

COMBINED SPECIAL MEETING/WORK SESSION AGENDA

A M E N D E D

COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY
DECEMBER 8, 2020

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

ATTENTION

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

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

PUBLIC COMMENT PROTOCOL

**The process for submitting a public comment has changed and public comments will no longer be
read by staff during the Council Meetings.**

All public comments will be taken either telephonically or accepted as a written comment.

Public comments may be submitted to publiccomment@flagstaffaz.gov

If you wish to address the City Council with a public comment by phone you must submit the
following information:

First and Last Name
Phone Number
Agenda Item number you wish to speak on

If any of this information is missing, you will not be called. We will attempt to call you only one
time. We are unable to provide a time when you may be called.

All comments submitted otherwise will be considered written comments and will be documented
into the record as such.

If you wish to email Mayor and Council directly you may do so at council@flagstaffaz.gov.

SPECIAL 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 work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S.

§38-431.03(A)(3).

2. **Pledge of Allegiance and Mission Statement**

MISSION STATEMENT

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

3. **ROLL CALL**

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

MAYOR EVANS

VICE MAYOR SHIMONI

COUNCILMEMBER ASLAN

COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD

COUNCILMEMBER SALAS

COUNCILMEMBER WHELAN

4. **Public Participation**

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

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

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

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-61 (amended with finalized funding allocations) by title only
- 2) City Clerk reads Resolution No. 2020-61 by title only (if approved above)
- 3) Adopt Resolution No. 2020-61

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

STAFF RECOMMENDED ACTION:

1. Approve the construction contract with RTR Paving & Resurfacing, LLC in the amount of \$1,699,908.00 and a contract duration of 250 calendar days;
2. Approve a contract allowance of \$84,995.40, which is 5% of the lowest responsive bid;
3. Approve Change Order Authority to the City Manager in the amount of \$169,990.80 which is 10% of the lowest responsive bid;
4. Authorize the City Manager to execute the necessary documents.

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

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-67 by title only
- 2) City Clerk reads Resolution No. 2020-67 by title only (if approved above)
- 3) Adopt Resolution No. 2020-67

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

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-70 by title only
- 2) City Clerk reads Resolution No. 2020-70 by title only (if approved above)
- 3) Adopt Resolution No. 2020-70

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

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-68 by title only
- 2) City Clerk reads Resolution No. 2020-68 by title only (if approved above)
- 3) Adopt Resolution No. 2020-68

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

12. **Adjournment**

WORK SESSION

1. **Call to Order**

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

§38-431.03(A)(3).

2. **Review of Draft Agenda for the 12/15/2020 City Council Meeting**

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

3. **Downtown Visioning Plan Update**

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

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

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

7. **Public Participation**

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

9. **Adjournment**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2020.

Stacy Saltzburg, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Kristine Pavlik, Housing and Grants Administrator
Date: 11/30/2020
Meeting Date: 12/08/2020



TITLE:

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

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-61 (amended with finalized funding allocations) by title only
- 2) City Clerk reads Resolution No. 2020-61 by title only (if approved above)
- 3) Adopt Resolution No. 2020-61

Executive Summary:

This staff summary is for the consideration of the third substantial amendment to the 2019/2020 Annual Action Plan originally approved by City Council and submitted to HUD in 2019. The third substantial amendment identifies how an additional \$766,551.00 in CDBG-CV funds awarded in October 2020 will be allocated to the Flagstaff community. CDBG-CV funds, provided by the CARES (Coronavirus Aid, Relief, and Economic Security) Act have been allocated to the City of Flagstaff for prevention of, preparation for, and response to COVID-19 and must be used to address Flagstaff's urgent community needs related to the Coronavirus.

Council provided Staff with direction as to the allocation of CDBG-CV funds during the November 10, 2020 work session after a presentation of recommendations including funding allocated to Coconino County Health and Human Services, Flagstaff Shelter Services and Catholic Charities of Northern Arizona. Council's direction was for funds to be allocated only to Catholic Charities and Flagstaff Shelter Services. Staff was further directed to meet with both organizations and determine the distribution of the \$200,000 originally recommended for Coconino County Health and Human services.

It is staff's recommendation that Council allocate CDBG-CV funds to Flagstaff Shelter Services in the amount of \$365,697 for Alternative Sheltering of Homeless Individuals and Families to Prevent COVID-19 as well as an additional \$20,000 for the Front Door Coordinated Entry program. Staff is also recommending an allocation of \$20,000 to Catholic Charities for their work with the Front Door Coordinated Entry program, \$128,303 for Homeless & Supportive Housing Services and \$36,000 for a Real Property Lease for the Closing the Gap program. Finally, staff recommends that Council place \$176,551 of CDBG-CV funds in reserve for allocation with the City of Flagstaff Spring 2021 CDBG Annual Grant Cycle.

This recommendation implements Council's direction by allocating the \$200,000 originally recommend

for Coconino County Health and Human Services to Flagstaff Shelter Services in the amount of \$135,697 and to Catholic Charities in the amount of \$64,303. The organizations have also requested that the \$40,000 originally recommended for Catholic Charities Front Door programs instead be split between the two agencies.

Financial Impact:

Approval of Resolution 2020-61 will substantially amend the City of Flagstaff's 2019/2020 Annual Action Plan for the 3rd time in order to incorporate an additional \$766,551.00 in CDBG-CV funds provided by the CARES (Coronavirus Aid, Relief, and Economic Security) Act and subsequent funding allocations as directed by Council. Due to the health and safety concerns caused by the pandemic, this amendment of the 2019/2020 Annual Action Plan is necessary to expedite CDBG-CV funding into the Flagstaff community. The cumulative amount for this and the previous allocation rounds of CDBG-CV for the City of Flagstaff is \$1,126,155. For this proposed allocation, the City has waived the indirect rate of 10% and applied a flat amount (as opposed to 10%) for administration in order to maximize community benefit.

Policy Impact:

The Flagstaff City Council's CDBG Priorities:

- Provide affordable housing (rental and ownership)
- Address homelessness
- Improve neighborhood revitalization
- Promote workforce job training
- Support education/ early childhood development

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

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

- Policy NH.1.1. Preserve and enhance existing neighborhoods.

Goal NH.4. All housing is safe and sanitary.

- Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons.
- Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.
- Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
- Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
- Policy NH.4.7. Enforce compliance with fair housing laws.

Goal NH.5. Eliminate homelessness.

- Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
- Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
- Policy NH.5.3. Support and expand programs that prevent homelessness.
- Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness.

Has There Been Previous Council Decision on This:

On April 10, 2020, Council approved the first substantial amendment to the 2019/2020 Annual Action Plan. This initial amendment permitted Flagstaff Shelter Services to provide infectious disease prevention services instead of the previously intended employment services. FSS has provided expanded shelter and services in response to the Coronavirus for the past 7 months.

Staff received Council direction on the first round of CDBG-CV funds allocated to the City of Flagstaff on May 12, 2020. Council then approved a second substantial amendment to the 2019/2020 Annual Action Plan incorporating the CDBG-CV funds and directing allocations to Flagstaff Shelter Services, Coconino County Health and Human Services and Catholic Charities for public service programs preparing for, responding to, and preventing COVID-19.

On November 10th, 2020 staff presented Council with options for the 2nd round of CDBG-CV funding allocations. Council provided direction for the allocation of these funds to community organizations administering projects for low-to-moderate income individuals that prepare for, respond to and/or prevent Coronavirus, specifically to Catholic Charities of Northern Arizona and Flagstaff Shelter Services.

Council provided Staff with direction as to the allocation of CDBG-CV funds during the November 10, 2020 work session after a presentation of recommendations that included funding to be allocated to Coconino County Health and Human Services, Flagstaff Shelter Services and Catholic Charities of Northern Arizona. Council's direction was for funds to be allocated only to Catholic Charities and Flagstaff Shelter Services. Staff was further directed to meet with both organizations and determine the distribution of the \$200,000 originally recommended for Coconino County Health and Human services.

Options and Alternatives:

1. Approve the Resolution with finalized allocations and authorize the submission of the Amended 2019 Annual Action Plan to HUD.
2. Further modify the Resolution and/or the allocations and authorize the submission of the Amended 2019 Annual Action Plan to HUD.
3. Not approve the Resolution and provide different direction to staff.

Background/History:

The second disbursement of CDBG-CV funds provided by the CARES Act and allocated to the City of Flagstaff by HUD equals \$766,551.00. In order to receive and incorporate CDBG-CV funding, the City must submit to HUD the required substantial amendment to the 2019-2020 Annual Action Plan. This amendment describes how CDBG-CV funds will be used. To determine the most efficient and effective use of the CDBG-CV funds, Housing Staff contacted the three local, non-profit agencies that received allocations of CDBG-CV funds for projects preventing, preparing for and responding to the Coronavirus in May 2020. These three agencies provide essential community services to vulnerable and low-moderate income community members and have successfully administered City of Flagstaff CDBG funded projects within the last 6 years.

Staff discussed the urgent and critical funding needs for COVID-19 response with the directors of Flagstaff Shelter Services, Catholic Charities, and Coconino County Health and Human Services.

For CDBG-CV allocations, HUD has waived the required 15% public service cap for projects aiming to prevent, prepare for, and respond to the Coronavirus.

On November 10, 2020, Staff presented the Council with options for the second round of CDBG-CV funding allocations. Council provided direction funds be allocated to Catholic Charities and Flagstaff Shelter Services. Staff was directed to meet with both organizations and determine the distribution of funds to COVID-19 related projects administered by Catholic Charities and Flagstaff Shelter Services.

Below are the projects proposed and the requested funding from Catholic Charities and Flagstaff Shelter Services.

| Public Service Activity | Proposal/Project | Request |
|----------------------------|---|-----------|
| Flagstaff Shelter Services | Alternative Sheltering for Individuals and Families | \$365,697 |
| Flagstaff Shelter Services | Front Door - Coordinated Entry | \$20,000 |
| Catholic Charities | Front Door - Coordinated Entry | \$20,000 |
| Catholic Charities | Homeless and Supportive Housing Services | \$128,303 |
| | | |
| Housing Activity | Proposal/Project | Request |
| Catholic Charities | Real Property Lease for Closing the Gap Project | \$36,000 |

Expanded Financial Considerations:

For the third substantial amendment to the 2019/2020 Annual Action Plan, Housing Staff is recommending the allocation of CDBG-CV funds in one of two ways. With either option, Housing Staff is recommending the City of Flagstaff utilize CDBG-CV funds for public service projects administered by Catholic Charities and Flagstaff Shelter Services for critical services provided to low-to-moderate income individuals of families impacted by COVID-19. These projects serve individuals experiencing or at-risk of homeless.

Additionally, Staff is also recommending funds be allocated to Catholic Charities for a real property lease for the Closing the Gap program. These funds will allow Catholic Charities to lease an additional housing facility for the Closing the Gap program. Closing the Gap is permanent and affordable housing for chronically homeless individuals with wrap around services provided by the Guidance Center for individuals with serious mental illness and/or chronic substance abuse disorders.

Option A: Hold \$176,551 of the \$766,551 CDBG-CV award in reserve for allocation alongside the City of Flagstaff CDBG 2021/2022 Annual Entitlement and Spring Grant Cycle; or

Option B: Allocate all CDBG-CV funds immediately, increasing the allocation to Flagstaff Shelter Services for continued alternative sheltering options for individuals and families in response to COVID-19 by \$176,551.

| CDBG-CV Allocation Recommendations | | | |
|---|--------------------------------|-------------------------------------|---------------------------------------|
| Public Service Activities (45% Gap) | Previous Recommendation | Recommended Funding | Serving |
| Flagstaff Shelter Services Alternative Sheltering Options | \$250,000.00 | <i>\$365,697.00 or \$542,248.00</i> | 600 individuals including 15 families |
| Flagstaff Shelter Services Front Door Coordinated Entry | \$0.00 | \$20,000.00 | 400 individuals |

| | | | |
|--|------------------------------------|--|--------------------|
| Catholic Charities Front Door Coordinated Entry | \$40,000.00 | \$20,000.00 | 400 Individuals |
| Catholic Charities Homeless and Supportive Housing Services | \$80,000.00 | \$128,303.00 | 662 Individuals |
| Coconino County Health and Human Services Hotel Operations | \$200,000.00 | \$0.00 | N/A |
| Total Public Service Activities | \$570,000.00 | \$534,000.00 or \$710,551.00 | |
| | | | |
| Housing Activities | Previous Recommendation | Recommended Funding | Serving |
| Real Property Lease for Closing the Gap | \$0.00 | \$36,000.00 | 14 individuals |
| Total Housing Activities | \$0.00 | \$36,000.00 | |
| | | | |
| Administration | \$20,000.00 | \$20,000.00 | |
| <i>CDBG-CV Held in Reserve for Allocation with Spring 2021 CDBG Grant Cycle</i> | \$176,551.00 | \$176,551.00 | |
| <i>Allocated to Flagstaff Shelter Services for Alt Sheltering</i> | \$0.00 | | |
| <u>Total Current CDBG-CV Allocation</u> | \$590,000.00 | <u>\$590,000.00 or \$766,551.00</u> | |

Community Benefits and Considerations:

Considering overall community health as well as the health of Flagstaff's most vulnerable community members, Housing Staff is recommending the funding of public services and housing projects that serve community members who are homeless or at-risk for homelessness and impacted by the COVID-19 pandemic.

Non-congregate sheltering of individuals positive for and/or at higher risk of contracting COVID-19 protects City-wide public health and prevents substantial spread of COVID-19 amongst the homeless population and the entire community. The Department of Housing and Urban Development has encouraged consideration of approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and nonprofit sectors.

Housing Staff is recommending that Council allocate funding in one of two ways:

Option A: Hold \$176,551 of the \$766,551 CDBG-CV award in reserve for allocation alongside the City of Flagstaff CDBG 2021/2022 Annual Entitlement and Spring Grant Cycle; or

Option B: Allocate all CDBG-CV funds immediately, increasing the allocation to Flagstaff Shelter

Services for continued alternative sheltering options for individuals and families in response to COVID-19 by \$176,551.

The benefits of allocating funds as detailed in Option A are numerous. For instance, every two years, after new Council members are elected, staff works with Council to establish CDBG priorities for the next two years. This is scheduled to take place in December 2020. Reserving a portion of the CDBG-CV funds allows potential sub-recipients, including those that may be new to the City's CDBG grant process, sufficient time to evaluate COVID-19 related needs and develop eligible and essential programs that aim to prevent, prepare for and respond to the Coronavirus and complete the grant application (to be released in January 2021) in a timely manner. The grant application process allows Housing Staff and the CDBG Ranking Committee to perform a thorough risk assessment of all potential sub-recipients. This will also permit new potential community partners serving low-moderate income community members impacted by COVID-19, to apply specifically for CDBG-CV grant funding. The Public Service funding category cap requirement of 15% has been waived for CDBG-CV funds making the potential funding available for Public Services Projects nearly double the typical allowable amount for the annual non-CV allocation of CDBG.

Given the rapidly changing community needs from the ongoing impacts of COVID-19, Housing Staff believes that waiting to allocate the remaining funds is prudent and allows the City and its partners time to assess community needs related to COVID-19, brainstorm potential long term solutions and expand community involvement and public participation by utilizing the CDBG Ranking Committee in its recommendation process, additionally providing a lengthier public comment period.

Duplication of benefits and supplanting of federal funds are an increased risk as relief funding is released to the communities in waves. Delaying allocation of a portion of the CDBG-CV funds will provide opportunity for the City's non-profit partners to identify other potential sources of federal funds for these critical services. This will also allow time for advocacy measures at the state level for disbursement of COVID-19 relief funding directly into communities.

Nevertheless, as COVID-19 cases in the City of Flagstaff and Coconino County continue to rise rapidly and show the potential to quickly move from the moderate spread to significant spread level category, it is more critical than ever to maintain social distancing amongst the City's homeless population. Flagstaff Shelter Services has indicated costs for motel, alternative shelter operations and increased staff at \$575,000/month and \$3.4 million dollars for the next 180 days. The lack of federal relief dollars as well as funding from the state makes the City's CDBG-CV allocation a critical source of funds for the continued offering of non-congregate shelter options to the City's most vulnerable community members. If Council should choose to not reserve CDBG-CV funds for allocation in Spring 2021, it is Staff's recommendation that these funds instead be allocated to Flagstaff Shelter Services in addition to the funds recommended for allocation in Option A.

Community Involvement:

The CARES Act adds additional flexibility for CDBG-CV funding requirements in these unprecedented times. The required public comment period is reduced to not less than 5 days and grantees may use virtual public hearings when necessary for public health reasons.

Utilizing these waivers of regulations, there was a five-day (instead of a 30 day) Public Comment Period from Nov 4th – 9th, 2020. An advertisement for Public Notice was published in the Arizona Daily Sun on Nov 3rd, and the proposed DRAFT Resolution and the DRAFT 2019/2020 Amended Annual Action Plan were made available on the City of Flagstaff website starting Nov 3rd, 2020.

With efforts to eliminate risk of supplanting and duplication of benefits in federal spending, all while expediting CDBG-CV dollars to the greatest need, housing staff contacted the three local, non-profit agencies who received CDBG-CV funds for projects preventing, preparing for and responding to the

Coronavirus.

Attachments:

CDBG Dec 8 PP

Con Plan Executive Summary

Draft 2019 AAP

Res. 2020-61

Community Development Block Grant Funds for Supporting Community Response to COVID-19

2019 Annual Action Plan
COVID-19
Amendment #3



Housing Section



Today



CDBG-CV Funding Recommendations





Funds Available for Allocation



| | |
|--|---------------------|
| Second CDBG-CV Allocation | \$766,551.00 |
| <i>Administration (flat amount vs 10%)</i> | <i>\$20,000.00</i> |
| <i>10% City Indirect Rate</i> | <i>Waived</i> |
| Total Available for Allocation | \$746,551.00 |



CDBG-CV Recommendations



Option A

Reserve \$176, 551 of
CDBG-CV funds for
allocation with the
Spring 2021 CDBG
Grant Cycle

Option B

Allocate all
CDBG-CV funding
immediately to
Catholic Charities and
Flagstaff Shelter
Services



CDBG-CV Recommendations



| <u>Agency</u> | <u>Proposal/Project</u> | <u>Recommendation</u> | <u>Serving</u> |
|----------------------------|--|--------------------------------------|-------------------------|
| Flagstaff Shelter Services | COVID-19 Alternative Sheltering Options for Individuals & Families | <i>\$365,697 or \$542,248</i> | 600 Indv 15 Families |
| Flagstaff Shelter Services | Front Door Coordinated Entry | \$20,000 | 400 Indv |
| Catholic Charities | Front Door Coordinated Entry | \$20,000 | 400 Indv |
| Catholic Charities | Homeless and Supportive Housing Services | \$128,303 | 500 Indv |
| Catholic Charities | Real Property Lease for the Closing the Gap Program | \$36,000 | 14 Indv |
| | Admin | \$20,000 | |
| | Total | <i>\$590,000 or \$766,551</i> | |
| Option A | Held in Reserve for Allocation with January 2021 CDBG Grant Cycle | <i>\$176,551</i> | |
| Option B | Allocated immediately to FSS for Alternative Sheltering Options | | 5 |



Next Steps



Consider the Approval and Adoption of Resolution 2020-61 amended with Council's finalized allocations and allowing for the submission of the 3rd Substantial Amendment of the 2019 Annual Action Plan to HUD.



CITY OF FLAGSTAFF ARIZONA

FY2016-2020 HUD Consolidated Plan Executive Summary

Introduction. The Five-Year Consolidated Plan provides the framework for the use of Community Development Block Grant (CDBG) funding received by the City of Flagstaff from the US Department of Housing and Urban Development (HUD) for the five-year period beginning July 1, 2016 and ending June 30, 2021. The FY 2016-17 CDBG allocation is \$599,050. CDBG funds must be used to benefit low and moderate income households and neighborhoods. Eligible CDBG activities fall into three broad categories:

1. Decent Affordable Housing.
2. Human Services and Economic Opportunities, including services for people experiencing homelessness.
3. Neighborhood Revitalization, Public Services and Facilities, including facilities serving people experiencing homelessness.

Community Consultation Process. The Housing Section met with the Coconino County Continuum of Care, which leads efforts to address homelessness for the Rural Continuum of Care managed by the Arizona Department of Housing. Two public consultation meetings took place to seek input into 1) community needs and 2) proposed goals, activities and objectives.

An online survey was conducted to secure input into community needs and priorities; 63 responses were received. Survey respondents identified the following priority needs:

- Public Services
 - Mental Health
 - Housing
 - Child Care
- Housing
 - Construction of Rental Housing
 - Eviction Prevention
 - Rental Assistance
- Facilities/Services for People with Special Needs
 - DV Victims
 - People with Substance Abuse Disorders
- Community Facilities
 - Child Care Centers
 - Health Facilities
 - Senior Centers
 - Disability Accessibility Improvements
- Economic / Community Development
 - Job Creation
 - Employment Training
 - Employment Search Services
- Services/Facilities for People Experiencing Homelessness
 - Emergency Shelter and Transitional Housing for Families
 - Unaccompanied youth (undercounted)

Consolidated Plan Analyses. A housing market analysis and assessments of homelessness, non-housing community development, and special needs populations are conducted for the Consolidated Plan. The housing market analysis and needs assessments identify trends and conditions in a socio-economic and community context. These trends and conditions are then reviewed in the context of stakeholder and citizen input and the priorities of the City's General and Capital Improvements Plans to establish priorities, goals and objectives for the next five years. The following information summarizes the results of the analysis and assessments.

CITY OF FLAGSTAFF ARIZONA

FY2016-2020 HUD Consolidated Plan Executive Summary

Housing Market Analysis

Housing Variety.

- There is a general oversupply of units with 3 or more bedrooms and insufficient units with 1 or 2 bedrooms. People have choice of where to live – including units that are too large for their household – and many small owner households choose to occupy housing units with 3 or more bedrooms.
- With students rooming together off-campus, large families may be challenged to find rental units with adequate bedrooms to comfortably accommodate all members of the family.
- VASH Voucher holders seeking 1-bedroom units that meet Housing Quality Standards have been challenged to find quality affordable units.

Housing Quality.

- There are 8,106 units that were built before 1980; this represents 36% of housing the housing stock. Renters and owners are equally likely to occupy pre-1980 housing units, with renters slightly more likely to occupy units built before 1950.
- HUD data indicates that 2,290 pre-1980 housing units are occupied by households with children – 60% by renters and 40% by owners. These housing units may contain lead based paint, which can lead to serious pediatric health problems.
- US Census data indicates there are 37 units in Flagstaff that lack complete plumbing facilities and 192 that lack complete kitchen facilities; these units may be illegal accessory dwelling units.
- The City's experience with owner-occupied housing rehabilitation indicates that most units are in need of roofing, electrical and plumbing upgrades, hot water heaters and heating units. Public input from the City's survey indicates that deferred maintenance is occurring in the City's older neighborhoods where rental housing predominates.

Housing Affordability.

- Housing cost burden is the most significant housing problem in Flagstaff.
- 2011 CHAS data when compared with 2011 household income and tenure data suggests:
 - Insufficient rental units affordable to households with income less than 30% AMI, and
 - Insufficient owner units affordable to households with income 50% to 80% AMI.
- College students living off-campus often appear to be very low income and their presence tends to inflate the number of households with income less than 30% AMI who are cost burdened. However, it is important to ensure adequate rental housing for non-student households with income less than 30% AMI.
- While the long-term (2000 to 2011) median home value increased 98% increase and the median rent increase was 44%, shorter-term (2011 to 2013) data indicate a 9.6% decrease in home values and a 6% increase in rents. The long-term expectation is that both home values and rents will increase as the housing market continues to recover. Rents are expected to increase more significantly as demand for home purchases is expected to remain relatively low. Rent increases may be somewhat lower than expected as site plans have been approved for 696 additional rental units that will primarily serve college students; the actual impact of new housing intended for student occupancy will depend on NAU student enrollment, which has been increasing steadily over the past five years.

Public Services and Economic Opportunities Analyses Summary

- Records of past funding indicate a need for agency operating support, homeless outreach services, financial education and counseling, housing stabilization assistance, and health services.
- Respondents to the City's Consolidated Plan survey identified mental health, affordable housing, and child care services as priority public services needs in Flagstaff.

