKED BY: RCI/MWE
PROJECT NO. 11913
FN: SHEET01.DWG
VERT SCALE: N/A
HOR SCALE: N/A
REVISIONS: PER C.O.F. COMMENTS DATED 11-28-12

COF DRB # N/A

PRELIMINARY PLAT
FOR
ELDEN TOWNHOMES

A SUBDIVISION OF LOTS 1 & 2, BLOCK 17
REVISED PLAT OF BRANNEN ADDITION
BOOK 1, PAGE 42 RECORDS OF COCONINO COUNTY
LOCATED IN THE NW 1/4 OF SECTION 22,
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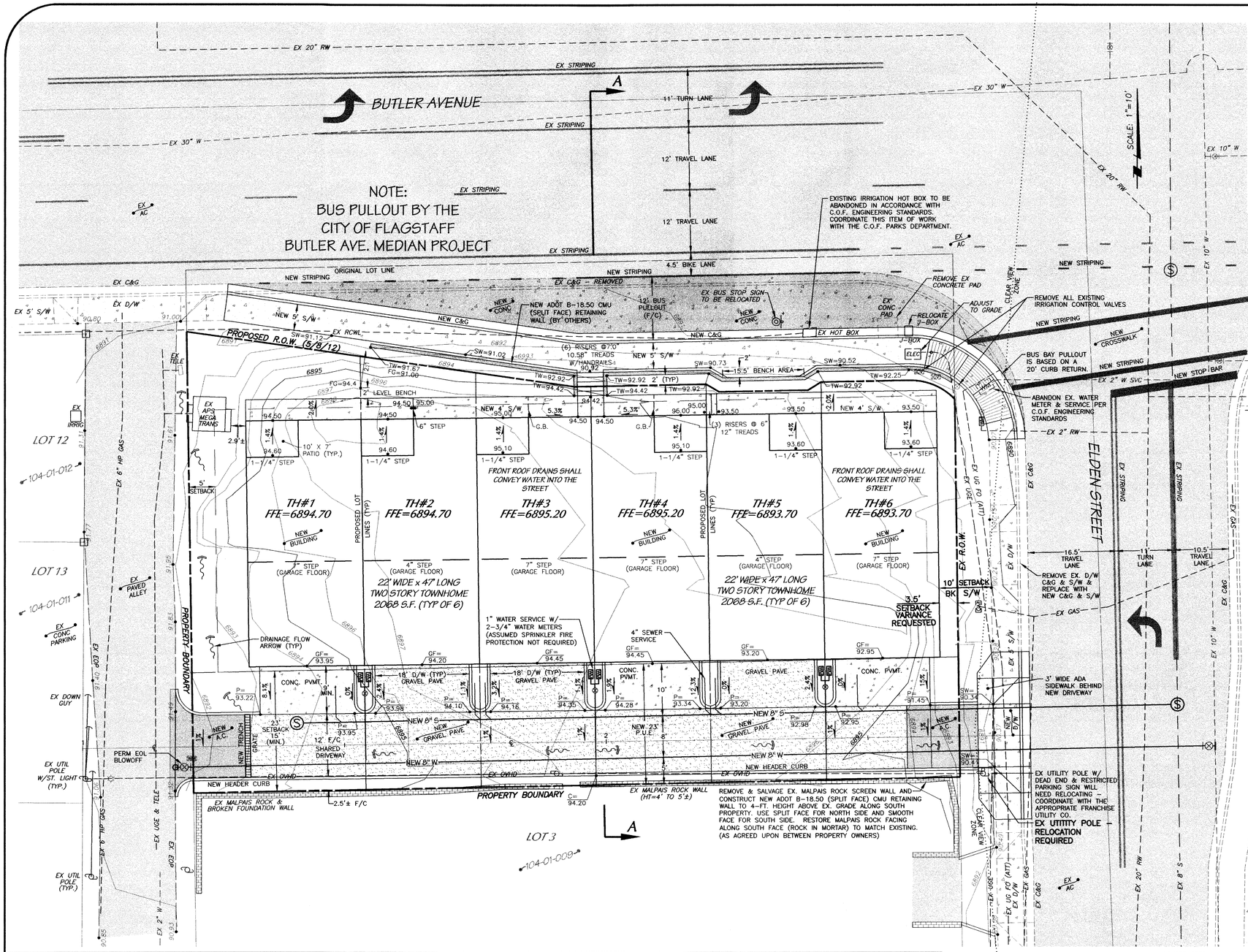


L.I.D. - DETENTION AND RAINWATER HARVEST IMPERVIOUS SURFACE CALCULATIONS

EXISTING SITE (7322 S.F)

EX. A.C. DRIVEWAY = 1082 S.F
EX. CONCRETE DRIVEWAY = 118 S.F.
EX. ROOF AREA = 1027 S.F.
EX. CONCRETE STAIRS = 36 S.F.
EX. ROCK WALL = 170 S.F.
EX. MALPAIS WALL = 34 S.F.
TOTAL EX. IMPERVIOUS SURFACE = 2467 S.F.