CITY OF FLAGSTAFF ARIZONA

FY2016-2020 HUD Consolidated Plan Executive Summary

- There is a mismatch between the high education levels of Flagstaff workers and the entry-level employment opportunities that are available. By targeting CDBG investment in public services that improve basic skills, job readiness and employment search skills, the City can supplement existing efforts.

Neighborhood Revitalization and Public Facilities and Infrastructure Analyses Summary

- There are 7 Census Tracts where low-income populations are concentrated – Census Tracts 2, 3, 5, 8, 10, 12 and 15. An area of low-income concentration is defined as an area where at least 51% of the population has income below 80% of the area median income.
- There are 5 Census Tracts where minority populations are concentrated – Census Tracts 3, 4, 5, 8, and 11.02. An area of minority concentration is defined as an area where the proportion of minorities (non-White) is at least 10% higher than the proportion of that minority group citywide.
- The City has designated four target areas. These target areas encompass many of the areas of low-income and minority concentration and include:
 - Sunnyside - Census Tract 3, Block Group 2, 3, & 4.
 - Southside - Census Tract 8, Block Group 1.
 - Pine Knoll - Census Tract 8, Block Group 2.
 - La Plaza Vieja - Census Tract 11.02, Block Group 1 & 3
- Needed public facilities located in LMI neighborhoods and/or serving LMI residents and people with special needs include emergency shelters and transitional housing, and facilities providing services to youth, seniors and people with special needs. The City library foresees a need for expansion to serve individuals experiencing homelessness and youth as school libraries are under-funded. Sustainability and energy efficiency improvements to shelters are also a critical need and several providers have approached the City for assistance.
- Respondents to the City's Consolidated Plan survey identified child care centers, health care facilities, senior centers and disability accessibility improvements as priority public facilities needs in Flagstaff.

Homelessness

- The 2015 sheltered count reported by the AZ Department of Housing identified 771 sheltered individuals in Coconino County, including emergency shelter, transitional housing, and permanent supportive housing. Counts of sheltered families served by victim services agencies are not included in the sheltered count.
- The 2015 point in time count revealed 151 people in 91 households experiencing homelessness in Coconino County. This count was conducted in January when unsheltered homelessness in Coconino County is relatively low due to inclement weather. The July 2014 unsheltered count reported by Coconino County to the AZ Department of Housing identified 388 unsheltered individuals in Coconino County.
- Nearly 1/3 of unsheltered homeless people indicated the primary reason for homelessness was no employment. Other high ranking primary contributors to homelessness were household/ family dispute, insufficient employment, and the high cost of housing.

CITY OF FLAGSTAFF ARIZONA
FY2016-2020 HUD Consolidated Plan Executive Summary

Consolidated Plan Goals and Activities

Public and stakeholder input, records of past funding, the needs assessments and housing market analysis are used to determine the relative priority of activities and the populations that will be served. HUD allows two priority designations – high and low. Assignment of priority does not reflect a lack of need for any particular population or activity; it merely identifies those conditions that are most likely to be addressed with limited CDBG funding.

- High priority activities are likely to be funded with CDBG resources during the next five years.
- Low priority activities may be funded as opportunities arise.

The table summarizes planned CDBG activities and the priority level and 5-year numeric goal for each. Activities that will be targeted to special populations are indicated. The table is designed to meet HUD requirements.

| 5-year Consolidated Plan Goals | | | |
|---|---------------------------|-----------------------|--------------------|
| Activity | Special Population | Priority Level | 5-year Goal |
| Priority Need: Revitalization, Public Facilities & Infrastructure | | | |
| Facility Improvements | X | H | 500 people |
| ADA Accessibility Improvements | X | L | 500 people |
| Land Acquisition for Affordable Housing Development | | L | 5 households |
| Infrastructure for Affordable Housing Development | | L | 5 households |
| Priority Need: Public Services & Economic Opportunities | | | |
| Service and Facility Operating Support | X | H | 2,000 people |
| Employment & Job Training Support Services | | L | 5 people |
| Housing Stabilization Services including Eviction/Foreclosure Prevention and Legal Services | | H | 500 households |
| Priority Need: Addressing Homelessness | | | |
| Service and Facility Operating Support, including Outreach | X | H | 5,000 people |
| Increase number of emergency /transitional shelter beds for families | X | H | 20 beds |
| Increase supply of permanent supportive housing | X | H | 15 beds |
| Priority Need: Decent Affordable Housing | | | |
| Owner-occupied Housing Rehabilitation | | H | 25 units |
| Rental Housing Construction | | H | 5 units |
| Owner Housing Construction | | H | 2 units |
| First-time Homebuyer Assistance | | H | 25 households |
| Rental Housing Rehabilitation | | L | 10 units |

City of Flagstaff

FY 2019 HUD Annual Action Plan



Submitted to the
US Department of Housing and Urban Development
June 4, 2019



2019 Annual Action Plan
Substantial Amendment #3

The purpose of the first substantial amendment was to reallocate funds from Flagstaff Shelter Service's Employment Navigation project to Flagstaff Shelter Service's COVID-19 Infectious Disease Response project for individuals experiencing homelessness.

The purpose of the second substantial amendment to the 2019 AAP was to incorporate the City of Flagstaff's 1st CDBG-CV allocation and to de-obligate 2019 funds allocated to the OOHR project and reallocate those funds to the CCHHS Eviction Prevention Program.

The purpose of the 3rd substantial amendment to the 2019 AAP is to incorporate the City of Flagstaff's second CDBG-CV allocation provided by the CARES Act.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (Action Plan) is submitted to the U.S. Department of Housing and Urban Development (HUD) and serves as the formal application for the use of Community Development Block Grant (CDBG) entitlement funds received by the City of Flagstaff.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2016-2020, submitted to HUD on May 15, 2016. The Action Plan provides a brief description of the programs and projects of the City of Flagstaff in Fiscal Year 2019-2020, as well as funding announcements for the CDBG program. The City established four priorities based on the analysis of market and community conditions, and input from Flagstaff residents and service providers:

1. Neighborhood Revitalization & Public Facilities & Infrastructure
2. Public Services & Economic Opportunities
3. Addressing Homelessness
4. Decent Affordable Housing

The Community Development Block Grant (CDBG) program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Flagstaff is classified as an 'entitlement community'. This means that Flagstaff does not apply for the CDBG program but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. To receive CDBG funds, every five years, the City must complete a Consolidated Plan, and a yearly Annual Action Plan based on the Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for low and moderate-income persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

Additionally, CDBG-CV dollars provided by the CARES (Coronavirus Aid, Relief and Economic Security) Act will be utilized to prevent, prepare for and respond to COVID-19, alleviating the impact of COVID-19 on Flagstaff's most vulnerable residents.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Flagstaff is proud of the accomplishments achieved. In the past two years, CDBG has served 2,480 individuals and 47 households. During the coming year, the City will continue to utilize viable resources and successfully administer CDBG sub-recipient contracts to improve the quality of life in the community.

The city strives to utilize CDBG funds in target neighborhoods; however, the actual distribution of funds to target areas depends on the number and type of proposals received. Last fiscal year, 100% of CDBG funding was expended in the City of Flagstaff. This fiscal year, the city will expend 41% of CDBG funding in Target Neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of five public meetings and one-on-one technical assistance meetings with interested agencies. The draft Annual Action Plan was made available for public comment from March 1, 2019 to April 1, 2019. The funding allocations in this plan were brought to the City Council during a public meeting held on April 9, 2019 and were approved by City Council on April 16, 2019.

Flagstaff City Council's CDBG priorities for 2019 are homelessness, housing (rental and ownership), workforce job training, education (early childhood development) and neighborhood revitalization. The first public meeting, held on January 31, 2019, began the Annual Action Plan process. It introduced to the public the planning stages and solicited public participation for the CDBG Request for Proposal process. On February 28, 2019, a public meeting was held to discuss and receive comment on the proposals submitted.

On April 9, 2019, staff presented the ranked proposals to City Council and received final decision on the selected proposals at the City Council Meeting.

Notice of public meetings were published at least two weeks prior to each meeting in the Arizona Daily Sun, a newspaper of general circulation and to members of the local Continuum of Care. The Continuum of Care has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

Emails and notices provided information about the topic of the meeting, location, and how comments could be submitted if the person(s) was unable to attend. The forums and meetings were held in handicapped accessible locations. Accommodations for those with hearing and special language needs were made on an as needed basis when at least a 24 hour notice was provided to the City.

On April 10, 2020 staff requested and received City Council approval of a substantial amendment to the 2019/2020 Annual Action Plan.

On May 19, 2020 staff requested and received City Council approval of a second substantial amendment to the 2019/2020 Annual Action Plan.

On Dec 8, 2020 staff requested and received City Council approval of a third substantial amendment to the 2019/2020 Annual Action Plan.

Emails and notices provided information about the topic of the meeting, location, and how comments could be submitted if the person(s) was unable to attend. The forums and meetings were held in handicapped accessible locations. Accommodations for those with hearing and special language needs were made on an as needed basis when at least a 24 hour notice was provided to the City.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the one-month public comment period for CDBG 2019, one comment was received.

During the 5 day public comment period for the 1st round of CDBG-CV funds, one comment was received.

During the 5 day public comment period for the 2nd round of CDBG-CV funds, ____ comment was received.

6. Summary of comments or views not accepted and the reasons for not accepting them

Below is the one public comment the City of Flagstaff Housing Section received. City of Flagstaff Housing staff held a technical assistance meeting with Coconino County Community Services to discuss the agency's concerns regarding a potential alternative project idea.

Public comment from Coconino County Community Services Interim Director, Norma Gallegos:

"Community Services is going to take off this year and will not be applying for this grant. We have always used these funds for eviction prevention because we do not have enough rental funds to meet the housing needs in the community. As I mentioned at the Public Hearing last week, it's difficult to come up with a new service when it comes to providing rental assistance because we already provide case management and financial empowerment to families who are requesting services.

We have heard from the community as well as staff that the federal requirements for these funds in terms of paperwork etc., creates more of a barrier to households who end up not returning because of the documentation that is required for this grant, which is unfortunate. Taking this year off will give us time to see if there are other opportunities where this grant could assist us in our Mission since it is a grant that is available each year."

Below is the one public comment the City of Flagstaff Council received in regard to CDBG-CV funding:

Kathleen Preston
Agenda Item #8
Block Grant

Greetings Mayor Evans and Council,

I am glad the City is moving forward with getting funds together to get homeless into hotel rooms where they can self isolate. I would urge you to use your position as council members to help secure a hotel for rent or purchase that has a reasonable price and meets all health dept needs. I know that Ross Altenbaugh manager of Shelter Services is working with a few different hotels, but in her meeting with the County she expressed that the price per room was significantly higher than the \$50/night at the

Aspen Hotel. The more expensive the rooms the less far these grants will go. Please do what you can to get a reasonable deal on whatever hotel situations are out there.

Also, I urge you to utilize your position to put pressure on our State and Federal government to get reimbursement funds for the hotels we need. The State still has money allocated by the feds for coronavirus relief and I think now is the time to ask for the money. We don't want this outbreak to get any larger. Thank you."

7. Summary

Not Applicable.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|--------------------|-----------|-----------------------------------|
| CDBG Administrator | FLAGSTAFF | City of Flagstaff Housing Section |

Table 1 – Responsible Agencies

Narrative (optional)

The City of Flagstaff Housing Section is the HUD “lead agency” for the Consolidated Plan and Annual Action Plan. The Housing Section is part of the City’s Community Development Division. In addition to Housing, the Community Development Division includes the Engineering, Planning and Development Services sections.

The Housing Section works to address the shortage of affordable housing with several programs and tools. In addition to administration of the CDBG program, the Housing Section performs the below primary functions.

The City of Flagstaff Housing Authority (CFHA) manages 265 public housing units, 333 Housing Choice Vouchers, 106 Veterans Affairs Supportive Housing (VASH) vouchers, 80 apartment-style residences for a non-profit corporation and 12 Single Room Occupancy (SRO) vouchers for Seriously Mentally Ill (SMI).

- Research and Planning: Key to this focus area is the identification and maintenance of data pertinent to housing in Flagstaff and nationally, the creation and implementation of plans, the location and review of best practices and additional tools being used in other communities, and project specific planning.
- Policy: The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff’s overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector’s ability to provide market-based solutions.
- Housing Programs and Development: This focus area encompasses programmatic areas, as well as the implementation of previous planning efforts, resulting in the creation of housing opportunities.

Consolidated Plan Public Contact Information

City of Flagstaff Housing Section

Leah Bloom, Housing and Grants Administrator

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Flagstaff, Arizona 86001

LBloom@flagstaffaz.gov

(928) 213-2752

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

In developing the 2019 Annual Action Plan, the City consulted with agencies providing services related to housing, social services, elderly persons, disabled persons, persons with HIV/AIDS, children experiencing neglect, and individuals and families impacted by homelessness. Agencies participating in the Annual Action Plan public meeting were.

1. Catholic Charities of Northern Arizona
2. Coconino County Community Services
3. City of Flagstaff
4. Flagstaff Family Food Center
5. Flagstaff Shelter Services
6. The Guidance Center
7. Housing Solutions of Northern Arizona
8. Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA)
9. Southwest Fair Housing Council

Activities that serve a special population, including homeless populations, and projects located in target neighborhoods received additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City's Housing Section works with coordinated entry, various agencies, and committees, along with City and County departments to coordinate resource delivery to eligible households. The City supports developers, when appropriate, that are seeking funding for Low Income Housing Tax Credits and provides support to other projects that will serve Flagstaff's low and moderate-income households.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and

transitional shelter services and permanent supportive housing opportunities. City of Flagstaff staff participate on the Executive Committee.

The City has lead the Point-In-Time (PIT) steering committee for the last three years and worked with Northern Arizona University to assist in developing the survey instrument for the Balance of State Continuum of Care. In addition, City staff leads the Flagstaff Project Homeless Connect steering committee and the System Design Steering committee.

City staff has been instrumental in the creation of Front Door Coordinated Entry. The System Design Steering Committee has created a single point of entry for coordinated assessment in the Flagstaff area, known as Front Door. Since January 2017, accessing housing and services has been dramatically simplified for those in crisis. When members of the community identify themselves to be in a housing crisis, they can access community services by entering the Front Door Program.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Flagstaff is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

| | | |
|---|--|---|
| 1 | Agency/Group/Organization | CATHOLIC CHARITIES OF NORTHERN ARIZONA |
| | Agency/Group/Organization Type | Services - Housing Services-Children Services-Elderly Persons Services-homeless |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Catholic Charities of Northern Arizona continued to monitor the needs of Northern Arizona communities and responded by providing life-changing services that protect and nurture children, help strengthen families and assist individuals in crisis. Catholic Charities delivers services in foster care, adoption and pregnancy counseling, North Star youth development and Westside Head Start early education. Over the years, in response to community needs, our Catholic Charities has grown to serve veterans and their families, sex-trafficked survivors, victims of domestic abuse, refugees and those experiencing homelessness. |
| 2 | Agency/Group/Organization | Coconino County Community Services |
| | Agency/Group/Organization Type | Services-Elderly Persons Services-homeless Services-Health Services-Education |
| | What section of the Plan was addressed by Consultation? | Anti-poverty Strategy |

| | | |
|---|--|---|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Coconino County Community Services Department (CCCSD) is the largest provider of emergency services in the community, specifically eviction/foreclosure prevention and move in assistance; it is the number one referral agency in both the County and the City of Flagstaff. CCCSD is the recognized Community Action Agency for the County and covers a service area of 18,000 square miles. CCCSD has successfully administered an eviction and foreclosure prevention program for the last thirty-five (35) years. The agency was consulted through public meetings, the public comment period and one on one technical assistance. |
| 3 | Agency/Group/Organization | City of Flagstaff |
| | Agency/Group/Organization Type | PHA Service-Fair Housing Other government – Local |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Public Housing Needs Lead-based Paint Strategy |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The City will continue to utilize CDBG funds in target neighborhoods and owner-occupied housing rehabilitation. These programs serve low to moderate income residents of target neighborhoods, elderly persons and persons with disabilities. The programs improve infrastructure; eliminate health and safety hazards; facilitate ADA accessibility and aging in place; stabilize low income households through reduction of home repair and utility costs; increase building performance; revitalize low income neighborhoods; and preserves entry-level housing stock. |
| 4 | Agency/Group/Organization | Flagstaff Family Food Center |
| | Agency/Group/Organization Type | Services-Health Services-Education |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy |

| | | |
|---|--|---|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Serving hope to Flagstaff families by providing hunger relief and children's literacy programs. |
| 5 | Agency/Group/Organization | Flagstaff Shelter Services |
| | Agency/Group/Organization Type | Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Flagstaff Shelter Services offers individuals experiencing homelessness shelter and supportive services and is focused on chronic homelessness, assisting many individuals whom have serious psychiatric or substance abuse issues. Flagstaff Shelter Services provides all individuals experiencing homelessness with coordinated entry know as Flagstaff's Front Door. The agency was consulted through public meetings, the public comment period and one on one technical assistance. |
| 6 | Agency/Group/Organization | The Guidance Center |
| | Agency/Group/Organization Type | Services-Health Health Agency Mental Health |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |

| | | |
|---|--|---|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Guidance Center (TGC) is a not-for-profit Community Mental Health Center with locations serving Flagstaff. TGC provides a full range of services, which include everything from general mental health counseling for everyday stressors, to our inpatient psychiatric hospital for acute psychiatric emergencies. TGC is committed to creating healthy individuals, families and communities. The agency was consulted through public meetings, the public comment period and one on one technical assistance. |
| 7 | Agency/Group/Organization | Housing Solutions of Northern Arizona |
| | Agency/Group/Organization Type | Housing Services - Housing Services - Victims Community Development Financial Institution |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Housing Solutions of Northern Arizona (HSNA) is a nonprofit housing organization, founded as the Affordable Housing Coalition in 1990 through the grassroots efforts of local citizens concerned about the lack of affordable housing in the Flagstaff community. HSNA expanded from an advocacy organization to one that focuses on programs designed to help residents identify and maintain safe, decent, and affordable housing. The agency's mission is "building opportunities for sustainable, affordable housing in northern Arizona." The agency was consulted through public meetings, the public comment period and one on one technical assistance. |
| 8 | Agency/Group/Organization | Southwest Fair Housing Council |
| | Agency/Group/Organization Type | Service-Fair Housing |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment |

| | |
|---|---|
| <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p> | <p>Southwest Fair Housing Council provides comprehensive services to achieve and preserve equal access to housing for all people. The elimination of all forms of illegal discrimination related to housing. Through research, advocacy, enforcement, community outreach, passionate staff and diverse board, SWFHC helps more people achieve equal access to housing and are recognized as one of the superior fair housing organizations in the nation.</p> |
|---|---|

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|-------------------|-------------------------------|--|
| Continuum of Care | Arizona Department of Housing | The Balance of State Continuum of Care (BOSCOC) is a collaborative and inclusive community based process for planning and managing homeless assistance resources and services effectively and efficiently to end homelessness in thirteen (13) counties of Arizona. Goals in Coconino County's BOSCOC Strategic Plan include action items such as improving the implementation of Coordinated Entry; to continue conducting the County's annual Point in Time Count; to work collaboratively with stakeholders, funders and housing providers to create community housing needs assessment, etc. |

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and transitional shelter services, as well as permanent supportive housing opportunities. Flagstaff City staff

participate on the Executive Committee. City staff also lead the Point-in-Time steering committee, the Homeless Connect steering committee and sit on the systems design steering committee.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Flagstaff makes funding allocations based on community priorities and input. Priorities are determined by City Council and through input provided by the public, both in the planning and application processes.

Investments are allocated based on City Council's determination. Proposals for eligible activities are solicited through a formal Request for Proposals (RFP) process, which is open to qualified external organizations and City sponsored projects. Submitted proposals are evaluated and ranked, and a summary of the evaluation is presented to City Council for its review and consideration in making final funding decisions. A review committee consisting of City staff and external members determines a score for each proposal and makes recommendations to City Council based on the following priorities:

1. City Council annual CDBG priorities, 5-year Consolidated Plan and eligible CDBG funding
2. The need for funds and the demand for the project are demonstrated;
3. Geographic areas designated as target neighborhoods due to a disproportionate concentration of low income and minority populations;
4. Projects that meet the previous criteria and address the Primary, National and Consolidated Plan Objectives of the CDBG program; and
5. Projects that demonstrate the capacity to provide timely, compliant, and sustainable benefits to the community.

Activities that will serve a special population, including homeless populations, and projects located in target neighborhoods receive additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of three public meetings, a request for proposal process, and an invitation for written comment. Forums and meetings were conducted to solicit information on housing and community development needs and to elicit public comment on planned activities. The draft Annual Action Plan was made available for public comment from March 1, 2019 to April 1, 2019.

The first proposed amendment to the 2019/2020 Annual Action Plan was made available for public comment from April 5, 2020 to April 9, 2020. The five day public comment period was allowable by the Department of Housing and Urban Development's implementation of waivers of community planning and development grant programs and consolidated plan requirements to prevent the spread of COVID-19 and mitigate economic impacts. The waiver was also used for an amendment to the City of Flagstaff

2016-2020 Consolidated Plan Citizen Participation Plan.

The second proposed substantial amendment to the 2019/2020 Annual Action Plan was made available for public comment from May 6, 2020 to May 11, 2020. The five day public comment period was allowable by the Department of Housing and Urban Development implementation of waivers of community planning and development grant program and consolidated plan requirements to prevent the spread of COVID-19 and mitigate economic impacts.

The third proposed amendment to the 2019/2020 Annual Action Plan was made available for public comment from November 4, 2020 to November 9, 2020. The five day public comment period was allowable by the Department of Housing and Urban Development's implementation of waivers of community planning and development grant programs and consolidated plan requirements to prevent the spread of COVID-19 and mitigate economic impacts.

Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|-------------------|------------------------------|--|------------------------------|--|---------------------|
| 1 | Internet Outreach | Non-targeted/broad community | Emails were sent to over 300 member of Coconino County's Continuum of Care informing agencies of important dates for the 2019 Community Development Block Grant Schedule, public comment period and deadlines. | No comments received. | | |

| | | | | | | |
|---|----------------|--|---|---|--|--|
| 2 | Public Meeting | <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> | <p>On January 31, 2019 Housing staff held a public hearing to start the CDBG grant cycle and public participation process. The overview of the City's CDBG program assisted the public in understanding the possible funding available, eligible activities under the grant, City Council CDBG priorities, and the format of this year's CDBG process. Nine representatives from agencies attended.</p> | <p>From the Coconino County Community Services Interim Director: "Coconino County Community Services (CCCS) used CDBG funds for eviction prevention because we do not have enough rental funds to meet the housing needs in the community. It's difficult to come up with a new service when it comes to providing rental assistance because we already provide case management and financial empowerment to families who are requesting services."</p> | <p>Comment was accepted and discussed with agency.</p> | |
|---|----------------|--|---|---|--|--|

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|--------------------|--------------------------------|--|--|---------------------|
| | | | | Coconino County Community Services have heard from the community as well as staff that the federal requirements for these funds in terms of paperwork etc., creates more of a barrier to households who end up not returning because of the documentation that is required for this grant, which is unfortunate. | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---|--|------------------------------|--|---------------------|
| 3 | Public Meeting | Persons with disabilities Non-targeted/broad community | A public meeting was held by City staff on Thursday, February 28, 2019 to review received proposals and to receive comments on the use of the City of Flagstaff's 2019 CDBG funds. | No comments received. | | |
| 4 | Newspaper Ad | Persons with disabilities Non-targeted/broad community | Arizona Daily Sun ad February 10 & 17, 2019 - Invited the public to City Council Meeting to discuss the use of CDBG funding on April 9, 2019. | No comments received. | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---|---|------------------------------|--|---------------------|
| 5 | Public Meeting | Persons with disabilities Non-targeted/broad community | On Tuesday, April 9 & 16, 2019, two public meetings were held by City Staff where City Council discussed and approved the submittal of the 2019 Annual Action Plan to HUD and use of the 2019 CDBG funds. | No comments received. | | |
| 6 | Newspaper Ad | Persons with disabilities Non-targeted/broad community | Arizona Daily Sun ad April 5, 2020 invited public comment on the 1 st substantial amendment to the 2019/2020 Annual Action Plan | No Comments Received | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---|---|------------------------------|--|---------------------|
| 7 | Public Meeting | Persons with disabilities Non-targeted/broad community | On Friday April 12 a public meeting was held by City Staff where City Council discussed and approved the submittal of the 1 st amendment to the 2019 Annual Action Plan to HUD and use of the 2019 CDBG funds. | No Comments Received | | |

| | | | | | |
|---|--------------|--|---|--|--|
| 8 | Newspaper Ad | <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> | <p>Arizona Daily Sun AD May 6, 2020 - Invited public comment on the second amendment to the 2019/2020 Annual Action Plan and proposed use of the 1st round of CDBG-CV funds.</p> | <p>Kathleen Preston Agenda Item #8 Block Grant Greetings Mayor Evans and Council, I am glad the City is moving forward with getting funds together to get homeless into hotel rooms where they can self isolate. I would urge you to use your position as council members to help secure a hotel for rent or purchase that has a reasonable price and meets all health dept needs. I know that Ross Altenbaugh manager of Shelter Services is working with a few different</p> | |
|---|--------------|--|---|--|--|

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|--|--|--|--|---|--|--|
| | | | | <p>hotels, but in her meeting with the County she expressed that the price per room was significantly higher than the \$50/night at the Aspen Hotel. The more expensive the rooms the less far these grants will go. Please do what you can to get a reasonable deal on whatever hotel situations are out there. Also, I urge you to utilize your position to put pressure on our State and Federal government to get reimbursement funds for the hotels we need. The</p> | | |
|--|--|--|--|---|--|--|

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|--------------------|--------------------------------|--|--|---------------------|
| | | | | State still has money allocated by the feds for coronavirus relief and I think now is the time to ask for the money. We don't want this outbreak to get any larger. Thank you. | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---|--|------------------------------|--|---------------------|
| 9 | Public Meeting | Persons with disabilities Non-targeted/broad community | On Tuesday, May 12 & 19, 2020, two public meetings were held by City Staff where City Council discussed and approved the submittal of the 2 nd substantial amendment to the 2019 Annual Action Plan to HUD and use of the 1 st round of CDBG-CV funds and reallocation of 2019 CDBG funds. | | | |
| 10 | Newspaper Ad | Persons with disabilities Non-targeted/broad community | Arizona Daily Sun ad Nov 3, 2020 invited public comment on the third substantial amendment to the 2019/2020 Annual Action Plan | TBD | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---|---|------------------------------|--|---------------------|
| 11 | Public Meeting | Persons with disabilities Non-targeted/broad community | On Tuesday, Nov 10 Dec 8 th , 20, two public meetings were held by City Staff where City Council discussed and approved the submittal of the third substantial amendment to 2019 Annual Action Plan to HUD and proposed use of the 2 nd Round of CDBG-CV funds. | TBD | | |

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The amount of CDBG funding received by the City varies from year-to-year based on the federal budget. The City expects to receive between \$510,000 and \$650,000 each year during the next five years. The Annual Action Plan describes City allocations for the CDBG program during the coming year – PY2019-2020. These allocations fund activities to address goals for the primary Consolidated Plan areas: Affordable Housing, Homelessness, Community Development, Special Needs and Citizen Participation.