DEVELOPED SITE (11342 S.F., 0.26 AC.)

NEW TOWN HOMES (6 x 1034) = 6204 S.F
NEW GRAVEL PAVE ACCESS DRIVE (1918 SF) = 0 S.F.
NEW A.C. PAVEMENT ACCESS DRIVE (20x12) = 240 S.F.
NEW GRAVEL PAVE DRIVEWAYS (18x10x3=540) = 0 S.F.
NEW CONCRETE DRIVEWAYS (18 x 9 x 3) = 486 S.F.
NEW CONCRETE SIDEWALKS = 528 S.F.
TOTAL DEVELOPED IMPERVIOUS SURFACE = 7458 S.F.

CONCLUSION:

INCREASE IN IMPERVIOUS SURFACE AREA (7458-2467) = 4991 S.F
ALLOWED IMPERVIOUS SURFACE INCREASE = -5000 S.F.
CONCLUSION: NO ADDITIONAL L.I.D. OR DETENTION REQUIRED
DOWNSTREAM DRAINAGE IMPACTS WILL BE EVALUATED WITH FORMAL PRELIMINARY PLAT SUBMITTAL.

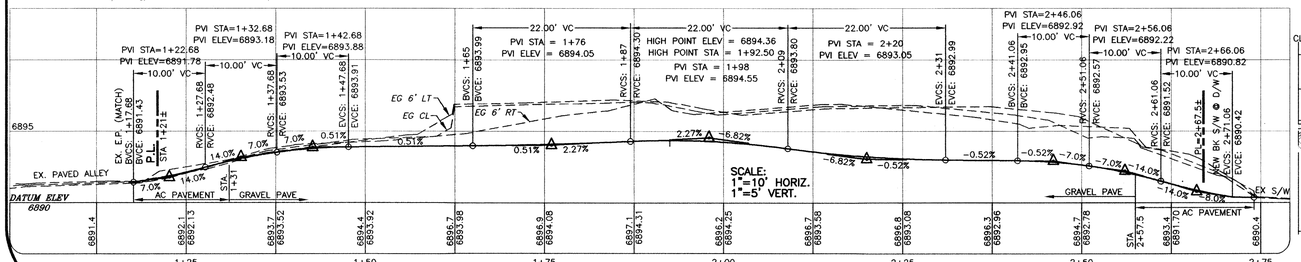
RAINWATER HARVESTING REQUIREMENTS:

USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

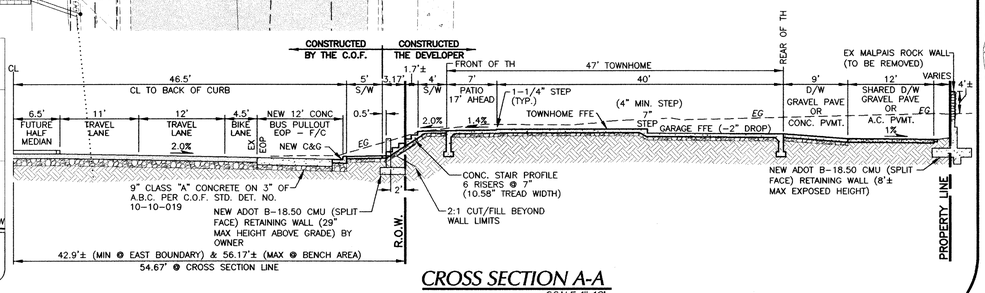
OPTIONAL USE OF EXISTING RECLAIM WATER SERVICE FOR ALL LANDSCAPING WATER DEMAND:

APPROXIMATE EARTHWORK

CUT = 1350 C.Y.
FILL = 10 C.Y.



C.L. 12' ACCESS DRIVEWAY PROFILE



CROSS SECTION A-A

SCALE: 1"=10'

SHEET NO. 4 OF 4

COF PROJECT # N/A

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1852, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

Registered Professional Engineer (Civil) CERTIFICATE NO. 22196 ROBERT C. IMPELLITTER Date Signed 12-13 EXPIRES 3-31-15

12/11/12
MES# 11913

ELDEN TOWNHOMES
PRELIMINARY PLAT
GRADING, DRAINAGE & UTILITIES

DATE 12/11/12 | REVISIONS: PER C.O.F. COMMENTS DATED 11-28-12
PROJECT NO. 1913
DESIGNED BY: RCI | FN: SHEET-04.DWG
DRAWN BY: RCI/TMB | VERT. SCALE: 1"=5'
CHECKED BY: RCI | HOR. SCALE: 1"=10'