Additional federal funds to address goals were made available for public housing and programs addressing the needs of people experiencing homelessness. State government, local general funds and private resources are occasionally secured by the City or by local agencies for a variety of uses.

The CARES (Coronavirus Aid, Relief and Economic Security) Act of April 2020 provided Community Development Block Grant Funds (CDBG-CV) to Entitlement Communities to prevent, prepare for and respond to COVID-19. The City of Flagstaff allocation was \$359,640.

The CARES (Coronavirus Aid, Relief and Economic Security) Act of April 2020 provided an additional allocation of Community Development Block Grant Funds (CDBG-CV) to the City of Flagstaff in September 2020 to prevent, prepare for and respond to COVID-19. The City of Flagstaff allocation was

\$766,551. The cumulative amount for all allocation rounds for the City of Flagstaff is \$1,126,155.

Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan \$ | Narrative Description |
|---------|------------------|--|----------------------------------|--------------------|--------------------------|-----------|---|--|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| CDBG | public - federal | Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services | 616,928 | 60,044 | 20,183 | 697,155 | 0 | The City of Flagstaff's 2019 CDBG allocation totals \$697,155.48. |
| Other | public - federal | Other | 359,604 | 0 | 0 | 359,604 | 0 | CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus. |
| Other | public - local | Public Services | 59,000 | 0 | 0 | 59,000 | 0 | City of Flagstaff General Funds to be leveraged with CDBG-CV funds for Eviction Prevention services. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan \$ | Narrative Description |
|---------|------------------|---------------|----------------------------------|--------------------|--------------------------|-----------|---|--|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| Other | public - federal | Other | 766,551 | 0 | 0 | 766,551 | 0 | CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus. |

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will leverage possible additional resources to rehabilitate and/or develop affordable housing for renters or owners, to provide services to vulnerable populations including people experiencing homelessness, people living in poverty, and other people with special needs. When funding has matching requirements, match may be satisfied through local fundraising by nonprofit organizations, State Housing Trust Funds, and City General Funds. \$2,414,316 federal, state and local funds will leverage 2019 CDBG projects.

Coconino County Health and Human Services' Eviction Prevention program will also receive \$59,000 in City of Flagstaff General Funds per City Council direction given at the April 24, 2020 Budget Retreat. These funds will be leveraged with the CDBG allocation and administered in their combined entirety as one program contract between CCHHS and the City of Flagstaff.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

Not applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|---------------------------------------|------------|----------|--|-----------------|--|-------------------|--|
| 1 | Infrastructure for Affordable Housing | 2016 | 2021 | Affordable Housing Non-Housing Community Development | Sunnyside | Revitalization, Public Facilities & Infrastructure Addressing Homelessness Decent Affordable Housing | CDBG: \$258,233 | Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 5 Households Assisted Rental units constructed: 5 Household Housing Unit Overnight/Emergency Shelter/Transition Housing Beds added: 9 Beds Housing for Homeless added: 5 Households Housing Unit |
| 2 | Owner-occupied Housing Rehabilitation | 2016 | 2021 | Affordable Housing | Citywide | Decent Affordable Housing | CDBG: \$46,239.28 | Homeowner Housing Rehabilitated: 0 Household Housing Unit |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|--|------------|----------|--|-----------------|--|---|---|
| 3 | Operating Support | 2016 | 2021 | Homeless | Citywide | Public Services and Economic Opportunities Addressing Homelessness | CDBG: \$59,597 CDBG-CV #1: \$250,000 CDBG-CV#2: \$TBD | Public service activities other than Low/Moderate Income Housing Benefit: 3200 Persons Assisted Homeless Person Overnight Shelter: 3040 Persons Assisted |
| 4 | ADA Accessibility Improvements | 2016 | 2021 | Non-Homeless Special Needs Non-Housing Community Development | Sunnyside | Revitalization, Public Facilities & Infrastructure Addressing Homelessness | CDBG: \$24,836 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted |
| 5 | Service and Facility Operating Support | 2016 | 2021 | Non-Housing Community Development | Citywide | Public Services and Economic Opportunities Addressing Homelessness | CDBG: \$0 CDBG-CV #1: \$73,644 CDBG-CV#2: \$TBD | Public service activities other than Low/Moderate Income Housing Benefit: 1060 Persons Assisted Homeless Person Overnight Shelter: 200 Persons Assisted |
| 6 | Housing Stabilization Services | 2016 | 2021 | Non-Housing Community Development | Citywide | Public Services and Economic Opportunities Decent Affordable Housing | CDBG: \$172,855.29 City of Flagstaff General Funds: \$59,000 | Public service activities for Low/Moderate Income Housing Benefit: 91 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 91 Households Assisted Homelessness Prevention: 91 Persons Assisted |

Table 6 – Goals Summary

Goal Descriptions

| | | |
|----------|-------------------------|--|
| 1 | Goal Name | Infrastructure for Affordable Housing |
| | Goal Description | Housing Solutions of Northern Arizona will implement CDBG funds to expand its Sharon Manor Transitional Housing facility. The project would add 5 units of transitional housing, to the Sharon Manor House. This home currently has 8 studio apartments, with common kitchen and living space. The additional units would be a second story expansion and would increase the number of homeless victims of domestic violence to have resources to escape abuse, build self-sufficiency and identify decent, safe, permanent housing. |
| 2 | Goal Name | Owner-occupied Housing Rehabilitation |
| | Goal Description | <p>The City of Flagstaff will apply CDBG funds for its Owner-Occupied Housing Rehabilitation (OOHR). OOHR preserves existing affordable housing stock by eliminating health and safety hazards. It conducts home repairs, accessibility modifications which allows homeowners to live in safe, decent and affordable housing. The services are available to low to moderate Flagstaff homeowners.</p> <p>On May 19, 2020 Flagstaff City Council approved a substantial amendment de-obligating the remaining funds for this project and re-allocating them to Coconino County Health and Human Services for Eviction Prevention.</p> |

| | | |
|---|-------------------------|--|
| 3 | Goal Name | Operating Support |
| | Goal Description | <p>Flagstaff Shelter Services will provide expanded shelter and services in response to the COVID-19 infectious disease pandemic. The FSS COVID-19 Infectious Disease Response Program will provide alternative, temporary shelter to a minimum of 2800 individuals at heightened risk of severe infection and exposure to COVID-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of high-risk clients to create appropriate social distance and separation between remaining clients in order to expand on-site day services. The agency will use CDBG funds to provide temporary off-site shelter, purchase crucial biohazard supplies to protect clients and staff and to hire additional support for the supervision of clients during daytime hours. During the winter months FSS will provide at least 40 households with non-congregate shelter.</p> <p>Coconino County Health and Human Services will use CDBG funds for the operational costs of providing shelter to homeless individuals who have tested positive for or been otherwise diagnosed with COVID-19 or are awaiting testing results. Clients will remain at the hotel site throughout the length of said individual's likelihood or confirmation of being actively contagious with the Coronavirus. CCHHS will provide temporary emergency shelter for a minimum of 240 individuals experiencing homelessness and recovering from, positive for, or awaiting test results for COVID-19.</p> <p>CDBG-CV funds will provide operational support to Flagstaff's Front Door Coordinated Entry Program. This collaborative project will serve as a "front door" to those experiencing a housing crisis in the City of Flagstaff. Front Door will provide a single entry point into the shelter and housing system to streamline services, reduce shelter stay and length of time homeless, increase program utilization and eliminate the need for households in crisis to "service hop." The Front Door also provides referral information to community members at risk of homelessness.</p> |
| 4 | Goal Name | ADA Accessibility Improvements |
| | Goal Description | <p>Flagstaff Family Food Center will utilize CDBG funding to rehabilitate the agency's community dining room located in the Sunnyside target neighborhood. The scope of work includes renovating and constructing an ADA restroom, and purchasing new industrial kitchen equipment which will be bolted into the ground. This activity would serve 3000 low to moderate income residence in Sunnyside.</p> |

| | | |
|---|-------------------------|---|
| 5 | Goal Name | Service and Facility Operating Support |
| | Goal Description | <p>CDBG dollars will support homeless services delivered in the City of Flagstaff. This would primarily be in support of staffing, operational support, and eligible supplies for the PATH Homeless Outreach program; and staffing, operational support and eligible supplies for our housing programs, specifically family shelter and congregate living facilities which are at greater risk due to COVID-19. Additionally, as testing is critical in congregate facilities funds will be utilized to ensure adequate testing for the safety of residents in these facilities and ensure continual movement into and out of shared living into more permanent housing solutions within our community.</p> <p>CDBG-CV dollars will be used to support multiple non congregate housing facilities serving homeless individuals with justice system involvement and/or those with long term chronic substance use disorders. CDBG dollars will provide monthly rental and utility payments (up to 3 consecutive months) for tenants in 3 residential homes as well as for those enrolled in the Closing the Gap program. Funds will also be utilized for staff time and training as well as cleaning supplies and PPE for staff and residents safety at the living facilities.</p> |
| 6 | Goal Name | Housing Stabilization Services |
| | Goal Description | <p>Coconino County Health and Human Services (CCHHS) is one of the leading sources of eviction prevention and homeless diversion assistance in the City of Flagstaff. CDBG funding will expand current eviction prevention programs and provide Flagstaff residents with temporary financial assistance for low to moderate income households facing eviction and impacted by the COVID-19 Pandemic.</p> |

Projects

AP-35 Projects – 91.220(d)

Introduction

In the 2019 CDBG process, three external agency proposals were received. There was one internal City of Flagstaff request. When program income is included and de obligated dollars are accounted for, the 2019 CDBG allocation is \$697,155.48. Four proposals requesting a total of \$826,545.87 in CDBG funding were received by the February 21, 2019 deadline. Recommendations were discussed and approved by Flagstaff's City Council at a public hearing on April 9, 2019. The following table identifies approved projects for 2019-2020 program year with a budget of \$697,155.48.

On April 10, 2020 a recommendation to re-allocate funds for the Flagstaff Shelter Services Employment Navigation Services for Individuals Experiencing Homelessness to the COVID-19 Infectious Disease Response for Individuals Experiencing Homelessness was made to City Council and the first substantial amendment to the 2019 AAP was approved.

On May 19, 2020 a recommendation to de-obligate any remaining CDBG 2019/2020 funds from the City's Owner Occupied Housing Rehabilitation Program and re-allocate funds to Eviction Prevention administered by Coconino County Health and Human Services was approved by City Council.

On May 19, 2020 Flagstaff City Council approved the second substantial amendment to the 2019/2020 Annual Action Plan as well as to incorporate the 1st round of CDBG-CV allocation and fund recommended projects.

On December 8, 2020 Flagstaff City Council approved the third substantial amendment to the 2019/2020 Annual Action Plan incorporating the 2nd round of CDBG-CV funding and allocation of funds to specific projects.

Please note that the expected amount available (in the AP-15) shows more than allocated in AP-35 Projects. IDIS (AP-35) will not allow cents in the expected resources for the city's projects which is triggers a warning in the Annual Action Plan Quality Check.

Projects

| # | Project Name |
|---|--|
| 1 | Transitional Housing for Victims of Domestic Violence - Expanding Sharon Manor |
| 2 | City of Flagstaff - Owner Occupied Housing Rehabilitation Program |
| 3 | Flagstaff Family Food Center - Food Center Rehabilitation |
| 4 | FSS - COVID-19 Infectious Disease Response for Individuals Experiencing Homelessness |

2019 Annual Action Plan
Substantial Amendment #3

| # | Project Name |
|----|---|
| 5 | Administration |
| 6 | Coconino County Health and Human Services Eviction Prevention |
| 7 | CV City of Flagstaff Administration |
| 8 | CV Flagstaff Shelter Services COVID-19 Response |
| 9 | CV Catholic Charities Homeless Services |
| 10 | CV2 City of Flagstaff Administration |
| 11 | CV2 Flagstaff Shelter Services Front Door |
| 12 | CV2 Flagstaff Shelter Services Expanded Shelter for COVID-19 Prevention |
| 13 | CV2 Catholic Charities Homeless and Permanent Support Housing Services |
| 14 | CV2 Catholic Charities Front Door |
| 15 | CV2 Catholic Charities Lease for Closing the Gap |
| | |

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For FY 2019-2020, the City issued a request for proposals for CDBG activities. Proposals are evaluated based on CDBG eligibility and funding criteria that include the ratio of dollars per person that will benefit, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations. At least 70% of CDBG funds must serve low and moderate-income people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs, including indirect costs. The largest obstacle to addressing underserved needs is insufficient funding, particularly for public services projects.

HUD has urged entitlement communities to consider the use of allocated CDBG funds for the prevention and response to community spread of COVID-19. City Council has approved a de-obligation and reallocation of up to \$164,000 from the annual CDBG 2019/2020 entitlement from the City administered Owner Occupied Housing Rehabilitation Program (OOHR) for allocation to COVID-19 Response programs.

CDBG-CV funds are designated for the prevention of, response to and preparation for the COVID-19 Infectious Disease Pandemic. The Department of Housing and Urban Development has encouraged consideration of approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and nonprofit sectors

AP-38 Project Summary
Project Summary Information

| | | |
|---|--|---|
| 1 | Project Name | Transitional Housing for Victims of Domestic Violence - Expanding Sharon Manor |
| | Target Area | Sunnyside |
| | Goals Supported | ADA Accessibility Improvements Infrastructure for Affordable Housing |
| | Needs Addressed | Revitalization, Public Facilities & Infrastructure Addressing Homelessness Decent Affordable Housing |
| | Funding | CDBG: \$258,232 |
| | Description | Housing Solutions of Northern Arizona (HSNA) will implement CDBG funding to expand its Sharon Manor Transitional Housing facility. The project will add 5 transitional housing units, which will increase the number of homeless victims of domestic violence who have resources to escape abuse, build-sufficiency and identify decent, safe, permanent housing. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | The additional units will expand the Sharon Manor program, increasing the number of homeless victims of domestic violence who have resources to escape abuse, build self-sufficiency and identify decent, safe, permanent housing. Not only will this project benefit the first 5 households who live on property, but an estimated 100 households will be assisted over the next 30 years (assuming an average length of stay of 18 months per household). |
| | Location Description | The transitional housing is for survivors of domestic violence and is located in the Sunnyside Target Neighborhood. |
| | Planned Activities | CDBG funds will expand Housing Solutions of Northern Arizona's Sharon Manor, adding 5 units of transitional housing facility that serves survivors of domestic violence. The second story expansion to the Sharon Manor House will add additional units to a building that currently contains 8 studio apartments, common kitchen and living space. The additional units will expand the Sharon Manor program, increasing the number of homeless victims of domestic violence who have resources to escape abuse, build self-sufficiency and identify decent, safe, permanent housing. Our community has a documented ongoing need for additional transitional housing units to benefit victims of domestic violence. |
| | Project Name | City of Flagstaff - Owner Occupied Housing Rehabilitation Program |

| | | |
|---|--|--|
| 2 | Target Area | Citywide |
| | Goals Supported | Owner-occupied Housing Rehabilitation |
| | Needs Addressed | Decent Affordable Housing |
| | Funding | CDBG: \$46,238.71 |
| | Description | CDBG dollars will be used to preserve existing affordable housing stock and benefit low income homeowners of Flagstaff. The objectives of the program include: 1) elimination of health and safety hazards in the home; 2) facilitation of ADA accessibility and aging in place; 3) financial stabilization of low income households through the reduction of home repair and utility costs; 4) increased building performance through weatherization and performance enhancing measures; 5) revitalization of low income neighborhoods; 6) preservation of the entry level housing stock. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | Zero low to moderate income households will benefit from the City of Flagstaff's Owner Occupied Housing Rehabilitation Program (OOHR). On May 19, 2020 Flagstaff City Council approved a substantial amendment de-obligating the remaining funds for this project and re-allocating them to Coconino County Health and Human Services for Eviction Prevention. |
| | Location Description | The households that will benefit from OOHR are within the City of Flagstaff city limits. |
| | Planned Activities | CDBG dollars will be used to preserve existing affordable housing stock and benefit low income homeowners of Flagstaff. |
| 3 | Project Name | Flagstaff Family Food Center - Food Center Rehabilitation |
| | Target Area | Sunnyside |
| | Goals Supported | ADA Accessibility Improvements |
| | Needs Addressed | Revitalization, Public Facilities & Infrastructure |
| | Funding | CDBG: \$24,836 |

| | | |
|----------|--|--|
| | Description | Flagstaff Family Food Center will utilize CDBG funding to rehabilitate the agency's community food kitchen restrooms in the Sunnyside target neighborhood. The scope of work includes rehabilitating three restrooms, making two ADA compliant. The activity will purchase industrial kitchen equipment (that will be bolted into the ground). This activity would serve 3000 low to moderate income residence in Sunnyside. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | The activity will serve 3000 low to moderate income residents of the Sunnyside Target Neighborhood. |
| | Location Description | Sunnyside Target Neighborhood |
| | Planned Activities | Flagstaff Family Food Center will utilize CDBG funding to rehabilitate the agency's community food kitchen restrooms in the Sunnyside Target Neighborhood. The scope of work includes rehabilitating three restrooms, making two ADA compliant. The activity will purchase industrial kitchen equipment (that will be bolted into the ground). This activity would serve 3000 low to moderate income residence in Sunnyside. |
| 4 | Project Name | FSS - COVID-19 Infectious Disease Response for Individuals Experiencing Homelessness |
| | Target Area | Citywide |
| | Goals Supported | Service and Facility Operating Support Operating Support |
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness |
| | Funding | CDBG: \$59,597 |

| | | |
|----------|--|--|
| | Description | Flagstaff Shelter Services (FSS) will provide expanded shelter and services in response to the COVID-19 infectious disease pandemic. The FSS COVID-19 Infectious Disease Response would provide alternative, temporary shelter to a minimum of 100 medically vulnerable individuals at heightened risk of severe infection and exposure to COVID-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of high-risk clients in an attempt to create appropriate social distance and separation between remaining clients in order to expand on-site day services. The agency will use CDBG funds to provide temporary off-site shelter, purchase crucial biohazard supplies to protect clients and staff and to hire additional support for the supervision of clients during the daytime hours. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | Flagstaff Shelter Services will serve 100 medically vulnerable/high-risk individuals experiencing homelessness with temporary, off-site shelter during the COVID-19 pandemic. Flagstaff Shelter Services will provide an additional 100 individuals experiencing homelessness with crucial day services allowing for necessary social distancing and prevention of community spread of the COVID-19 infectious disease. |
| | Location Description | The services will be provided at Northern Arizona's largest emergency shelter, Flagstaff Shelter Services. |
| | Planned Activities | The FSS COVID-19 Infectious Disease Response will provide alternative, temporary shelter to a minimum of 100 medically vulnerable individuals at heightened risk of severe infection and exposure to covid-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of high-risk clients in an attempt to create appropriate social distance and separation between remaining clients in order to expand on-site day services. |
| 5 | Project Name | Administration |
| | Target Area | Citywide |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | CDBG: \$135,394 |

| | | |
|----------|--|---|
| | Description | Funds required to pay for the administration of the CDBG program. This year's administration amount is a little less than 20% of the allocation and includes an approved indirect cost allocation rate of 10% of the grant award. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | Not Applicable |
| | Location Description | Not Applicable |
| | Planned Activities | Funds required to pay for the administration of the CDBG program. This year's administration amount is a little less than 20% of the allocation and includes an approved indirect cost allocation rate of 10% of the grant award. |
| 6 | Project Name | Coconino County Health and Human Services Eviction Prevention |
| | Target Area | Citywide |
| | Goals Supported | Housing Stabilization Services |
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness Decent Affordable Housing |
| | Funding | CDBG: \$172,855.29 City of Flagstaff General Funds: \$59,000 |
| | Description | Coconino County Health and Human Services (CCHHS) is one of the leading sources of eviction prevention and homeless diversion assistance in the City of Flagstaff. CDBG funding will expand current eviction prevention programs and provide Flagstaff residents with temporary financial assistance for low to moderate income households facing eviction and impacted by the COVID-19 Pandemic. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | CDBG funds will serve 91 unique families financially impacted by COVID-19 with eviction prevention. |

| | | |
|----------|--|--|
| | Location Description | Households served will be residents of Flagstaff. Services will be provided either virtually or at the County Health and Human Services building in Flagstaff, AZ. |
| | Planned Activities | CDBG funding will expand current eviction prevention programs and provide Flagstaff residents with temporary financial assistance for low to moderate income households facing eviction and impacted by the COVID-19 Pandemic. |
| 7 | Project Name | CV City of Flagstaff Administration |
| | Target Area | Citywide |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | CDBG: \$35,960 |
| | Description | Funds required to pay for the administration of the CDBG program. The administration for CDBG-CV funds is 10% of the allocation. The City of Flagstaff has waived the approved 10% indirect cost allocation. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | Not Applicable |
| | Location Description | Not Applicable |
| 8 | Planned Activities | Funds required to pay for the administration of the CDBG program. The administration for CDBG-CV funds is 10% of the allocation. The City of Flagstaff has waived the approved 10% indirect cost allocation. |
| | Project Name | CV Flagstaff Shelter Services COVID-19 Response |
| | Target Area | Citywide |
| | Goals Supported | Service and Facility Operating Support Operating Support |
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness |
| | Funding | CDBG-CV: \$250,000 |

| | | |
|---|--|--|
| | Description | Flagstaff Shelter Services will provide expanded shelter and services in response to the COVID-19 Infectious Disease Pandemic. The FSS COVID-19 Response: Caring for Flagstaff's Most Vulnerable Residents program will provide alternative temporary shelter to a minimum of 600 individuals at heightened risk of severe infection and exposure to COVID-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of all shelter clients/residents in an attempt to create appropriate social distance and separation between clients during expanded on-site day service hours. CDBG funds will be used to provide temporary off-site shelter and to hire additional support for the supervision of clients during the daytime hours and cover increased staffing costs directly attributed to COVID-19. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | 800 unduplicated individuals will receive services. |
| | Location Description | Services will be provided at Northern Arizona's largest homeless shelter located in Flagstaff, AZ. |
| | Planned Activities | The FSS COVID-19 Infectious Disease Response will provide alternative, temporary shelter to a minimum of 600 medically vulnerable individuals at heightened risk of severe infection and exposure to covid-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of high-risk clients in an attempt to create appropriate social distance and separation between remaining clients in order to expand on-site day services. |
| 9 | Project Name | CV Catholic Charities Homeless Services |
| | Target Area | Citywide |
| | Goals Supported | Service and Facility Operating Support Operating Support |
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness |
| | Funding | CDBG-CV: \$73,643 |

| | | |
|-----------|--|---|
| | Description | Catholic Charities Homeless Outreach Program will increase outreach capabilities and distribute life-sustaining supplies to individuals experiencing homelessness and impacted by COVID-19. The Homeless Outreach Program identifies people with a serious mental illness and/or chronic substance use disorder as well as those at risk of exposure to or illness from COVID-19 who are experiencing homelessness and connects them with support and housing services. Catholic Charities additionally provides re-entry outreach and housing for individuals with justice involvement and a substance abuse disorder, exiting into homelessness. Outreach teams will: Provide regularly-updated handouts detailing available social services; Educate people on local camping rules and regulations; and Transport clients directly to detoxification centers, medical treatment, COVID-19 testing locations and psychiatric care. Housing case managers will provide diversionary or re-entry housing opportunities for individuals with justice involvement and at risk for COVID-19. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | 560 individuals between outreach services and congregate housing facilities in a 6 month period. |
| | Location Description | Services will be provided citywide. |
| | Planned Activities | CDBG funds will support staffing, operational support, and eligible supplies for the PATH Homeless Outreach Program; and staffing, operational support and eligible supplies for housing programs, specifically the family shelter and congregate living facilities which are at greater risk due to COVID-19. Additionally, testing is critical in congregate facilities so funds would be utilized to ensure adequate testing for the safety of residents in these facilities and ensure continual movement into and out of shared living into more permanent housing solutions within our community. |
| 10 | Project Name | Administration |
| | Target Area | Citywide |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | CDBG: \$20,000 |

| | | |
|----|--|---|
| | Description | Funds required to pay for the administration of the CDBG program. This year's administration amount is a flat amount of \$20,000. The additional allowable amount for administration is waived to maximize community benefit. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Not Applicable |
| | Location Description | Not Applicable |
| | Planned Activities | Funds required to pay for the administration of the CDBG program. This year's administration amount is a flat amount of \$20,000. The additional allowable amount for administration is waived to maximize community benefit. |
| 11 | Project Name | Front Door Coordinated Entry |
| | Target Area | Citywide |
| | Goals Supported | Preventing Homelessness |
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness |
| | Funding | CDBG-CV: \$20,000 |
| | Description | Flagstaff Shelter Services will provide intake services for homeless individuals through the Front Door. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | CDBG-CV funds will serve 400 unique individuals |
| | Location Description | Flagstaff Shelter on Huntington Dr |
| 12 | Planned Activities | CDBG will be used to pay for operations |
| | Project Name | CV Flagstaff Shelter Services COVID-19 Response |
| | Target Area | Citywide |

| | | |
|----|--|--|
| | Goals Supported | Service and Facility Operating Support Operating Support |
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness |
| | Funding | CDBG-CV: \$TBD |
| | Description | Flagstaff Shelter Services will provide expanded shelter and services in response to the COVID-19 Infectious Disease Pandemic. The FSS COVID-19 Response: Caring for Flagstaff's Most Vulnerable Residents program will provide alternative temporary shelter to a minimum of 600 individuals at heightened risk of severe infection and exposure to COVID-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of all shelter clients/residents in an attempt to create appropriate social distance and separation between clients during expanded on-site day service hours. CDBG funds will be used to provide temporary off-site shelter and to hire additional support for the supervision of clients during the daytime hours and cover increased staffing costs directly attributed to COVID-19. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | 600 unduplicated individuals will receive services and 15 families |
| | Location Description | Services will be provided at Northern Arizona's largest homeless shelter located in Flagstaff, AZ and offsite at multiple motels within City limits. |
| 13 | Planned Activities | The FSS COVID-19 Infectious Disease Response will provide alternative, temporary shelter to a minimum of 2000 medically vulnerable individuals at heightened risk of severe infection and exposure to covid-19. Flagstaff Shelter Services will utilize physical space left vacant by the temporary re-location of high-risk clients in an attempt to create appropriate social distance and separation between remaining clients in order to expand on-site day services. |
| | Project Name | Catholic Charities Homeless and Permanent Supportive Housing |
| | Target Area | Citywide |
| | Goals Supported | Service and Facility Operating Support Operating Support |

| | | |
|----|--|---|
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness |
| | Funding | CDBG-CV: \$128,303 |
| | Description | Catholic Charities will provide homeless and permanent supportive housing services city-wide. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | 662 individuals between outreach services and congregate housing facilities |
| | Location Description | Services will be provided citywide. |
| | Planned Activities | CDBG funds will support staffing, operational support, and eligible supplies for the PATH Homeless Outreach Program; and staffing, operational support and eligible supplies for housing programs, specifically the family shelter and congregate living facilities which are at greater risk due to COVID-19. Additionally, testing is critical in congregate facilities so funds would be utilized to ensure adequate testing for the safety of residents in these facilities and ensure continual movement into and out of shared living into more permanent housing solutions within our community. |
| 14 | Project Name | CV Catholic Charities Front Door Coordinated Entry |
| | Target Area | Citywide |
| | Goals Supported | Service and Facility Operating Support Operating Support |
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness |
| | Funding | CDBG-CV: \$20,000 |
| | Description | CDBG funds will provide operational support to Flagstaff's Front Door Coordinated Entry Program. This collaborative project will serve as a "front door" to those experiencing a housing crisis in the City of Flagstaff. Front Door will provide a single entry point into the shelter and housing system to streamline services, reduce shelter stay and length of time homeless, increase program utilization and eliminate the need for households in crisis to "service hop." |

| | | |
|----|---|--|
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | 400 individuals |
| | Location Description | Services will be provided citywide. |
| | Planned Activities | CDBG funds will provide operational support to Flagstaff's Front Door Coordinated Entry Program. This collaborative project will serve as a "front door" to those experiencing a housing crisis in the City of Flagstaff. Front Door will provide a single entry point into the shelter and housing system to streamline services, reduce shelter stay and length of time homeless, increase program utilization and eliminate the need for households in crisis to "service hop." |
| 14 | Project Name | Lease for Closing the Gap Program |
| | Target Area | Citywide |
| | Goals Supported | Service and Facility Operating Support Operating Support |
| | Needs Addressed | Public Services and Economic Opportunities Addressing Homelessness |
| | Funding | CDBG-CV: \$36,000 |

| | | |
|--|---|---|
| | Description | <p>1) Leasing of a single family home to expand the Closing the Gap Program. Catholic Charities proposes to utilize CDBG funds to lease a 3 bedroom house from Housing Solutions of Northern Arizona for a lease term of 15 years with an option to purchase at any time. Rental amount to be \$2,750 per month including all utilities. CC and HSNA will partner in February to apply for funds to purchase the property. With this additional closing the gap house, we will be expanding the number of predominantly chronically homeless individuals served by the program by 14 within the first year of occupancy. Additional behavioral health services will be provided through a subcontract with The Guidance Center. Closing the Gap is a permanent housing, housing first collaborative strategy to house those who are most vulnerable in our community. These individuals are often not successful in large congregate living environments due to chronic substance use and/or co-occurring serious mental illness. While the cost per person for this program is higher it is for Permanent Housing for 1 year and includes the support services to assist them in moving from shared living to stable affordable housing beyond this program should they choose to. Additionally, current data demonstrates that these individuals, when housed, have a significant decrease in interactions with public services (ie: police, fire, EMT, emergency room, jail) and a significant harm reduction related to the substance use.</p> |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | 400 individuals |
| | Location Description | Services will be provided citywide. |
| | Planned Activities | CDBG funds will provide for 12 months of a 15 year lease on a 3bd home for the Closing the Gap Program. |

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has designated four target areas. These target areas encompass many of the areas of low-income and minority concentration and include:

- Sunnyside - Census Tract 3, Block Group 2, 3, & 4.
- Southside - Census Tract 8, Block Group 1.
- Pine Knoll - Census Tract 8, Block Group 2.
- La Plaza Vieja - Census Tract 11.02, Block Group 3

Geographic Distribution

| Target Area | Percentage of Funds |
|--------------------|----------------------------|
| Sunnyside | 41 |
| La Plaza Vieja | 0 |
| Southside | 0 |
| Pine Knoll | 0 |
| Citywide | 100 |

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Proposals are evaluated based on CDBG eligibility and funding criteria that include the ratio of dollars per person benefitted, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations among other factors.

Discussion

The City strives to utilize CDBG funds in target areas; however, the actual distribution of funds to target areas depends on the number and type of proposals that are received. This fiscal year 41% of CDBG funds will be expended in the Sunnyside Target Area and the remainder will be expended citywide.

Affordable Housing

AP-55 Affordable Housing – 9.220(g)

Introduction

One Annual Action Plan requirement is to provide information on the number of households that will benefit from affordable housing and the types of housing these households will be supported through. The following HUD tables define the City's goals for the number of households that will be provided housing by housing activity.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 6 |
| Special-Needs | 2 |
| Total | 8 |

Table 9 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through | |
|---|----|
| Rental Assistance | 91 |
| The Production of New Units | 5 |
| Rehab of Existing Units | 2 |
| Acquisition of Existing Units | 0 |
| Total | 98 |

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Over the coming year a total of 98 households will benefit. Five (5) newly constructed transitional housing units will be established in the Flagstaff community and offered to survivors of domestic violence. Additionally, two (2) low to moderate households will receive housing rehabilitation services through the City of Flagstaff's Owner Occupied Housing Rehabilitation Program and 91 households will be assisted with Eviction Prevention and Housing Stabilization services.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Flagstaff Housing Authority provides 265 public housing units, 12 moderate rehab units, 358 housing choice vouchers and 66 Veterans Affairs Supportive Housing Vouchers. The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

Actions planned during the next year to address the needs to public housing

All major systems within the developments are in good repair due to an established life cycling system. Identified capital needs include replacing water lines, siding, roofs, water heaters and countertops.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has multiple goals and objectives created to increase resident involvement including: ongoing surveys and formal annual resident input and participation to ensure the public housing environment is appealing and up-to-date; providing maintenance and repair training prior to occupancy; using the Siler Homes Activity Center as a base for various resident services including resource referral and goal setting for residents seeking economic self-sufficiency; establishing community partnerships to provide programming relevant to residents; continuing resident orientation; partnering with the Boys and Girls club to provide free on-site programs; and resident meetings, barbeques and newsletters to help residents with education, employment, job training and youth services.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Flagstaff's Housing Authority is a high performing PHA.

Discussion

The City of Flagstaff Housing Authority provides 265 public housing units, 12 moderate rehab units, 358 housing choice vouchers and 66 Veterans Affairs Supportive Housing Vouchers. The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are in good repair. The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is not a direct recipient of Emergency Solutions Grant funds from HUD yet invests a significant amount of financial and staff resources in addressing the needs of people experiencing homelessness and people with special needs. This section describes the City's one-year goals and actions for reducing and ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Continuum of Care members may apply for CDBG funds to assist street outreach, but with limited public service dollars, local agencies choose to apply for support in prevention and diversion programs. There are currently three nonprofit organizations that conduct outreach services, two of which only serve veterans. Funded programs are highly encouraged to participate in coordinated entry and the C of C's individual assessment plan (VI-SPDAT).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City and Coconino County's Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing. In the 2019 Point in Time Count 803 men, women and children were experiencing homelessness in Coconino County. Approximately 801 people remain on income restricted complex waitlists which 1,250 people were on the waitlist in 2018. The high cost of housing and a 20% employment rate among individuals experiencing homelessness means that these individuals and families may require a longer stay in shelter or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. During the coming year, one agency will receive funds to support emergency shelter and housing services. The City and Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing, yet the large number of homeless individuals and families, the high cost of housing and a 20% employment rate among homeless

individuals means that homeless individuals and families may require a longer stay in transitional housing. The City will also continue its active participation in the Coconino County Continuum of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

CDBG-CV funds will be allocated to Coconino County Health and Human Services for their Eviction Prevention program. This program will serve low-income households at risk for homelessness by providing rental and mortgage vouchers to qualifying households.

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. The City will also continue its active participation in the Coconino County Continuum of Care.

The City of Flagstaff Housing Authority has focused on placement of homeless veterans through the VASH rental voucher program. Other agencies have a strong record of success in placing and keeping homeless individuals housed through rapid re-housing programs.

Discussion

The City is an active participant in the local Continuum of Care and staff members participate in multiple committees and lead the annual Point in Time (PIT) count which is conducted for the Arizona Rural Continuum of Care. The City will continue to implement VASH Vouchers for Veterans experiencing homelessness. The City of Flagstaff Housing Section also provides Certification of Consistency associated with the 2016 Consolidate Plan.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing barriers are regulatory or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state and federal government, as well as related industries, such as the real estate, insurance and finance industries.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." To identify potential local public barriers to affordable housing development, the City completed HUD's Regulatory Barriers checklist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Over the past decade, the City has taken extensive steps to remove barriers and promote affordable housing development, including the development of an Incentive Policy for Affordable Housing (IPAH), adopted in October 2009 and later integrated into the City zoning code. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI).

Discussion:

The IPAH incentivizes developments that commit to permanently affordable housing units. When a developer takes advantage of the incentives offered under the IPAH, the affordable units are legally committed to the intended population through occupancy, resale and rent restrictions.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the City established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding. The City addresses this obstacle by prioritizing CDBG projects that provide leverage funding to meet the needs of a larger number of people.

Actions planned to foster and maintain affordable housing

The City's Incentive Policy for Affordable Housing (IPAH) will continue to be implemented. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI). The IPAH standards may be applied to rental housing, homeownership housing, and shelter, as well as to expiring affordable housing developments. The IPAH incentivizes developments that commit to permanently affordable housing units.

Actions planned to reduce lead-based paint hazards

Distribute lead poisoning and lead hazard information to participants in federally-funded programs and to any interested resident. The City plans to rehabilitate 2 homes during the coming year and will provide lead-based paint hazard information to an estimated 8 applicants for owner occupied housing rehabilitation assistance.

The City follows a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and

removal of lead-based paint are provided to program participants, contractors and project sponsors. The City has licensed contractors who are available to perform limited abatement and/or removal procedures if lead-based paint is present. Full abatement services are contracted with licensed contractors located outside of the City.

2. Section 8 Housing Choice Vouchers. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.
3. Public Education. Lead hazard information is distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will reduce the number of poverty level households by providing CDBG public services resources to local agencies that provide social supports, and eviction and foreclosure prevention. The City will also continue to rehabilitate housing units owner-occupied by households living at or below the poverty level to support these households in retaining quality, safe housing. Households living below the poverty level will also be made aware of the various local services available that provide an economic safety net and opportunities for increased earnings.

In May of 2020, Flagstaff City Council re-allocated the remaining 2019 program year CDBG funds to Coconino County Health and Human Services Eviction Prevention program for households financially impacted by the COVID-19 Pandemic and associated "stay-at-home" statewide orders.

Actions planned to develop institutional structure

The City of Flagstaff has well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. The Housing Section works closely with nonprofit organizations to ensure that CDBG funds reach the neediest Flagstaff residents and neighborhoods. Organizations must annually apply for CDBG funds for eligible activities. The City also works closely with and is a member of the Coconino County Continuum of Care.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

The Flagstaff Community has implemented a Coordinated Entry System for those experiencing homelessness, known as the Front Door. The Front Door Specialist conducts an assessment using The Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT). The Front Door collaboration has united the Flagstaff community and the local Continuum of Care to fast track those in crisis to the best program to end that crisis.

On a weekly basis, a cadre of service providers meet for the Case Conferencing Team Meeting. Each case manager is representing his or her own agency that has signed the Service Provider MOU. The purpose of this meeting is to have a real-time discussion of each person or family on the community waitlist and to utilize scores from the VI-SPDAT to ensure fast and appropriate referrals to end homelessness for those on the list.

The Front Door is a cost-effective strategy that prioritizes a community conversation about how the systems function together, where the gaps in services exist, and how to answer the need. No longer will those in crisis be forced to go from shelter to shelter to access services.

Discussion:

NA

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|--|---------------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 80,227 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 80,227 |

Other CDBG Requirements

| | |
|---|---------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

RESOLUTION NO. 2020-61

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

RECITALS:

WHEREAS, the Flagstaff City Council is committed to the welfare of its low and moderate income residents; and

WHEREAS, the Flagstaff City Council is committed to meeting the national objectives of the United States Department of Housing and Urban Development ("HUD") to: (1) benefit low and moderate income persons, (2) address slum and blight conditions, and (3) meet an urgent community need; and

WHEREAS, the City of Flagstaff has been designated as a Community Development Block Grant ("CDBG") Entitlement Community by HUD; and

WHEREAS, preparation of the Annual Action Plan is a federal requirement in order for local entitlement jurisdictions to continue to receive CDBG and other HUD grant funding including CDBG-CV funds provided by the CARES Act, and the Flagstaff City Council previously authorized the submission of the 2019/2020 Annual Action Plan; and

WHEREAS, the City of Flagstaff has prepared a substantial amendment for the 2019/2020 Annual Action Plan in order to meet the federal requirement and incorporate CDBG-CV entitlement funds provided by the CARES (Coronavirus Aid, Relief, and Economic Security) Act for the preparation for, response to and prevention of the COVID-19 infectious disease; and

WHEREAS, City Council has identified immediate and critical need for services aiding City of Flagstaff residents impacted by COVID-19; and

WHEREAS, the Flagstaff City Council has reviewed and approved the substantial amendment to 2019/2020 Annual Action Plan, attached hereto as Exhibit A.

ENACTMENTS:

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

SECTION 1. That the submission of the 2019/2020 Annual Action Plan substantial amendment be hereby authorized to reflect the following use of the CDBG-CV funds:

CDBG-CV FUNDS ALLOCATION**Total Available** **\$766,551.00**

Grant Compliance and Administration (Flat Rate vs. 10%) \$20,000.00

Estimated City Indirect Rate of 10% *Waived***Total Administration** **\$20,000.00**Public Service Activities*Flagstaff Shelter Services Alternative Sheltering Options* *\$365,697.00 or \$542,248.00*

Flagstaff Shelter Services Front Door Coordinated Entry \$20,000.00

Catholic Charities Front Door Coordinate Entry \$20,000.00

Catholic Charities Homeless and Supportive Housing Services \$128,303.00

Total Public Service Activities ***\$534,000.00 or \$710,551.00***Housing Activities

Catholic Charities Property Lease for Closing the Gap \$36,000.00

Total City of Flagstaff Funds Request ***\$590,000.00 or \$766,551.00******Total Held in Reserve for 2021 Grant Cycle*** ***\$176,551.00 or \$0***

SECTION 2. That the Housing Section be authorized to submit this resolution and Annual Action Plan to HUD.

SECTION 3. That the City Manager be authorized to execute agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution and that the Mayor and the City Manager be authorized to execute all associated certifications and grant acceptances.

SECTION 4. That this resolution shall take effect immediately after its adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 8th day of December 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit A – DRAFT Amended 2019/2020 Annual Action Plan

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jeremy DeGeyter, Project Manager
Co-Submitter: Bret Petersen
Date: 11/19/2020
Meeting Date: 12/08/2020



TITLE:

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

STAFF RECOMMENDED ACTION:

1. Approve the construction contract with RTR Paving & Resurfacing, LLC in the amount of \$1,699,908.00 and a contract duration of 250 calendar days;
2. Approve a contract allowance of \$84,995.40, which is 5% of the lowest responsive bid;
3. Approve Change Order Authority to the City Manager in the amount of \$169,990.80 which is 10% of the lowest responsive bid;
4. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Award of the construction contract to RTR Paving & Resurfacing, LLC, will authorize the construction of the Fourth Street Reconstruction project in accordance with the approved public improvement plans prepared by AECOM.

The general project scope includes a new, wider street cross section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right turn lanes from Fourth Street onto Sparrow Avenue and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new fire hydrants, new 12" water main, additional conduit for future fiber optics, new 8" water main, curb and gutter and new sidewalk. Sidewalk will be installed across the project limits on the east side and a permanent FUTS trail will be connected on the west side. The reconstruction work will connect with the bridge replacement project over I-40 and continue the full width, complete street cross section to a point south of the Sparrow intersection. Please see the attached context and vicinity maps.

Financial Impact:

The project is funded by the Transportation Tax, Street Improvements fund from the FY 2020-2021 authorized budget of \$18,608 (Acct #040-05-112-3353-6-4441), the Transportation Tax, Roadway, Pedestrian, Bicycle and Safety Improvements fund from the FY 2020-2021 authorized budget of \$1,359,344 (Acct #048-05-118-3353-6-4441), and balance forward from the Industrial Drive Phase III project in the amount of \$1,702,740 (Acct #040-05-112-3056-6-4381/4421/4441), and \$104,075 in additional FY 2021-2022 funding (Acct #202-08-370-3481-0-4463).

Policy Impact:

No impact.

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

Safe & Healthy Community

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
- Promote physical health through providing recreation opportunities, parks, open space & multiple transportation options.

Sustainable, Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.

Regional Plan

- Goal T.1 - Improve mobility and access throughout the region.
- Goal T.2 - Improve transportation safety and efficiency for all modes.
- Goal T.4 - Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- Goal T.5 - Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
- Goal T.6 - Provide for bicycling as a safe and efficient means of transportation and recreation.
- Goal CD.1 Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including enhancement of existing infrastructure.
- Policy WR2.2 - Maintain and develop facilities to provide reliable, safe and cost-effective water, wastewater and reclaimed water services.

Has There Been Previous Council Decision on This:

Council has previously approved the FY 2021 Capital Improvement 5-Year Plan and authorized the FY 2021 budget for this project (including balance forward) in the amount of \$3,080,692 (\$18,608 + \$1,359,344 + \$1,702,740). The project's FY 22 proposed funding (\$104,075) is being requested in the upcoming FY 2022 Capital Improvement 5-Year Plan which will be presented to Council at a later date.

Options and Alternatives:

1. Approve the award of the construction contract as recommended. Approval will allow work on the project to move forward.
2. Reject all bids. This action would delay the project.
 1. If rejection occurs, possible options include;
 1. Re-advertise the project and open new bids or
 2. Suspend or cancel the project.

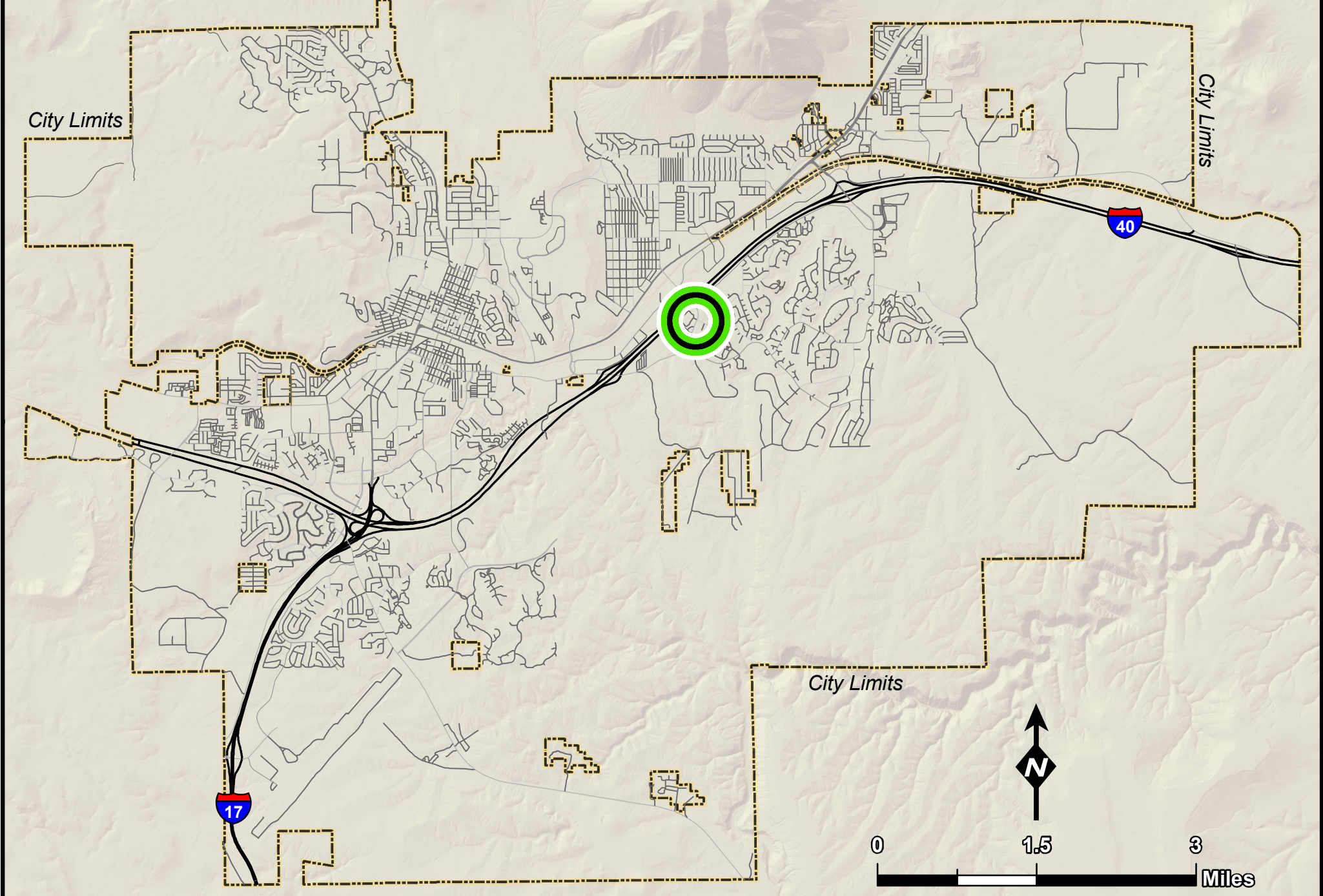
Background/History:

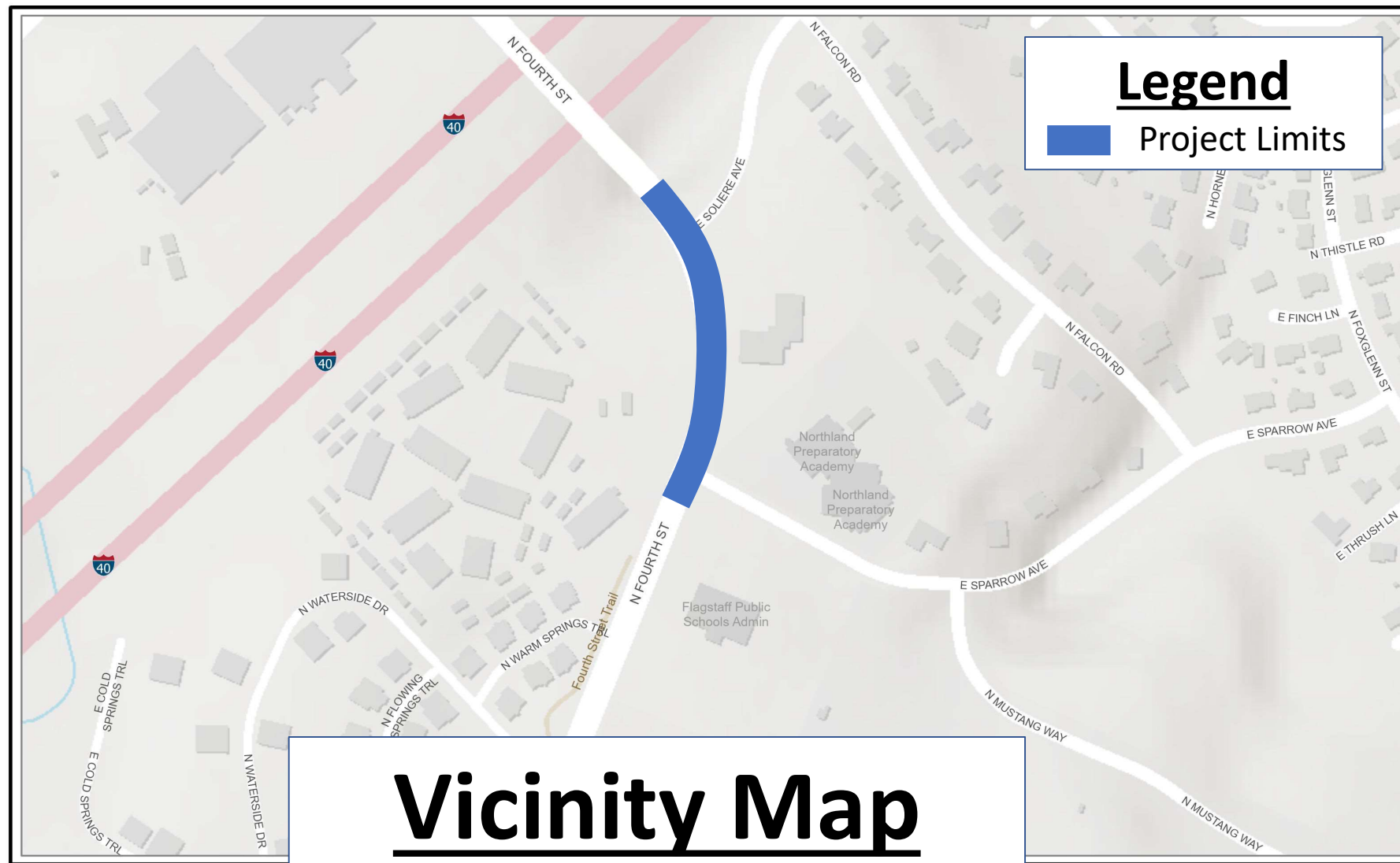
Earlier in 2020 the Arizona Department of Transportation (ADOT), in partnership with the City of Flagstaff, completed construction on replacing the Fourth Street bridges over I-40. The bridge project added additional travel lanes, and significantly increased safety for all modes of transportation, including new protected facilities for pedestrians and bicyclists. This reconstruction project will connect with the bridge replacement project over I-40 and continue the full width, complete street cross section to a point south of the Sparrow intersection.

On November 5, 2020 the Purchasing Section posted an Invitation for Bids (IFB) solicitation for construction on the PlanetBids' website and advertised the IFB in the Arizona Daily Sun on November 8th, and November 15th, 2020. There were six (6) bids received and opened electronically on December 2, 2020. A summary of the bids received are identified in the Key Considerations section

Attachments: Context Map
 Vicinity Map
 Allowance
 Contract
 Contract Exhibit A - Revision to MAG
 Contract Exhibit B - Special Provisions
 Presentation

Fourth Street Reconstruction Project



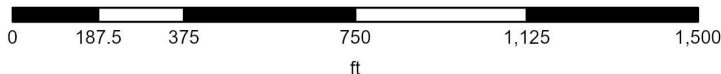


Legend

Project Limits

Vicinity Map

Fourth Street Reconstruction



City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.



11/20/2020 11:15 AM



CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION

- ☒ **CONTRACT ALLOWANCE**
☒ **ADMINISTRATIVE CHANGE ORDER**

| | | | |
|------------------------------------|--|------------------------|-------------------------------------|
| PROJECT NO. | <u>ST 3353</u> | PROJECT NAME | <u>Fourth Street Reconstruction</u> |
| FILE NO. | <u>03-19002</u> | PROJECT MANAGER | <u>Jeremy DeGeyter</u> |
| CONTRACTOR / CONSULTANT | <u>RTR Paving & Resurfacing, LLC</u> | | |

PROJECT DESCRIPTION

The general project scope includes demolition work, a new, wider street cross section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right turn lanes from Fourth Street onto Sparrow Avenue and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new fire hydrants, new 12" water main and new 8" water main, curb and gutter and new sidewalk. Sidewalk will be installed across the project limits on the east side and a permanent FUTS trail will be connected on the west side. communications conduit and pavement striping. (Vicinity Map Attached)

JUSTIFICATION FOR USE & AMOUNT

| | |
|--|--|
| Contract | Administrative Change |
| Allowance Amount <u>\$ 84,995.40 (5%)</u> | Order Amount <u>\$ 169,990.80 (10%)</u> |

Justification

Request is to provide an allowance to accommodate unanticipated and/or unforeseen issues and for quantity adjustments. Plan quantities are considered accurate but final quantities are measured during construction. The contractor must be compensated for actual quantities of work (MAG 102.3). Quantities often change because of unknown and/or necessary field changes. Without an allowance, project work may need to be suspended until an agenda item can be brought before Council for consideration and approval. An allowance will provide needed flexibility in delivery of improvements, minimizing negative impacts to the community during construction. Any additional quantities needed do become an asset of the City and any unused fund allocation is returned to the program fund.

COST / BUDGET / FUNDING SOURCE ANALYSIS

| | |
|--|--|
| Contract | Administrative Change |
| Allowance Amount <u>\$ 84,995.40 (5%)</u> | Order Amount <u>\$ 169,990.80 (10%)</u> |

Justification

Allowance request is 5% and Change Order Amount is 10% of the \$1,699,908.00 low bid from RTR Paving & Resurfacing, LLC. The project is funded by the FY 2020-2021 authorized budget: Transportation Tax, Street Improvements budget of \$18,608, the Transportation Tax, Roadway, Pedestrian, Bicycle and Safety Improvements budget of \$1,359,344, and balance forward from the Industrial Drive Phase III project in the amount of \$1,702,740, and \$104,075 in additional FY 2021-2022 funding. The budget accommodates design, construction estimated cost, permitting, testing and inspection, chip seal fund payment, soft costs, Capital Improvements project management costs.

APPROVALS

| | | | |
|------------------------|---|---------------------------|-------------------|
| Project Manager | <div><div><small>Digitally signed by Jeremy DeGeyter DN: cn=US, e=jdegeyter@flagstaffaz.gov, o=City of Flagstaff, ou=Capital Improvements, cn=Jeremy DeGeyter Date: 2020.12.02 20:31:41 -0700</small></div><u>Jeremy DeGeyter</u></div> | <u>Jeremy DeGeyter</u> | <u>12.02.2020</u> |
| Program Manager | <u>Bret C. Petersen</u> | <u>Bret C. Petersen</u> | <u>12/3/2020</u> |
| Section Head | <u>Richard A. Barrett</u> | <u>Richard A. Barrett</u> | <u>12/3/2020</u> |
| Division Head | <u>Daniel Folke</u> | <u>Daniel Folke</u> | <u>12/3/2020</u> |
| | Signature | | Date |

CONSTRUCTION CONTRACT #2021-49

**City of Flagstaff, Arizona
and
R.T.R. Paving & Resurfacing, L.L.C.**

This Construction Contract ("Contract") is made and entered into this _____ day of December 2021, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and R.T.R. Paving & Resurfacing, L.L.C. ("Contractor") with offices at P.O. Box 30536 Flagstaff, Arizona 86003. 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 for the **Fourth Street Reconstruction Project** (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit B). 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 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 Exhibit A
 (“Flagstaff Addendum to MAG”)

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 one million six hundred ninety-nine thousand nine hundred eight dollars and zero cents **\$1,699,908.00** 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 **two hundred fifty (250) 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. Maintenance During Winter Suspension of Work. A “Winter Shutdown” is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City’s sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason*, on the Project. City retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below **and** to legal counsel for the party to whom the notice is being given.

If to Owner:

Matthew Luhman, CPP, CPPB
Purchasing Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

If to Contractor:

14. 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.

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. 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.

17. 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.

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

19. 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.

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

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

22. 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.

23. 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.

24. 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.

25. Jurisdiction and Venue. This Contract 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.

26. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, 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.

27. 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.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. 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.

30. 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.

31. Force Majeure. The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

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

R.T.R. Paving & Resurfacing, L.L.C.

Greg Clifton, City Manager

Signature

Attest:

Printed Name

City Clerk

Title

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND**

PROJECT NAME: Fourth St Reconstruction Project
PROJECT NUMBER: 03-19002

BID NUMBER: 2021-49

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: Fourth St Reconstruction Project
PROJECT NUMBER: 03-19002

BID NUMBER: 2021-49

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
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)**

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.

The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

- (A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;
- (B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;
- (C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;
- (D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG Standard Details for Public Works Construction, Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:

(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:

(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts.

Proposals shall be considered irregular for the following additional reasons:

- (A) If the Proposal contains unit prices that are obviously unbalanced.
- (B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:

(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:

(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:

(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY: (revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

reclaimed water shall apply. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:

When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:

Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:

The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:

The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence: 1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES: (revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:

(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)

(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. <http://www.azdeq.gov/enviro/air/asbestos/>

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:

(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

Definition of a crew;

- personnel (*e.g. operator, laborer*)
- equipment (*e.g. Cat 325 Excavator, 950 Loader*)
- workdays anticipated or scheduled per week (*e.g. Monday through Friday*)
- work hours anticipated or scheduled per day (*e.g. 7:00 am to 3:30 pm*)

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ \$ 43.00/hour
Inspector II @ \$ 35.00/hour
Inspector I @ \$30.00/hour
Lab Tech I @ \$ 25.00/hour
Vehicle @ \$1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

| <i>MONTH</i> | <i>JANUARY</i> | <i>FEBRUARY</i> | <i>MARCH</i> | <i>APRIL</i> | <i>MAY</i> | <i>JUNE</i> |
|---|----------------|-----------------|------------------|----------------|-----------------|-----------------|
| Monthly Calendar Days for Anticipated Adverse Weather | 7 Days | 7 Days | 8 Days | 6 Days | 4 Days | 3 Days |
| Average Monthly Precipitation | 1.98" | 1.96" | 2.05" | 1.34" | 0.68" | 0.51" |
| <i>MONTH</i> | <i>JULY</i> | <i>AUGUST</i> | <i>SEPTEMBER</i> | <i>OCTOBER</i> | <i>NOVEMBER</i> | <i>DECEMBER</i> |
| Monthly Calendar Days for Anticipated Adverse Weather | 12 Days | 11 Days | 7 Days | 5 Days | 5 Days | 6 Days |
| Average Monthly Precipitation | 2.78" | 2.68" | 1.82" | 1.52" | 1.49" | 1.90" |

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.

The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS: (revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES: (revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:

(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:

(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING (revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

| | | |
|----------------|---|-----|
| Poa pratensis | Kentucky Bluegrass (mix of three varieties) | 70% |
| Lolium perenne | Perennial Rye Grass | 10% |
| Festuca rubra | Creeping Red Fescue | 20% |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (<http://az.gov/webapp/noi/main.do>) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

| | | |
|-----------------|---|-------------|
| Annual ryegrass | <i>(Lolium multiflorum)</i> | 30 lbs/acre |
| Oats | <i>(Avena sativa)</i> | 60 lbs/acre |
| Regreen© | <i>(Triticum aestivum x Elytrigia elongata)</i> | 30 lbs/acre |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING (add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.*)

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL: (revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation

Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥ 195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing: (revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS

(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1

GENERAL:

(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS

City of Flagstaff

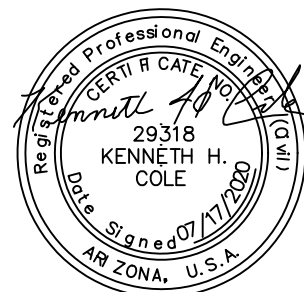
Fourth Street

South of Sparrow Avenue to North of Soliere Avenue



July 2020

Prepared by:
AECOM
7720 North 16th Street, Suite 100
Phoenix, AZ 85020



TECHNICAL SPECIFICATIONS

PART 100 – GENERAL CONDITIONS

SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Legal Relations and Responsibility to the Public shall conform to Section 107 of the MAG Uniform Standard Specifications for Public Works Construction, 2015 edition including revisions, except as modified herein.

Subsection 107.2 – Permits: is modified to add the following:

The Contractor shall obtain all permits and licenses, including those required by the City of Flagstaff, State of Arizona, Coconino County, U.S. Government, or any other local or federal agency, and shall pay all charges, fees, taxes and provide all notices necessary and incidental to due and lawful prosecution of the work. The cost for the required City of Flagstaff Public Improvement Permit will be paid by the City. Construction activities shall not begin until approvals are received from all applicable permitting agencies.

Refer to Subsection 107.2 for required AZPDES permits. In particular, the Contractor will obtain all necessary AZPDES and SWPPP permits as required and in accordance with Subsection 107.2.1.

Subsection 107.2.1 – AZPDES Permit Requirements: is modified to add the following:

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Arizona Department of Environmental Quality's (ADEQ's) General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall take all necessary measures to assure compliance with the AZPDES General Permit for Arizona as well as all other applicable Federal, State, and local laws, ordinances, statutes, rules and regulations pertaining to stormwater discharge. As the permittee, the Contractor is responsible for preparing, in a manner acceptable to ADEQ, all documents required by this regulation, including but not necessarily limited to:

Storm Water Pollution Prevention Plan (SWPPP) for the project, including the certification of compliance form. Contractor shall be required to develop, implement, update and revise the SWPPP, as necessary, in order to assure compliance with the ADEQ permit requirements. The SWPPP shall be retained on the project site at all times during construction.

Notice of Intent (NOI) to assure compliance with the AZPDES General Permit for Arizona, including certification of signatures.

Notice of Termination (NOT) of coverage under AZPDES General Permit for Arizona.

The Contractor shall submit the completed and duly signed NOI forms to ADEQ no later than seven (7) business days after the contract award. Proof of the submittal date must be provided to the Owner. If the work is within ¼ mile of an Impaired or Unique Water, the SWPPP needs to be submitted to ADEQ but it still must be available on site.

When the discharge is to an Impaired or Unique Water or is in or near endangered species habitat as identified by ADEQ's smart NOI permitting system, applicants are not authorized under this permit for a minimum of thirty-two (32) business days following the receipt of the NOI and SWPPP. ADEQ may notify operations within this timeframe that there is cause for SWPPP amendment, or denial of coverage as specified in Parts 1.D.5 and 1.D.6 of the general permit. If notification is not received in the thirty-two (32) business-day timeframe, the Contractor may assume coverage under this permit according to ADEQ requirements. Contractor must notify Owner of the status of the NOI prior to commencing work. The applicant shall submit the NOI (application) to:

Arizona Department of Environmental Quality
Water Permits Section/Stormwater NOI (5415B-3)
1110 W. Washington Street
Phoenix, Arizona 85007
or fax to: (602) 771-4674

If the facility has the potential to discharge to a municipal separate storm sewer system (MS4), the applicant must also provide a copy of the completed NOI to the owner/operator of the MS4 system at the time it is submitted to the Department. The completed NOI will be provided to the City of Flagstaff.

Failure by the Contractor (or Subcontractors or any tier) to submit NOIs within the mandated timeframe shall result in delay of the construction start date, and no claim for extension of time will be granted for such delay. A copy of the completed NOI shall be posted at the construction site, and a copy of the general permit and SWPPP should be on-site at all times.

Inspections of all stormwater pollution control devices on the project shall be performed by Contractor every seven (7) days or at least once every fourteen (14) calendar days, and also within twenty-four (24) hours of the end of a storm event of 0.50 inches or greater as required under provisions of the AZPDES General Permit for Arizona. A reduced inspection frequency may be used provided the conditions in Part IV.H.2 of the general permit have been met. Contractor shall prepare reports on such inspections and retain the reports for a period of three (3) years after permit coverage expires or is terminated. Inspection reports shall be submitted monthly to the City of Flagstaff. Additionally, Contractor shall maintain all stormwater pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

The Contractor warrants that its employees and Subcontractors of any tier and their employees shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations set forth by all federal, state and local governments and the Arizona

Department of Environmental Quality in connection with AZPDES Permitting requirements and laws and regulations pertaining to air, groundwater and surface water quality.

Fines and penalties imposed by the ADEQ against the City of Flagstaff or the Contractor for Contractor's failure to comply with any of the requirements of AZPDES General Permit of Arizona shall be borne by the Contractor.

Upon project completion, acceptance and demobilization, Contractor shall submit its completed, duly executed NOT form to the Arizona Department of Environmental Quality at the address listed in Section (C) above, thereby terminated all AZPDES permit coverage for the project. Contractor shall then surrender to the City of Flagstaff copies of the SWPPP, inspection information and all other documents prepared and maintained by the Contractor in compliance of the AZPDES General Permit. Contractor shall retain the originals of such documents for a period of three (3) years following the completion of the project.

The Lump Sum price for the SWPPP shall include all material, labor and all other costs relating to the preparation, installation and maintenance of the SWPPP during the project construction, including assuring proper operation of the pollution control devices installed, and all maintenance, cleaning and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. The Lump Sum price for the SWPPP shall be inclusive of all costs, and the Contractor shall make no additional claims under any other specification provision of these documents, including Changed Conditions.

Copies of all required forms and guidance for preparing the SWPPP are available in the "Drainage Design Manual for Maricopa County, Volume III Erosion Control." The manual is available at the Flood Control District, 2801 West Durango Street, Phoenix, Arizona 85009. For appropriate guidance forms as provided by ADEQ, the Contractor should refer to the ADEQ website at:

<http://www.adeq.state.az.us/environ/water/permits/stormwater.html#const>.

PART 200 – EARTHWORK

SECTION 201 – CLEARING AND GRUBBING

201.3 – Construction Methods: is revised to add:

The Engineer and the contractor will walk the site and agree on the trees to be removed. The contractor shall coordinate with the Engineer to identify and tag the trees to be removed prior to construction. No trees shall be removed until they have been identified and tagged and the removal techniques have been approved by the Engineer. The contractor shall not remove additional trees without the approval of the Engineer.

A tree is defined as a tree that has a single trunk diameter or combined trunk diameter of at least 4 inches measured 4 feet above existing ground. A tree will be considered as one unit that has a distinct and separate root system, as determined by the Engineer.

If the contractor damages existing features, including guardrails and barrier walls, inlets and outlets of drainage facilities, flow paths of the inlets and outlets as well as other drainage facilities, they shall be repaired or replaced as directed by the Engineer and at no cost to the Department.

Removal shall meet the requirements of the Section 201 of the specifications.

The contractor shall properly dispose of all stumps, rootball material and debris generated from removal activities.

The contractor shall avoid damaging vegetation that is to remain in place. If limbs or branches of vegetation that are intended to remain are broken or damaged during removal, the contractor shall first ensure that the plant will survive and then trim the damaged limbs or branches with clean, straight cuts. If a plant not intended for removal has been damaged and not expected to survive, the contractor shall replace the damaged plant as directed by the Engineer and at no cost to the Department.

The contractor shall keep the roadway pavement and shoulders clear at all times. Debris from removal activities shall be removed from the site immediately. If debris cannot be removed immediately, it shall be kept a minimum of 30 feet from the edge of pavement and removed at the end of each workday.

201.6 MEASUREMENT, REMOVAL AND DISPOSAL OF TREES: is revised to read:

Removal of Trees will be measured by the unit for each.

201.7 PAYMENT, REMOVAL AND DISPOSAL OF TREES: is revised to read:

The accepted quantities of this Removal of Trees, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work, complete in place, including protection of tree stumps, disposal of removed tree debris off site and protecting existing which are not scheduled for removal.

No measurement or direct payment will be made for removal and disposal of trees with a trunk caliper of 4 inches or less, the cost is considered included in the price of contract items.

There will be no separate measurement or payment for backfilling, compacting and returning the disturbed area to grade or as otherwise called for in the plans or directed by the Engineer.

PART 400 – RIGHT OF WAY AND TRAFFIC CONTROL

SECTION 430 – LANDSCAPE AND PLANTING: is revised to add:

SECTION 432 – NATIVE SEEDING

432.1 DESCRIPTION

All areas disturbed by construction shall be hydroseeded in accordance with City of Flagstaff Engineering Standards Division 13-17-002. A revegetation plan will be required for the disturbed areas. This plan will require a minimum of 70% regrowth on the disturbed area.

432.2 MATERIALS

Materials shall be in accordance with City of Flagstaff Engineering Standards Section 13-17-002.

432.3 CONSTRUCTION METHODS

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

| | | |
|-----------------|--|-------------|
| Annual ryegrass | (<i>Lolium multiflorum</i>) | 30 lbs/acre |
| Oats | (<i>Avena sativa</i>) | 60 lbs/acre |
| Regreen© | (<i>Triticum aestivum</i> x <i>Elytrigia elongata</i>) | 30 lbs/acre |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

Following acceptance of the seeding and mulching, the contractor shall be responsible for maintaining and stabilizing the seeded and mulched areas for a forty-five (45) calendar day period. During the establishment period, the contractor shall repair and restore eroded or damaged areas.

Prior to project closeout, the contractor shall provide documentation that the 70% regrowth to the disturbed areas was achieved.

432.4 MEASUREMENT

Seeding shall be measured by the acre which shall include all ground preparation, soil conditioners, hydroseeding and water.

432.5 PAYMENT

The quantities measure as provided above will be paid for at the contract price per acre, which price shall be full compensation for all soil preparation, seeding and maintenance required to provide a minimum of 70% regrowth in the disturbed areas.

PART 600 – WATER AND SEWER:

SECTION 601 – TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.4 –Foundation, Bedding, Haunching, Backfilling and Compaction: is revised to add:

Lime treated material used in the pipe embedment zone (bedding, haunching, initial backfill) for waterlines shall be prohibited. Aggregate Base Course (ABC) material used in the pipe embedment zone is required to have a PH between 6.0-9.0. The minimum resistivity is 2,000 ohm-cm. The material shall be tested according to Arizona Test Method 236.

All costs related to meeting this requirement shall be included in the various bid items.

SECTION 610 – WATER LINE CONSTRUCTION:

Water Line Construction shall conform first to the City of Flagstaff Engineering Standard 13-09-006 and then to Section 610 of the MAG Uniform Standard Specifications for Public Works Construction, 2015 edition including revisions, except as modified herein.

610.2 - General: is revised to add:

All work associated with the protection in place of existing water lines, connections of new water lines to the existing water system, system shutdown and re-start, placement of

service taps, tees, thrust blocks and/or restraint joints, shall be considered incidental to the water line installation. Any portion of the water line not affected by construction shall remain and be protected-in-place. The contractor will coordinate with the City of Flagstaff for the shutdown of any water line.

The contractor is responsible for making proper application and paying the prevailing fees to the City prior to construction of all services. Connections to existing mains shall be done by the Contractor after approval by the City. Conflicts with existing utilities discovered during construction shall be called to the attention of the City Representative and resolved prior to proceeding. It shall be the responsibility of the contractor to have the service line visible and accessible when requesting a pre-final inspection. Only City forces are authorized to open and close water valves.

SECTION 618 – STORM DRAIN CONSTRUCTION:

Section 618.1 Description: is revised to add:

Catch basins, Detail DD1, will be construction per ADOT Standard Specifications Section 503.

PART 700 – Materials:

Paving Asphalt shall conform the Geotechnical Report and the MAG Uniform Standard Specifications for Public Works Construction, 2015 edition including revisions, except as modified by the Flagstaff Standard Specifications.

TRAFFIC SIGNAL AND ROADWAY LIGHTING

Traffic signals and roadway lighting shall be constructed according to ADOT Standard Specifications sections 730, 731 and 732 and the City of Flagstaff Standard Specifications. Any item not covered by this technical specification shall be constructed per ADOT standard Specifications.

ITEM NO. 59 REMOVE & SALVAGE TRAFFIC SIGNAL (SOLIERE AVENUE)

DESCRIPTION

The work under this item shall consist of furnishing all labor, equipment and materials necessary to remove and salvage the entire existing traffic signal system including control cabinet with all contents, poles, mast arms, signal heads, pedestrian push buttons, pedestrian signal, load center cabinet, luminaire, and video detection to the City of Flagstaff and removal of existing pull boxes, conductors, and foundations in accordance with Sections 202 and 737 of the ADOT Standard Specifications and as directed by the Engineer.

REQUIREMENTS

Unless otherwise indicated, removal of pole foundations shall be to a depth of at least three (3) feet below finished grade. The contractor shall be responsible for the disposal of the removed items.

The contractor shall salvage control cabinet with all contents, poles, mast arms, signal heads, pedestrian push buttons, pedestrian signal, load center cabinet, luminaire, and video detection to the City of Flagstaff Traffic Operations Yard, 3200 W. Route 66, Flagstaff, AZ 86001. The contractor shall coordinate with Steven Hill, City Inspector at 928-607-2375 for all removal activities. The contractor shall contact Signal Shop at 928-213-2175 to schedule delivery.

Arrangements for disposal of all waste material shall be the responsibility of the contractor.

Removal of existing improvements shall be performed in a safe manner avoiding damage to improvements not designated for removal.

After removal of foundations and pull boxes the location should be finished to match the surrounding area and acceptable to the engineer.

MEASUREMENT

Remove & salvage traffic signal (Soliere Avenue) will be measured as one complete unit of work, which shall include, but not limited to, loading, transporting, unloading, stockpiling of the equipment and materials.

PAYMENT

The accepted quantity of this work, measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for the work.

ITEM NO. 60 REMOVE & SALVAGE TRAFFIC SIGNAL (SPARROW AVENUE)

DESCRIPTION

The work under this item shall consist of furnishing all labor, equipment and materials necessary to remove and salvage existing traffic signal poles, mast arms, signal heads, pedestrian push buttons, pedestrian signal, and luminaire as equipped to the City of Flagstaff and removal of existing pull boxes, conductors, and foundations as shown on the plans and in accordance with Sections 202 and 737 of the ADOT Standard Specifications and as directed by the Engineer.

REQUIREMENTS

Unless otherwise indicated, removal of pole foundations shall be to a depth of at least three (3) feet below finished grade. The contractor shall be responsible for the disposal of the removed items.

The contractor shall salvage poles, mast arms, signal heads, pedestrian push buttons, pedestrian signal, and luminaire as equipped to the City of Flagstaff Traffic Operations Yard, 3200 W. Route 66, Flagstaff, Az 86001. The contractor shall Coordinate with Steven Hill, City inspector at 928-

607-2375 for all removal activities. The contractor shall contact Signal Shop at 928-213-2175 to schedule delivery.

Arrangements for disposal of all waste material shall be the responsibility of the contractor.

After removal of push buttons and other equipment from any existing pole to remain, the contractor shall patch the holes and spray paint to match pole color per direction of the Engineer.

Removal of existing improvements shall be performed in a safe manner avoiding damage to improvements not designated for removal.

After removal of foundations and pull boxes the location should be finished to match the surrounding area and acceptable to the Engineer.

MEASUREMENT

Remove & Salvage Traffic Signal (Sparrow Avenue) will be measured as one complete unit of work which shall include, but not limited to, loading, transporting, unloading, stockpiling of the equipment and materials.

PAYMENT

The accepted quantity of this work, measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for the work.

ITEM NO. 61 RELOCATE WIRELESS RADIOS ITEM NO. 62 RELOCATE PTZ CAMERA

DESCRIPTION

The work under these items shall consist of providing all labor, equipment and materials needed for relocation of the existing PTZ camera and wireless radios and putting in place a fully functional CCTV system at the intersection of 4th Street and Soliere Avenue. The work shall include, but not limited to, removal of the existing camera and radios, storage and installation of these equipment, and relocating at the locations shown on the plans and as directed by the Engineer.

MATERIAL

The materials used to mount and wire the PTZ camera and radios shall be per manufacturer recommendation, compatible with the existing system, and shall be approved by the Engineer.

REQUIREMENTS

The contractor shall inventory the existing CCTV camera and wireless radio system before removing these items. If the wire length is not sufficient for the installation at new location, the contractor shall provide new wiring which shall be unspliced runs from the controller cabinet to each equipment. The contractor shall perform line of sight survey to align the radios so as to establish wireless communication similar to the current installed system, as approved by the Engineer.

The contractor shall furnish all equipment and materials necessary to have a fully functional CCTV and wireless communication system at the new location.

MEASUREMENT

Relocate Wireless Radios and Relocate PTZ Camera will be measured as a unit for each radio or camera relocated and made operational and fully functional. No separate measurement will be made for loading, transporting, unloading, and stockpiling of the equipment and materials.

PAYMENT

The accepted quantities of relocated items, measured as provided above will be paid for at the contract unit price, which price shall be full compensation for the work.

ITEM NO. 87 240V LED LUMINAIRE

DESCRIPTION

The work under this item consists of furnishing and installing 240V Light Emitting Diode (LED) luminaires on traffic signal poles, in accordance with the plans. The work shall also include any submittals and meetings necessary for luminaire approval.

MATERIAL

Luminaires shall be Phosphor Converted Amber (PCA), distribution Type III, at 9000 maintained lumens and a Scotopic to Photopic (S/P) ratio of 0.50 or less. Fixtures shall have 7-pin photocell receptacles and multi-voltage tap ballasts. Service voltage will be 240V. All luminaires shall be per section 13-12-003-0002 Streetlights at Intersections of the Flagstaff Engineering Design Standards and Specifications for New Infrastructure (Chapter 13-12: Street Lighting Draft 11/01/2019).

REQUIREMENTS

The contractor shall submit the manufacturer's specification and installation sheets for approval prior to purchase of the luminaires for installation. The contractor shall coordinate with Steven Hill, City inspector at 928-607-2375, for shop drawing submittal and approval. The contractor shall contact Megan McCarthy at APS at 928-864-8351 for any coordination pertaining to power or signal lighting.

MEASUREMENT

240V LED Luminaires will be measured as a unit for each luminaire furnished, installed and made operational.

PAYMENT

The accepted quantities of luminaires as provided above will be paid for at the contract unit price for each luminaire, which shall be full compensation for the work.

ITEM NO. 88 PEDESTRIAN PUSH BUTTON ASSEMBLY

DESCRIPTION

The work under this item shall consist of furnishing and installing pedestrian push button assembly at the locations shown on the project plans, with the requirements of manufacturer, project plans, and these technical specifications.

MATERIALS

The contractor shall furnish and install Polara iNS 2-wire system that includes but not limited to Polara iNS iNavigator ped station (to include APS push buttons with R10-3eAZ push button signs), 2-wire central communication control unit (iCCU-S2), and wireless programming capability; or City approved equal.

The contractor shall furnish any other materials necessary to complete the push button assembly installation which also include any wiring, mounting kits, hardware and labor.

REQUIREMENTS

Pedestrian push button assembly shall be APS and in compliance with ADA and MUTCD. The contractor shall submit the manufacturer's specification and installation sheets for approval prior to purchase of the item. The contractor shall coordinate with Steven Hill, City inspector at 928-607-2375, for shop drawing submittal and approval.

MEASUREMENT

Pedestrian push button assembly will be measured as a lumpsum for the two complete systems installed at the two intersections of Fourth Street with Sparrow Avenue, and Soliere Avenue.

PAYMENT

The accepted quantities of pedestrian push button assembly, measured as provided above, will be paid for at the contract price which shall be full compensation for the item approved, installed, complete in place, tested, made operational, and accepted by the Engineer.

ITEM NO. 91 RADAR DETECTION SYSTEMS:

DESCRIPTION

The work under this item shall consist of furnishing all materials, wiring, tools, equipment, mounting equipment, training and labor necessary to provide complete Frequency Modulated Continuous Wave (FMCW) radar vehicle detection system for the intersections and approaches of 4th Street & Sparrow Avenue, and 4th Street & Soliere Avenue, as shown on the Project Plans and in accordance with these technical specifications.

MATERIALS

The contractor shall use existing radar units and cabinet interface device in the intersection of 4th Street and Sparrow Avenue and provide one new radar detector with all accessories including but not limited to additional wiring for existing detectors to make it a complete system.

The contractor shall provide a new complete radar detection system for the intersection of 4th Street and Soliere Avenue.

The contractor shall provide and install the following equipment.

1. Wavetronix – SmartSensor Matrix – Presence Detection Devices
2. Wavetronix – SmartSensor Advanced Extended Range – Advance Detection Devices (When indicated on plans)
3. Wavetronix – Click 650 – Cabinet Interface Device

The contractor shall furnish the following materials to complete the installation:

- Matrix and Advance mount (when indicated on plans) with related mounting assemblies.
- Sufficient lengths of Matrix and Advance connectorized high quality cables for existing and new radar detectors.
- Sufficient length of bulk cables.
- NEMA 3R Splice Boxes.

The contractor shall furnish other materials necessary to complete the radar detection system which also include any additional wiring for the existing radars and cabinet interface device. Any required training shall be provided as a part of this bid item. The training should last no more than one working day and include the users of the system, the City of Flagstaff Traffic Signal Supervisor and the Engineer.

REQUIREMENTS

The contractor shall make necessary arrangements to have a Wavetronix representative review the intersection and signal plans to recommend locations for the SmartSensor Matrix sensors and to configure the system.

The contractor shall be responsible to ensure that all necessary features are included when installing the radar detection system and reconnecting the existing Radar detection system as shown on the Project Plans and in accordance with the requirements of the system manufacturer, the Standard Specifications and these technical specifications.

Unless otherwise noted on the Project Plans, all electrical equipment shall be maintained. Removal and reinstallation of electrical equipment shall be in accordance with Subsection 737-3 of the ADOT Standard Specifications.

The system shall be properly installed, configured with setup software and tested for optimum performance in accordance with the manufacturer requirements and recommendations.

MEASUREMENT

Radar Detection Systems will be measured as a lump sum, including all equipment, mounting kits, hardware, labor, documentation and training.

PAYMENT

The accepted quantities of Radar Detection Systems, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, tested, operational, and accepted by the Engineer.

ITEM NO. 95 STREETLIGHT POLE WITH LUMINAIRE (APS DET. 8040):

DESCRIPTION

The work under this item shall consist of furnishing and installing streetlight poles with luminaire arm and luminaire at the location shown in the project plan, with the requirements of the plan and these specifications.

MATERIALS

Materials shall meet the requirements of APS T&D Construction Standards 8040. Streetlight pole, mast arm, and luminaire assembly shall be in accordance with AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (2001 Design Criteria), to withstand a wind speed of ninety (90) miles per hour. Streetlight structure color and paint shall be per section 13-12-005-002 of the Flagstaff Engineering Design Standards and Specifications for New Infrastructure (Chapter 13-12: Street Lighting Draft 11/01/2019).

Luminaire shall be Phosphor Converted Amber (PCA), distribution type III, at 9000 maintained Lumens and a Scotopic to Photopic (S/P) ratio of 0.50 or less. Fixtures shall have 7-pin photocell receptacles and multi-voltage tap ballasts. Service voltage will be determined by APS.

The installation of the luminaire shall include wiring from fixture to the pole handhole.

REQUIREMENTS

Construction shall be with the requirements of section 13-12 of the Flagstaff Engineering Design Standards and Specifications for New Infrastructure (Chapter 13-12: Street Lighting Draft 11/01/2019) and APS construction standards.

The contractor shall submit the manufacturer's specification and installation sheets for approval prior to purchase of the streetlight poles and luminaires for installation. The contractor shall coordinate with Steven Hill, City inspector at 928-607-2375, for shop drawing submittal and approval. The contractor shall contact Megan McCarthy at APS at 928-864-8351 for all coordination pertaining to street lighting.

The luminaire shall be installed perpendicular to the 4th Street or as approved by the Engineer.

If borings are required to install the poles, the voids shall be pressure grouted after the pole is in place.

MEASUREMENT

Street Light Pole with Luminaire (APS Det. 8040) will be measured by the unit each for each pole assembly that includes pole, luminaire arm, wiring within the pole, and luminaire installed.

PAYMENT

The accepted quantities of Street Light Pole with Luminaire (APS Det. 8040), measured as provided above, will be paid for at the contract price which shall be full compensation for the work, complete in place, as described and specified herein and as shown on the plans.

ITEM NO. 96 PULL BOX (APS DET. 8655)

DESCRIPTION

The work under this item shall consist of furnishing and installing pull boxes for street lighting system per APS Standard at the locations designated on the project plans.

MATERIALS

Pull boxes shall be per APS Standard Detail 8655, small junction box. The contractor shall contact Bobby Garza at (602)-361-6840 for any APS standard related information.

REQUIREMENTS

Pull boxes shall be installed in accordance with APS Standard Detail 8655.

Pull boxes shall be set and adjusted so that they are flush at curb or sidewalk grade. When no grade is established pull boxes shall be set as requested by the Engineer.

All pull box covers shall be secured with the required bolts and washers before final acceptance of the project.

All pull boxes shall be left in a clean condition, free of dirt and debris upon completion of the work.

MEASUREMENT

Pull Box (APS Det. 8655) will be measured as a unit for each pull box acceptably placed. All additional materials necessary for the installation of the pull box shall be incidental and will not be measured separately.

PAYMENT

The accepted quantities for Pull Box (APS Det. 8655), measured as provided above, will be paid for at the contract unit price, which shall be full compensation for the work complete in place, including any excavating, backfilling and landscaping necessary to complete the work. No additional compensation shall be made for coordination with APS.

ITEM NO. 97 ELECTRICAL CONDUIT (TWO 1")
ITEM NO. 98 ELECTRICAL CONDUIT (ONE 2")
ITEM NO. 99 ELECTRICAL CONDUIT (ONE 2-1/2")
ITEM NO. 100 ELECTRICAL CONDUIT (ONE 3")
ITEM NO. 101 ELECTRICAL CONDUIT (TWO 3")
ITEM NO. 102 ELECTRICAL CONDUIT (ONE 4")
ITEM NO. 103 ELECTRICAL CONDUIT (TWO 4")

DESCRIPTION

The work under these items shall consist of furnishing and installing conduit for traffic signal and ITS elements in accordance with the ADOT Standard Drawing FM-1.01 and furnishing and installing Streetlight conduits per APS standards.

MATERIALS

Polyvinyl Chloride (PVC) conduit shall conform to Subsection 732-2.02 of the ADOT Standard Specifications. Intermediate Metal Conduit (IMC) is not allowed for ITS applications. Conduit runs which enter pole and cabinet foundations shall consist of PVC.

Unless otherwise shown on the plans, conduit bends, fittings, expansion couplings, sweeps, and other accessories shall be of the same material as the conduit.

Conduit elbows for new or future fiber optic cable shall have a minimum radius of 36 inches. Other conduit elbows shall have a minimum radius of 24 inches.

(A) HDPE Conduit:

The contractor may propose substituting HDPE conduit which meets these specifications in place of PVC conduit. The contractor shall obtain written approval from the Engineer prior to procuring and installing substituted HDPE conduit. The cost of providing and installing this substituted material will be paid for at the original bid price of the PVC conduit item.

HDPE conduit and fittings shall comply with ASTM D 2241 and ASTM-F2160-01. HDPE conduit shall have a minimum rating of SDR 11. It shall have a cell classification of PE334470C (for black conduit) and PE334470E (for colored conduit) in accordance with ASTM 3350: Standard Specification for Polyethylene Pipe and Fittings Materials. The polyethylene base resin shall meet the density requirement and melt index properties described herein. The density shall not be less than 0.940 and not more than 0.955 g/CM³ in accordance with ASTM D 1505: Standard Test Method for Density of Plastics by the Density-Gradient Technique. The range for the melt index shall be between 0.05 to 0.5g/10 minutes in accordance with ASTM D 1238: Standard Test Method for Melt Flow Rates of Thermoplastics by Extrusion Plastometer. The HDPE conduit shall have a minimum Flexural Modulus, of 80,000 psi, in accordance with ASTM D 790 and a minimum tensile strength at yield of 3,000 psi, in accordance with ASTM D-638. Additives to the base resin shall be included to provide heat stabilization, oxidation prevention and ultraviolet (UV) protection. It shall utilize carbon black in the range of 2 to 3 percent for long term protection against UV degradation. The minimum protection period shall be one year from date of manufacture in unprotected, outdoor storage in accordance with ASTM D 1603: Standard Test Method for Carbon Black in Olefin Plastics.

The contractor shall provide the Engineer original data sheets and a Certificate of Compliance letter from the HDPE conduit manufacturer to stating that the product meets these requirements.

(B) Innerduct:

When called for in the project plans or technical specifications, innerduct shall be corrugated HDPE. The number of innerducts per conduit and sizes shall be as called for in the project plans. Innerduct color shall be orange from the factory unless otherwise specified. The innerduct shall be furnished in one continuous length with no factory installed splices or couplings, and of lengths sufficient to complete runs between pull boxes without splicing.

(C) Conduit Warning Tape:

Conduit warning tape shall be a minimum four mil composite reinforced thermoplastic, with a minimum width of 3 inches and minimum length of 5 feet. Warning tape shall be highly resistant to alkalis, acids, and other destructive agents found in the soil.

Warning tape shall have a continuous printed message warning of the location of underground conduits. The message shall be in permanent ink specifically formulated for prolonged underground use and shall bear the words, "CAUTION - ELECTRIC LINE BURIED BELOW" or "CAUTION – COMMUNICATION CABLE BURIED BELOW" in black letters on a red background for electric conduits or orange background for communication conduits. Where both electric and communications conduits are in a single trench, both warning tapes, as described above, shall be provided.

(D) Detectable Pull Tape:

Detectable pull tape shall be constructed of fiber and have an embedded No. 22 AWG conductor. The tape shall be low-stretch and moisture-resistant. The tape shall have nominal pull strength of 2,500 pounds. The tape shall include distance markings at intervals not to exceed 2 feet.

MATERIALS

Construction Requirements for traffic signal and ITS conduits shall conform to Section 732 of the ADOT Standard Specifications, unless otherwise specified on the project plans, or the specifications. Conduit for street lighting system shall be per APS standards. The contractor shall coordinate with Megan McCarthy at APS at 928-864-8351 to obtain and conform APS standards for conduit installation.

No conduit trenches shall be left open after the work shift. All conduit trenches shall be compacted and backfilled prior to leaving the construction site.

Exact conduit route to be verified with the Engineer prior to placement to account for field conditions. All conduit, communication and electrical cable shall be installed according to National Electric Code requirements and manufacturer's recommendations. The contractor shall note that existing conduit may be encased in concrete.

Part of the work include horizontal directional drilling, horizontal directional boring, excavating, backfilling, compacting, warning tape, detectable pull tape, connectors and fittings, locating existing conduit when new is to be intercepted with existing, and restoration of the surface to

existing condition, including the replacement of concrete slabs, decomposed granite, irrigation and other landscaping items where appropriate, and/or at the locations designated on the project plans.

(A) Conduit Routing:

Conduit shown on the plans indicates the intended path and conduit shall be placed in accordance with the lines, grades, details and dimensions shown on the project plans and technical specifications, unless otherwise approved by the Engineer. The conduit path shall be staked for review and approval of the Engineer 3 working days prior to excavation and installation. The conduit path shall be modified as necessary, with the approval or at the direction of the Engineer, to avoid obstacles and obstructions, to facilitate future maintenance, or to conform to appropriate codes and specifications. Final conduit locations shall be documented in the record drawings.

The contractor shall restore, repair, or replace, as directed by the Engineer, vegetation, landscaping features, decomposed granite, irrigation facilities, walkways, utilities, and other items damaged or contaminated as a result of construction activities.

Excavations shall not be left open overnight and shall be backfilled with appropriate material unless a plan has been submitted to and approved by the Engineer allowing for open excavation. Safety devices used for the protection of excavations will not be considered as traffic control items. The cost of these safety devices is considered as included in the price of these items.

(B) Conduit Size:

Changes in the size of the conduit shall be submitted to the Engineer for approval prior to construction. Changes in conduit size shall be documented in the record drawings.

(C) Conduit Bend Radius and Deflection:

Except for factory bends, conduit bends shall have a radius of not less than that specified in the NEC. Conduit shall be bent without crimping or flattening, using the longest radius practicable. Communications conduits shall not deflect more than 1 inch per foot (1:12) vertically or horizontally. This is equivalent to a minimum radius of 6 feet. If the 1:12 requirement cannot be achieved, elbow fittings of 11 1/4, 22 1/2, 30 or 45 degrees, with a minimum radius of 24 inches shall be used. If 90-degree cumulative turns are required, they shall be made of individual elbows with a minimum radius of 36 inches for new or future fiber optic cable.

(D) Conduit Fittings:

New runs of HDPE conduit shall be continuous from pull box to pull box. HDPE conduit shall not be joined to PVC conduit in the length of the run.

If joining segments of HDPE conduit is called for on the plans or required by the Engineer, the contractor shall utilize non-corrosive, sit-tight, water-tight couplings. Heat fusion, electrofusion fittings and mechanical connections will be permitted if the HDPE conduit and joining device manufacturer's recommendations are followed and the internal diameter of the HDPE conduit is not reduced. Extrusion welding and hot gas welding to join HDPE conduits is not permitted. Upon completion of joining HDPE conduit sections and setting the pull boxes, the contractor shall clean the HDPE conduit with compressed air. The contractor shall demonstrate that the conduit was not deformed during installation by pulling a cleaning mandrel or ball mandrel with a diameter of

80 percent of the HDPE inside diameter. If the mandrel passes through the HDPE, the contractor shall install the pull tape in accordance with Section 732 of the ADOT Standard Specifications. If the mandrel encounters a deformity in the HDPE conduit, the contractor shall replace the entire segment of HDPE between pull boxes with new HDPE at no additional cost to the Department.

(E) Conduit Depth:

Conduits shall have a minimum cover depth of 30 inches, or as indicated in the project plans. Depth of Streetlighting conduit shall be per APS standards. Backfill compaction shall be in accordance with ADOT Standard Specifications Subsection 203-5.03 (B) (4) for traffic signal and ITS and per APS standard for street lighting. When conduit cannot be installed at the required minimum depths, it shall be encased in Class B concrete, in accordance with Section 1006 of the ADOT Standard Specifications.

(F) Conduit in Trenches:

Immediately after conduit work including, installation, mandrelling, or cable or pull tape installations, they shall be sealed to prevent the intrusion of water, mud, gravel, vermin, etc. Taping the ends of the conduit is not allowed.

Conduits entering into pull boxes shall be capped or sealed using a method recommended by the conduit manufacturer to prevent intrusion of water, mud, gravel and rodents. Duct tape or similar material shall not be used for sealing conduit ends.

Unoccupied conduits on which work is performed shall be sealed with a water-tight, corrosion-proof, removable, reusable, and vermin resistant conduit plug or cap.

Occupied conduits on which work is performed shall be sealed with a conduit cap, as approved by the Engineer. The conduit cap shall be water-tight, corrosion-proof, removable, and vermin resistant.

Unoccupied innerduct on which work is performed extending beyond the end of the capped conduit shall be sealed with a water-tight, corrosion-proof, removable, reusable, and vermin resistant innerduct plug or cap. Prior to use, the innerduct plug or cap shall be submitted to the Engineer for approval.

Occupied innerduct on which work is performed extending beyond the end of the capped conduit shall be sealed with an innerduct cap, as approved by the Engineer. The innerduct cap shall be water-tight, corrosion-proof, removable, and vermin resistant.

New innerducts and existing empty innerducts to be utilized as part of the project, shall have a plug pulled through to demonstrate that the innerduct integrity and continuity is appropriate for use.

New innerducts and existing empty innerducts to be utilized as part of the project, shall have a means, approved by the Engineer, to secure the ends of the innerduct to prevent the innerduct from retracting into the conduit.

A three inch "Y" shall be cut into the face of the curb directly over conduit located under rolled or vertical curbs.

The contractor shall place detectable warning tape in trenches in which new PVC or trenched HDPE conduit is placed. Warning tape is not required in conduit segments where trenchless methods are used for installation except direct plow method. Warning tape shall be buried at a depth of 6 to 8 inches below the finished grade.

(G) Conduit by Trenchless Methods:

New conduit to be installed under existing pavement, curbs and gutters, sidewalks, established landscaping or decomposed granite not otherwise impacted by construction, and at other locations specifically indicated on the project plans, shall be installed by Horizontal Directional Boring (HDB) or Horizontal Directional Drilling (HDD) methods. Use of either method is allowed, subject to approval of the Engineer.

Conduit installation in areas where trenching would typically be allowed may be completed by trenchless methods, if approved in advance by the Engineer as a means of facilitating installation or mitigating potential damage to existing surface and subsurface elements. If approved by the Engineer, the substitution of trenchless methods for the original method of installation specified shall be paid for at the original bid price of the conduit item.

Prior to beginning trenchless installation methods, the contractor shall complete the necessary potholing, and submit the proposed profile to the Engineer for approval. Installation shall be performed in accordance with industry standards and as directed by the Engineer.

The contractor's installation process shall utilize the "walkover" locating system or other Engineer approved equivalent, for determining the installation profile. The installation equipment shall register the depth, angle, rotation and directional data. At the surface, equipment shall be used to gather the data and relay the information to the equipment operator.

When enlargement of an installation hole is necessary, the hole shall be at least 25 percent larger than the conduit to be installed, unless otherwise specified by the Engineer. Pulling equipment such as grips, pulling eyes, and other attachment hardware external to the conduit will be permitted as long as a wooden dowel is placed inside the conduit to prevent it from collapsing at the point of attachment when pull tension is at its peak. A swivel shall be used with pulling hardware when pulling back the conduit into the installation path. Drilling fluid shall be pumped down the hole to provide lubrication for the conduit as it is pulled in. The pulling tension for installing conduit into the installation path shall not exceed 75 percent of the conduit manufacturer's tensile strength rating in order to prevent the conduit from "necking down" or deforming.

Final installation profiles shall be submitted to the Engineer.

(H) Detectable Pull Tape:

The contractor shall install detectable pull tape in new and existing empty conduits and innerducts. Detectable pull tape in conduits shall terminate at the end of the conduit with a minimum of 2 feet of coiled slack in the pull box. Detectable pull tape traveling through conduit that terminates in a pull box, shall have its wire ends connected together to allow for a continuous locating signal to be used for the entire conduit run.

(I) Conduit Cleaning:

The contractor shall clean existing conduit, no more than one week prior to installation of cables or conductors. For PVC conduit, a metal-disc mandrel with an outer diameter not less than 90 percent of the conduit's inside diameter shall be pulled through the conduit. For HDPE conduit, a ball mandrel with an outer diameter not less than 80 percent of the conduit's inside diameter shall be pulled through the conduit. Prior to pulling the mandrel through the conduit, the conduit shall be brushed or swabbed if required by the Engineer.

(J) Conduit Entering Pull Boxes:

Conduit entering pull boxes shall be installed in accordance with the details shown on the project plans and the ITS Standard Drawings FM-2.03, FM-2.04 and FM-2.06. Conduit ends shall be capped with conduit end cap or plug fittings until wiring or cabling is installed. When end caps or plugs are removed, the contractor shall install bell end fittings or approved bell end shape integral to the conduit. Bell ends shall be installed prior to the installation of the conductors or cables. Approved insulated grounding bushings shall be used on steel conduit ends.

New HDPE conduits terminating in a No. 9 pull box shall run directly into the conduit port hole of the pull box wall and be cut flush with the inside face of the pull box. The void between the outside of the conduit and inside of conduit port hole shall be sealed with an approved sealant.

(K) Innerduct:

Where applicable, innerduct shall be installed in conduit as shown on the plans. Innerduct shall be pulled with a minimum of dragging on the ground or pavement. The contractor shall ensure that the tensile load on the innerduct does not exceed the allowed maximum specified by the manufacturer by using a break-away technique and/or a pulley system with numeric readout which includes a means of alerting the installer when the pulling tension approaches the manufacturer's maximum pulling tension.

The contractor shall ensure that the innerduct is protected from sharp edges and excessive bends. The contractor shall not cause the innerduct to violate the minimum bending radius for which the innerduct was designed. The contractor shall be responsible for damages caused from violations and shall remove and install new innerduct at no cost to the Department.

During pulling, the innerduct shall be continuously lubricated as it enters the conduit. Prelubrication may be necessary, if directed by the Engineer. The lubricant used shall be compatible with the innerduct material. The manufacturer's recommended pulling speed and pulling tension shall not be exceeded.

Innerduct shall be anchored at pull boxes to keep innerduct from retracting into the conduits, beyond the exposed conduit end, in a manner approved by the Engineer.

Newly installed empty innerduct shall contain detectable pull tape from pull box to pull box. Each pull tape shall terminate at the end of the innerduct with a minimum of 2 feet of coiled slack in each pull box.

(L) Cathodic Protection:

Prior to trenching, the contractor shall verify the existence of cathodic protection in existing utilities and take all possible precautions to maintain existing cathodic protection.

(M) Conduit at Removed Pull Boxes:

At pull boxes to be removed, where existing HDPE conduit has a HDPE to PVC coupling, the coupling and PVC components shall be removed and the conduit shall be spliced, resulting in an all-HDPE segment.

MEASUREMENT

Conduit will be measured by the linear foot for each diameter size and configuration from center to center of pull boxes or, from center of pull box to edge of foundation or, from edge to edge of cabinet or node foundation or, from end of conduit to center of pull box or foundation or, from end to end of conduit when no pull boxes are used.

No measurement will be made for vertical distances of below-ground conduit.

No measurement will be made for distances of unsuccessful conduit runs not used.

PAYMENT

The accepted quantities of conduit, measured as provided above, will be paid for at the contract unit price, which price shall be considered as full compensation for the work, complete in place, including, warning tape, excavation, backfill, detectable pull tape, connectors, fittings, removal of spoil, compaction of trenches and directional drilling/boring pits, restoration of the surface to existing condition, including concrete, pavement, decomposed granite and other landscaping items where appropriate, locating of existing conduit when new is to be intercepted with existing, and related items necessary to complete the work.

ITEM NO. 104 PULL BOX (NO. 9) WITH GROUND ROD:

DESCRIPTION

The work under these items shall consist of furnishing and installing No. 9 ITS pull boxes at the locations designated on the project plans.

MATERIALS

Pull boxes shall be per the City of Flagstaff (COF) Standard Detail Drawings 16-03-010 (included with the plan set). The contractor shall refer to ADOT Standard Drawing FM-2.03 thru FM-2.05 for materials not covered under the COF detail. Pull box lids shall have a locking mechanism per ADOT Standard Drawing FM-2.05. Pull box lids shall bear the words "CITY OF FLAGSTAFF". Markings shall be clearly defined and placed parallel to the long side of the cover. Letter height for No. 9 pull boxes shall be minimum of two (2) inches.

No. 9 pull boxes shall be fabricated of concrete and provide conduit access ports on the four sides per COF Detail 16-03-010.

No. 9 pull box lids shall have a square, hinged lid that opens a full 180 degrees. Lid opening shall be spring assisted from both the open and closed positions using a torsion bar lift system. Lids shall lock down with at least one stainless steel security type penta-head bolt that shall be captive to the lid. Lids shall have padlock cavity with a spring-loaded cover and lock-down bolt that leaves no part of the padlock is exposed.

No. 9 pull boxes shall be furnished with galvanized and slotted C-channel struts embedded in the concrete walls of the pull box, with an 18-hole rack mounted to each slotted C-channel strut, and ½ inch spring nuts and bolts and one cable hook per rack.

REQUIREMENTS

The contractor shall provide a Certificate of Compliance to the City that the pull boxes furnished and installed are in conformance with the specifications.

Prior to installation, pull boxes shall be field-located, and the locations approved by the Engineer, to avoid drainage swales, extreme slopes, maintenance vehicle pathways or repeating wheel loads.

The contractor shall be responsible for restoring the surrounding surface conditions back to their original condition.

When a new pull box occupies the same location as an existing pull box, the existing bricks, stone sump and felt paper shall be replaced with new. In instances where the existing and proposed depth of pull box varies, the contractor shall adjust the existing conduits, as necessary, to allow the conduit to enter the box in conformance with the ADOT Standard Drawings FM-2.03, the project plans and specifications.

Compaction around pull boxes shall not subject the pull box to more than 400 lbs. per square foot of lateral pressure causing the sides to deflect or the box or lid to crack or become dented. The contractor shall replace pull boxes damaged due to its activities and by excessive forces during installation at no additional cost to the Department.

Removable caps shall be placed on unused conduits within pull boxes.

Voids resulting from entrance of conduit into pull box shall be completely filled with hydraulic cement grout or duct sealant.

Maximum lateral slope adjacent to pull box shall be 2:1.

All non-metallic conduit entering pull boxes shall have a bell-end to protect the conductor or fiber optic cable from damage.

The plans depict pull box locations in general form only. The contractor shall determine final locations based on actual field conditions at the time of construction, including Blue Stake marking, to assure no conflicts with existing utilities. The Engineer will approve final placement of this equipment prior to installation. Placement of pull boxes in low lying locations with poor drainage shall be avoided.

When installing a No. 9 pull box, the contractor shall only lift the pull box and covers using the lifting hardware installed for that purpose. The lid shall be oriented such that the lid hinge lies along the side of the pull box farthest from the roadway.

MEASUREMENT

Pull box (No. 9) with ground rod will be measured as a unit for each pull box with ground rod installed. Decomposed granite, landscape restoration and interception of existing conduits are considered as part of the work and will not be measured separately.

PAYMENT

The accepted quantities of pull boxes, measured as provided above, will be paid for at the contract unit price, which price shall be considered as full compensation for the work, complete in place, including ground rods, grounding conductors, grounding lugs, excavating, backfilling, surface restoration, conduit adjustment, and brick and stone sump, and other materials necessary to complete the work.

Fourth Street Reconstruction

December 8, 2020





Fourth Street Reconstruction

Consideration and Approval of Contract:

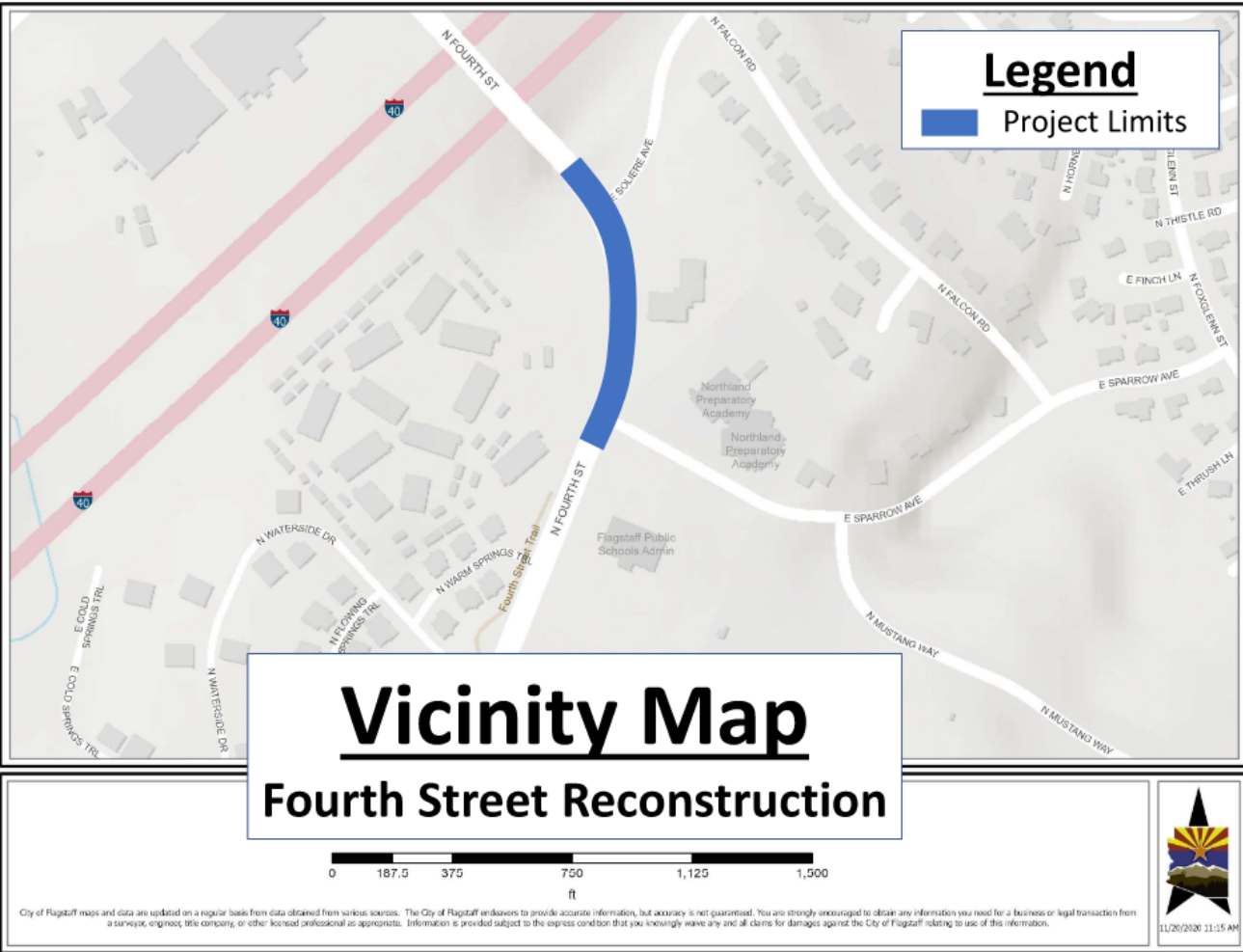
Approve the construction contract with RTR Paving & Resurfacing, LLC in the amount of \$1,699,908.00 for the Fourth Street Reconstruction project.

Staff Recommended Action:

- Approve the construction contract with RTR Paving & Resurfacing, LLC in the amount of \$1,699,908.00 and a contract duration of 250 calendar days;
- Approve a contract allowance of \$84,995.40, which is 5% of the lowest responsive bid;
- Approve Change Order Authority to the City Manager in the amount of \$169,990.80 which is 10% of the lowest responsive bid;
- Authorize the City Manager to execute the necessary documents.



Project Location





Existing Conditions

Existing Conditions Video





Fourth Street Reconstruction



Questions?



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 12/03/2020
Meeting Date: 12/08/2020



TITLE:

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

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-67 by title only
- 2) City Clerk reads Resolution No. 2020-67 by title only (if approved above)
- 3) Adopt Resolution No. 2020-67

Executive Summary:

On August 25, 2020 Council asked staff to prepare a resolution to reaffirm that the City of Flagstaff is a "Golden Rule City." The attached resolution is a restatement and reaffirmation of the original resolution declaring Flagstaff as a "Golden Rule City."

Financial Impact:

None.

Policy Impact:

Reaffirms current policies.

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

Priority Based Budget Key Community Priorities and Objectives

Inclusive and Engaged Community

- Advance social equity & social justice in Flagstaff by supporting social services
- Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
- Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community

Previous Council Decision on This:

On November 18, 2008 the City Council adopted Resolution 2008-68, declaring Flagstaff a "Golden Rule City."

On August 25, 2020 the City Council considered a F.A.I.R. request from Councilmember Odegaard to reaffirm the City's designation as a "Golden Rule City."

Attachments: Res. 2020-67
 Res. 2008-68

RESOLUTION NO. 2020-67

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

RECITALS:

WHEREAS, on May 13, 2003, Arizona became a "Golden Rule" state; and

WHEREAS, ON NOVEMBER 18, 2008, THE FLAGSTAFF CITY COUNCIL DECLARED THE CITY OF FLAGSTAFF AS A "GOLDEN RULE CITY;" AND

WHEREAS, Flagstaff recognizes and appreciates the wonderful diversity of peoples, cultures, faiths, and languages and make up our community; and

WHEREAS, the "Golden Rule" is a moral principle that proclaims that we should treat others the way we would like to be treated; and

WHEREAS, variations of the Golden Rule are embraced by every belief system; and

WHEREAS, through application of the Golden Rule, we ~~may~~ **WILL** be able to reduce, and ~~even~~ eliminate **INSTITUTIONALIZED** prejudice, **RACIAL INTOLERANCE**, hate, bigotry, **AND GENDER BIAS** ~~and racial intolerance~~; and

WHEREAS, our schools, community organizations, leaders, **ELECTED OFFICIALS, LAW ENFORCEMENT, FIRST RESPONDERS**, parents, and children ~~would~~ benefit by recognizing, teaching, and practicing the Golden Rule as a tool for kindness, **COMPASSION**, and civility; and

WHEREAS, Golden Rule Flagstaff is an umbrella that looks to connect those in need with those who are willing to help and to transcend differences by uniting service agencies faith-based organizations, and service clubs; and

WHEREAS, living and practicing the Golden Rule will have a powerfully positive effect on each individual and the society in which we all live.

ENACTMENTS:

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

SECTION 1. THE FLAGSTAFF CITY COUNCIL REAFFIRMS THE 2008 DESIGNATION OF FLAGSTAFF AS A "GOLDEN RULE CITY."

SECTION 2. THE GOLDEN RULE IS THE PRINCIPLE THAT WE SHOULD DO UNTO OTHERS AS WE WOULD HAVE THEM DO UNTO US.

~~SECTION 1. That the City of Flagstaff be hereby declared to be a Golden Rule City.~~

SECTION 2 ~~3~~: ~~That~~ ⁴ The commitment to the Golden Rule as a fundamental aspect of our community be hereby affirmed and that active efforts be made to seek to achieve the goals associated with a Golden Rule City.

SECTION 3 ~~4~~. That Flagstaff's citizens be urged to join together to support this effort.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 8th day of September 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2008-68

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF
DECLARING FLAGSTAFF TO BE A "GOLDEN RULE CITY".**

WHEREAS, on May 13, 2003, Arizona became a "Golden Rule" state; and

WHEREAS, Flagstaff recognizes and appreciates the wonderful diversity of peoples, cultures, faiths, and languages and make up our community; and

WHEREAS, the "Golden Rule" is a moral principle that proclaims that we should treat others the way we would like to be treated; and

WHEREAS, variations of the Golden Rule are embraced by every belief system; and

WHEREAS, through application of the Golden Rule, we may be able to reduce, and even eliminate prejudice, hate, bigotry, and racial intolerance; and

WHEREAS, our schools, community organizations, leaders, parents, and children would benefit by recognizing, teaching, and practicing the Golden Rule as a tool for kindness and civility; and

WHEREAS, Golden Rule Flagstaff is an umbrella that looks to connect those in need with those who are willing to help and to transcend differences by uniting service agencies faith-based organizations, and service clubs; and

WHEREAS, living and practicing the Golden Rule will have a powerfully positive effect on each individual and the society in which we all live;

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

SECTION 1. That the City of Flagstaff be hereby declared to be a Golden Rule City.

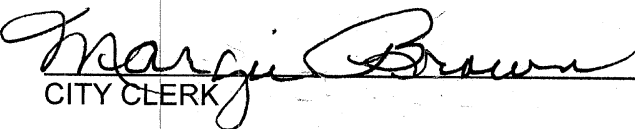
SECTION 2: That the commitment to the Golden Rule as a fundamental aspect of our community be hereby affirmed and that active efforts be made to seek to achieve the goals associated with a Golden Rule City.

SECTION 3. That Flagstaff's citizens be urged to join together to support this effort.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 18th day of November, 2008.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

for: 
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Nicole Antonopoulos, Sustainability Director
Date: 12/07/2020
Meeting Date: 12/08/2020



TITLE:

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

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-70 by title only
- 2) City Clerk reads Resolution No. 2020-70 by title only (if approved above)
- 3) Adopt Resolution No. 2020-70

Executive Summary:

In 2017 the We Are Still In initiative was launched. Mayors, county executives, governors, tribal leaders, college and university leaders, businesses, faith groups, and investors joined forces to declare that they will continue to support climate action to meet the Paris Agreement despite the United States official withdraw from the agreement. We Are Still In maintains America's promise to tackle climate change. In the time since, wildfires and other climate-fueled disasters have impacted the lives and well-being of millions of Americans, threatened our nation's supply chains, and put countless communities at risk. COVID-19 has concurrently created a national health and economic crisis.

Tackling the climate crisis is essential to help our nation recover from these crises by creating good paying jobs for millions of Americans, fostering U.S. energy innovation, increasing our national security, and protecting the health and well-being of present and future generations. It will also provide us with our best opportunity to address systemic inequalities that have forced vulnerable communities, especially communities of color, to bear the brunt of climate impacts and environmental and economic injustice. Today, one in three Americans live in a jurisdiction committed to 100% clean electricity. 16 states have passed or committed to pass regulations and legislation that would phase down the use of hydrofluorocarbons, a potent greenhouse gas. And in three years, the U.S. electric vehicle market has doubled. Despite these advances, more action is needed to protect vulnerable populations and rebuild the U.S. economy.

By signing the statement, the City of Flagstaff would join others in a call to the incoming administration and other federal policymakers to join us in a national response to ensure our safety and prosperity by taking immediate action to:

1. Drive economic growth across every sector of the economy through job-creating sustainable investments:

- Unleash innovation through extraordinary investments in clean buildings, low-carbon transportation, grid and infrastructure modernization, natural climate solutions, climate smart-agriculture, and community resilience, all of which will create millions of good-paying jobs and support a clean and just future for all Americans.

- Undertake the necessary actions to achieve a 100% clean energy power sector as soon as feasible.

2. Expand U.S. leadership at home and abroad:

- Rejoin the Paris Agreement on day one, leverage diplomatic partnerships to finance and encourage ambition, and re-engage with the rest of the world on a global solution to the climate crisis.
- Put forward an ambitious and equitable nationally determined contribution to the Paris Agreement, with a science-based target for 2030 that takes community and institutional efforts and perspectives into consideration.
- Commit the United States to a trajectory of net zero emissions by 2050 or sooner, and implement policies that put us on a path to achieving that goal.

3. Reimagine community partnership to advance just and equitable climate solutions and build resilience to climate change:

- Support states, tribal nations, cities and counties, businesses, universities, health care organizations, cultural institutions, and all other coalition actors in going above and beyond these policies to drive greater national ambition to tackle the climate crisis, while ensuring that the nation is prepared to adapt to the realities of climate change and strengthen its resilience to climate impacts.
- Consult these leaders and impacted communities, recognizing their unique expertise and potential, and develop unprecedentedly inclusive processes in the formation and implementation of new targets, policies, and programs to tackle the climate crisis.

The statement aligns with the City's Climate Action and Adaptation Plan, Global Covenant of Mayors pledge, and the Climate Emergency Declaration.

Financial Impact:

There is no financial impact to signing the We Are All In statement.

Policy Impact:

By signing on to the statement, the City of Flagstaff pledges to support the policies outlined above at the national and local level, and place climate considerations at the core of the City's processes: how we do business, how we invest, how we govern, how we educate, how we serve.

The statement is intended for three specific audiences:

1. Biden-Harris Transition Team
2. U.S. Subnational/Non-Federal Institutions
3. U.S. Public and International Leaders

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

Priority Based Budget Key Community Priorities and Objectives

Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow

Promote environmental justice & the fair distribution of environmental benefits

Implement, maintain and further the Climate Action and Adaptation Plan (CAAP)

Regional Plan Goal E.1. Increase energy efficiency.

Goal E.2. Expand production and use of renewable energy.

Goal E&C.1. Proactively improve and maintain the region's air quality.

Goal E&C.2 Reduce Greenhouse gas emissions.

Goal E&C.3 Strengthen community and natural environment resiliency through climate adaptation efforts.
Goal E&C.4. Integrate the best available science into all policies governing the use and conservation of Flagstaff's natural resources.

Has There Been Previous Council Decision on This:

No, however on November 20, 2018 the City Council unanimously adopted the Climate Action and Adaptation Plan. On February 5, 2019 the City Council signed Global Covenant of Mayors climate action pledge. On June 23, 2020 the City Council unanimously adopted the Climate Emergency Declaration.

Attachments: Res. 2020-70
 We Are All In Coalition's "All In" Climate Statement

RESOLUTION NO. 2020-70

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

RECITALS:

WHEREAS, the City of Flagstaff (the "City") adopted its Climate Action and Adaptation Plan (CAAP) on November 20, 2018; and

WHEREAS, the City declared a Climate Emergency on June 23, 2020 in recognition of a need for a dramatic increase in ambition to combat climate change and committing the city to a City-wide transition and climate emergency mobilization effort; and

WHEREAS, December 12th, 2020, marks the five-year anniversary of the Paris Climate Agreement; and

WHEREAS, the City was recognized in November 2020 by CDP as one of 88 global cities on the 2020 A-List for leadership in climate action and transparency; and

WHEREAS, immediate action is needed to drive economic growth across every sector of the economy through job-creating sustainable investments, to expand leadership at home and abroad, and to reimagine community partnership to advance just and equitable climate solutions and build resilience to climate change; and

WHEREAS, the City Council pledges to support these actions at the national and local level, and place climate considerations at the core of our own institutions and how we govern and serve; and

WHEREAS, the City Council has read and considered the staff summary report and the We Are All In Coalition's "All In" Climate Statement attached thereto, and finds that it is in the best interests of the City to sign onto this statement to reaffirm the City's commitment to the Paris Agreement on climate change and pledge to partner with the Biden-Harris Administration on a national response to ensure our safety and prosperity.

ENACTMENTS:

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

Section 1. That the We Are All In Coalition's "All In" Climate Statement be hereby accepted and approved, and the Mayor be authorized and directed to sign the "All In" Climate Statement.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 8th day of December 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit:

We Are All In Coalition's "All In" Climate Statement

We Are All In:

U.S. Communities, Businesses, and Institutions are Ready for a National Mobilization on Climate and Recovery

In 2017, we launched We Are Still In to maintain America's promise to tackle climate change. In the time since, wildfires and other climate-fueled disasters have impacted the lives and well-being of millions of Americans, threatened our nation's supply chains, and put countless communities at risk. COVID-19 has concurrently created a national health and economic crisis.

Tackling the climate crisis is essential to help our nation recover from these crises by creating good paying jobs for millions of Americans, fostering U.S. energy innovation, increasing our national security, and protecting the health and well-being of present and future generations. It will also provide us with our best opportunity to address systemic inequalities that have forced vulnerable communities, especially communities of color, to bear the brunt of climate impacts and environmental and economic injustice.

Over the last four years, U.S. non-federal leaders have doubled down on reducing dangerous carbon pollution, and have done so in the face of federal inaction and an increasingly dire scientific outlook. Today, one in three Americans live in a jurisdiction committed to 100% clean electricity. 16 states have passed or committed to pass regulations and legislation that would phase down the use of hydrofluorocarbons, a potent greenhouse gas. And in three years, the U.S. electric vehicle market has doubled. Despite these advances, more action is needed to protect vulnerable populations and rebuild the U.S. economy.

Now we, the undersigned governors, tribal leaders, mayors, state legislators, and local officials, and colleges and universities, businesses, investors, faith groups, cultural institutions, and health care organizations, are joining together once again to reaffirm our commitment to the Paris Agreement on climate change and pledge to partner with the Biden-Harris Administration, which has made ambitious commitments to tackle the climate crisis.

We call on the incoming administration and other federal policymakers to join us in a national response to ensure our safety and prosperity by taking immediate action to:

Drive economic growth across every sector of the economy through job-creating sustainable investments:

- Unleash innovation through extraordinary investments in clean buildings, low-carbon transportation, grid and infrastructure modernization, natural climate solutions, climate smart-agriculture, and community resilience, all of which will create millions of good-paying jobs and support a clean and just future for all Americans;
- Undertake the necessary actions to achieve a 100% clean energy power sector as soon as feasible;

Expand U.S. leadership at home and abroad:

- Rejoin the Paris Agreement on day one, leverage diplomatic partnerships to finance and encourage ambition, and re-engage with the rest of the world on a global solution to the climate crisis;
- Put forward an ambitious and equitable nationally determined contribution to the Paris Agreement, with a science-based target for 2030 that takes community and institutional efforts and perspectives into consideration;
- Commit the United States to a trajectory of net zero emissions by 2050 or sooner, and implement policies that put us on a path to achieving that goal

Reimagine community partnership to advance just and equitable climate solutions and build resilience to climate change:

- Support states, tribal nations, cities and counties, businesses, universities, health care organizations, cultural institutions, and all other coalition actors in going above and beyond these policies to drive greater national ambition to tackle the climate crisis, while ensuring that the nation is prepared to adapt to the realities of climate change and strengthen its resilience to climate impacts; and

- Consult these leaders and impacted communities, recognizing their unique expertise and potential, and develop unprecedentedly inclusive processes in the formation and implementation of new targets, policies, and programs to tackle the climate crisis

In addressing the climate crisis, and undertaking these efforts, the United States should endeavor to do so in a manner that does not exacerbate local environmental justice conflicts nor ecological loss or damage, and proactively seeks to resolve injustice and restore ecosystems.

We pledge to support these policies at the national and local level, and place climate considerations at the core of our own institutions: how we do business, how we invest, how we govern, how we educate, how we serve. We urge the Biden-Harris Administration and Congress alike to adopt a similar whole-of government approach to tackling this crisis, and look forward to working in close partnership and dialogue - public and private collaboration across all levers of power - to achieve our shared vision

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Marianne Sullivan, Senior Assistant City Attorney
MS

Date: 12/07/2020

Meeting Date: 12/08/2020



TITLE:

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

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-68 by title only
- 2) City Clerk reads Resolution No. 2020-68 by title only (if approved above)
- 3) Adopt Resolution No. 2020-68

Executive Summary:

This litigation stems from the arrest of Tremayne Nez by the METRO Narcotics Unit after he was misidentified as a person who had sold drugs. Mr. Nez was arrested and booked into jail where he was held for over 24 hours until he posted bond. It was later discovered through further investigation that Mr. Nez was not the person who had sold drugs and the person who had sold the drugs was discovered and arrested.

The City has reached a tentative settlement of this particular litigation, subject to the approval of the city Council. The tentative settlement and legal advice thereto was discussed with the City Council in executive session on November 17, 2020.

Financial Impact:

Funding for this settlement is available through the City's applicable insurance.

Policy Impact:

N/A

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

N/A

Has There Been Previous Council Decision on This:

No

Attachments: Res. 2020-68

RESOLUTION NO. 2020-68

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

RECITALS:

WHEREAS, Tremayne and Marcella Nez filed a civil lawsuit against the City of Flagstaff and individually named police officers seeking to recover monetary damages resulting from a mistaken arrest of Mr. Nez on June 18, 2019; and

WHEREAS, the City has decided to resolve the disputed claims in the lawsuit by reaching a settlement with Mr. and Mrs. Nez; and

WHEREAS, it is in the best interest of the City to effectuate a settlement of the matter of *Tremayne and Marcella Nez v. City of Flagstaff, et al.*, United States District Court for the District of Arizona, Case No. CV08146.

ENACTMENTS:

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

SECTION 1. That the City Council authorizes settlement of the matter of *Tremayne and Marcella Nez v. City of Flagstaff, et al.*, United States District Court for the District of Arizona, Case No. CV08146 pursuant to the following terms:

1. Payment in the amount of \$75,000.00;
2. The City will submit a request to the Coconino County Attorney's Office that the criminal charges against Mr. Nez, which were previously dismissed without prejudice, to be dismissed with prejudice;
3. The City will provide an affidavit to Mr. Nez in support of his petition to have his criminal history records cleared; and
4. The Police Chief will provide Mr. and Mrs. Nez a letter of apology.

SECTION 2. That the City Manager and City Attorney are authorized and directed to execute such documents and take such other actions as are necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 8th day of December 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 12/04/2020
Meeting Date: 12/08/2020



TITLE

Downtown Visioning Plan Update

STAFF RECOMMENDED ACTION:

Presentation and Discussion

EXECUTIVE SUMMARY:

The Downtown Business Alliance and consultants will provide an update on the Downtown Visioning Plan process. The Plan continues to be refined and vetted and more information will be forthcoming in the near future. The Draft Executive Summary of the Plan will be sent out in advance of the meeting.

INFORMATION:

Attachments: [Executive Summary](#)

DOWNTOWN FLAGSTAFF VISION & ACTION PLAN EXECUTIVE SUMMARY



A joint planning effort of:



December 2020 DRAFT

EXECUTIVE SUMMARY

A CALL TO ACTION

The **Downtown Flagstaff Vision and Action Plan** has been created during the most disruptive period of our lifetimes. Coinciding with the COVID-19 pandemic, a nationwide awakening to support racial justice and a severe economic recession, the Plan offers not only a long-term vision and game plan for downtown, but also strategies to guide downtown through the end of the pandemic and subsequent economic recovery.

The pandemic is accelerating background trends in demographics and lifestyles that were already influencing the growth of Flagstaff and its downtown. Examples of these trends include households relocating from large urban areas to smaller second-tier cities, consumer preferences favoring a unique and specialized shopping and dining experience, and innovations in the use of public space by closing streets, activating alleys, and enlivening plazas for increased outdoor seating options. These trends are favoring cities such as Flagstaff that offer a welcoming small town atmosphere and access to extraordinary natural recreational assets.

Moving beyond the pandemic, growth pressures are likely to increase as more people adopt remote work, and the quality of life degrades in nearby West Coast and desert cities. More existing second home owners are likely to make Flagstaff their primary residence. This is a mixed bag for Flagstaff – on one hand, the city should expect continued in-migration of skilled and more affluent households, while on the other hand the city confronts rising housing costs, the threat of business and residential displacement and further dilution of both its Native and working class roots. Flagstaff will not only be fighting to save what makes it unique, but for its civic soul.

Downtown Flagstaff can and should be the center of what makes the city unique and be a portal of opportunity for existing and new residents alike. To that end, this Plan is a call to action to the city's leadership, citizens and businesses to act boldly and take steps now that will allow Downtown Flagstaff to evolve.

Key policy recommendations within this plan include:

- » Promote Downtown Flagstaff to be the **hub of economic activity and innovation** for the region.
- » **Preserve and protect the historic core** of Downtown Flagstaff to strengthen its identity and overall vitality.
 - » **Integrate and implement the City's Climate Action Plan** by encouraging a compact and mixed-use downtown where more people can live, work, support local business, and have walkable/rollable, bikeable, and sustainable lifestyle options.
- » **Allow for change, including gentle density** that features mixed-use parking structures with residential development at a variety of price points around the periphery of the historic core.
- » **Add parking supply** to attract employment, residential investment, and mixed-use development; and **manage existing parking supply** to enhance customers' experience.
- » **Ensure local arts, culture and Native expression** flourish throughout downtown.
- » Create a **downtown experience that welcomes and celebrates everyone** that has been part of Flagstaff's past, present and future.

PLAN OVERVIEW

In February 2020, the Flagstaff Downtown Business Alliance (FDBA), City of Flagstaff, Coconino County, and Mountain Line initiated the Downtown Flagstaff Vision & Action Plan. This is not an update to previous plans but is a standalone document that will guide public and private investments over the next 10 years to elevate Downtown Flagstaff as the center of the region.

After a competitive bid and selection process, the FDBA engaged a Denver-based consulting team that included: Progressive Urban Management Associates (P.U.M.A.), a firm specializing in downtown organizational and strategic planning; Studio Seed, an urban design firm to provide design and planning expertise including short-term public right of way expansion design; and Charlier Associates to provide national transportation planning expertise.

The P.U.M.A. Team, FDBA, the City of Flagstaff, Coconino County, and Mountain Line staff worked collaboratively to chart and complete a downtown planning process with the following major components:

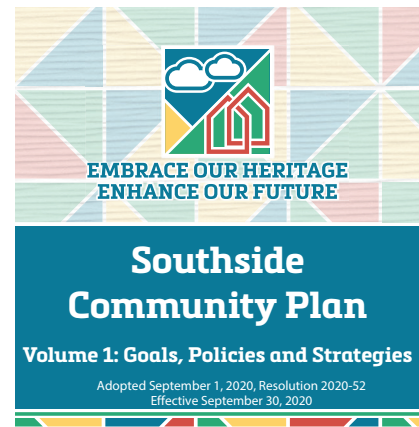
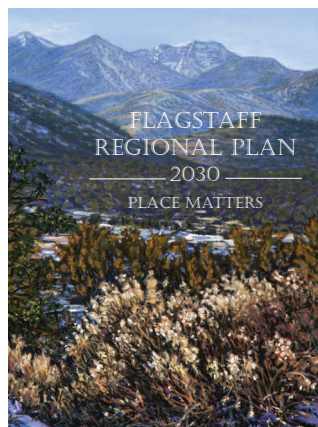
- » **Review and build upon prior plans**
- » **Conduct community outreach** – including numerous virtual interviews with downtown business, property owners, stakeholders, elected offices, and a variety of public staff members, a public open house, and an online survey
- » **Prepare a market assessment**
- » **Prepare Action Plan and Catalytic Projects Recommendations and Priorities**
- » **Provide Implementation and Funding Strategies**



REVIEW & BUILD UPON PRIOR PLANS

The consultant team reviewed all prior and evolving planning efforts made available in order to ensure this process would build upon such efforts. Three of the most important plans this plan builds on are:

- » **Flagstaff Regional Plan 2030**
- » **2018 Climate Action and Adaptation Plan**
- » **2020 Southside Community Plan**



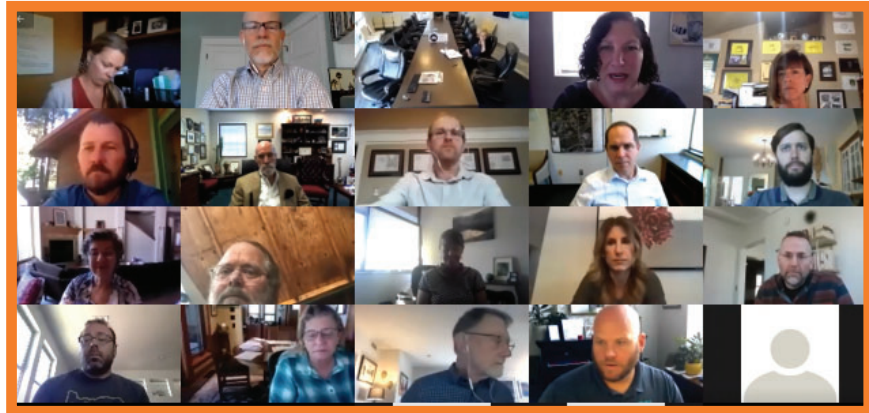
The citywide plans offer a high-level framework to guide and influence decisions that affect the future of the city. They are used as a foundation for the more specific vision, recommendations and strategies contained in this Downtown Vision & Action Plan, which will be adopted as a supplement to Regional Plan 2030 to provide additional direction for certain topics or areas. Priority recommendations from the recently adopted 2020 Southside Community Plan are incorporated into this Downtown Vision & Action Plan.

COMMUNITY OUTREACH

The COVID-19 Pandemic raised several challenges for community outreach during the planning process. However, this transition opened a new set of opportunities for engaging the public. Virtual meetings enabled individuals who could not attend meetings to engage at the comfort of their own homes. In total, approximately 2,000 community members engaged in the formation of the plan.

The consultant team was able to engage the community early in the 10-month process, conducting several dozen virtual meetings and presentations with the following:

- » **Project Management Team** - comprised of the four project funding partners: Flagstaff Downtown Business Alliance Board of Directors (FDBA), City of Flagstaff, Coconino County, and Mountain Line
- » **Community Advisory Committee** - comprised of a range of 23 stakeholders to serve as public representation that ensures findings and direction of the Downtown Vision and Action Plan are meeting the needs of the downtown community and the Flagstaff community at large
- » **Flagstaff Downtown Business Alliance Board** representing the property and business owner leadership of downtown
- » **Downtown business/property owners and downtown employees** including several dozen one-on-one interviews
- » **Working Groups** - groups made up of downtown stakeholders convened by expertise areas that included: Economic Vitality, Downtown Experience, and Urban Design & Built Environment
- » **County Board of Supervisors**
- » **City Council**



A kickoff virtual meeting held via Zoom in May 2020

The P.U.M.A. team visited Flagstaff in August 2020 for a week of study area tours, outdoor meetings and workshops. An all-day open house was held in the "Aspen Alley" that was visited by over 100 residents. Additional inter-active meetings were held with the Project Management Team, Community Advisory Committee and Flagstaff Downtown Business Alliance.



A physically-distanced, Community Advisory Committee meeting was held at Heritage Square during the August site visit

In addition, an **online survey** was conducted that gathered over 1,250 participants. Full results from the online survey are provided in the plan appendix.

From the online survey responses, the common themes and highest rated priorities for improving Downtown Flagstaff were:

- #1 Maintain Historic Character
- #2 Make downtown more walkable and bikeable
- #3 Redevelop and repurpose unused and vacant buildings and lots
- #4 Provide additional beautification
- #5 Improve the parking experience



Respondents were asked for three words that best describe their long-term vision for downtown. The word cloud shows words that were most frequently used – the larger the word, the more times it was listed.

During the August site visit, an all-day Open House was held in the "Aspen Alley," while several interactive Working Group meetings convened in various locations downtown.



MARKET OPPORTUNITIES

The Plan includes a Market Assessment that is divided into four main topic areas:

LIVE

WORK

SHOP & DINE

VISIT & STAY

By understanding downtown's market opportunities and challenges, the Downtown Vision is informed by economic reality and assumptions to guide planning through the next investment cycle. Key economic findings and opportunities include:

DOWNTOWN'S IMPACT ON FLAGSTAFF

0.28 square miles → **0.4%** of the city

MEANWHILE, DOWNTOWN HAS...

1,064 residents → **1.4%** of the city's

4,819 employees → **11%** of the city's

135 restaurants, bars, shops → **18%** of the city's

\$41.4 M in assessed value → **4%** of the city's



- » **Housing is a strong market for downtown moving forward.** There is high demand for more units citywide at all price points, but especially those at lower, more affordable levels. While downtown cannot solve the city's affordability crisis, it can, and should, play an important role in diversifying the city's housing stock and adding new units to a strained market.
- » **Downtown's strongest age segment is 25-34 year olds** – the "young professional" and graduate student bracket that downtowns and walkable neighborhoods with plentiful amenities are well-positioned to attract. This is also at the core of who lives in Flagstaff – a city with the youngest median age (28) amongst its peer cities.
- » **Downtown (and the city) is challenged when introducing density.** Flagstaff is by far the lowest density market amongst its peer cities.



- » **Tourism, education, and government** are the foundations of the Flagstaff economy.
- » **Downtown is bookended by the city's two largest employers** – NAU to the south, and the Flagstaff Medical Center to the north – providing the ability to build on these adjacencies.
- » Compared to peer cities, **downtown has a below-average number of downtown workers.** This illustrates the lack of major primary employers in downtown (outside of the County and City), but also an opportunity for downtown to evolve into a greater economic engine for the local economy.
- » Downtown's office space has a vacancy rate of roughly 1%, pre-COVID. Available space is nearly non-existent (an ideal vacancy rate is roughly 10%), and doesn't allow for much movement in the market or the ability to house new office tenants in available space. **The commercial office sector is a relatively untapped sector in downtown.**

The Market Assessment includes **peer city comparisons** on many different topics throughout. Below is a sampling of how Flagstaff and downtown stacks up compared to its western state peers.

CITYWIDE

| | | | | | | | |
|---|------------------|--------------------|--------------------------|------------------|----------------------|-------------------|--------------------------|
| Population Growth (2010-19) | Bend 24% | Ft. Collins 17% | Flagstaff 14% | Missoula 12% | Bellingham 12% | Boulder 10% | Corvallis 8% |
| Housing Density (units/square mile) | Boulder 1,810 | Corvallis 1,742 | Bellingham 1,340 | Bend 1,308 | Ft. Collins 1,219 | Missoula 1,190 | Flagstaff 447 |
| Housing & Transportation Costs (Share of Income) | Boulder 44% | Ft. Collins 48% | Bellingham 51% | Corvallis 52% | Missoula 53% | Bend 56% | Flagstaff 56% |

DOWNTOWN

| | | | | | | | |
|--|-----------------------|-------------------|--------------------|---------------------|----------------------------|--------------------------|-------------------------|
| Downtown Employment | Ft. Collins 12,449 | Boulder 11,348 | Missoula 10,465 | Bellingham 7,242 | Flagstaff 4,819 | Corvallis 4,691 | Bend 4,269 |
| Employment Density (workers/acre) | Boulder 81 | Missoula 55 | Ft. Collins 40 | Bellingham 39 | Bend 37 | Corvallis 37 | Flagstaff 27 |
| Knowledge Sector Share of Jobs | Missoula 53% | Bend 40% | Bellingham 37% | Boulder 27% | Corvallis 25% | Flagstaff 22% | Ft. Collins 19% |



- » The retail, food and beverage sector is **Flagstaff's largest industry** in terms of employment.
- » Downtown's storefront economy is critical to its success, driving foot traffic, attracting visitors, and helping maintain vibrancy throughout the day and into the night. In total, **there are 223 street level businesses in the Downtown Study Area.**
- » Local independent businesses dominate the Downtown scene. **87% of Downtown's storefront businesses are local independents**, offering distinct character and sense of place.
- » Despite all its storefront businesses, Downtown **still lacks some critical retail elements that would help serve residents' daily needs**, namely groceries and drugstores, and make Downtown a more appealing place to live.



- » **Tourism is Flagstaff's top industry.** The city sees over 5 million visitors annually, and the industry supports over 8,000 local employees.
- » Downtown hosts **a variety of events** annually that attract both locals and visitors. A majority of these take place at Heritage Square.
- » **Downtown is more about what's around it, than what's in it.** The Lowell Observatory, the city's two largest art museums, and the region's main performance arts hall are all located outside of downtown.
- » **Downtown's proximity to the Lowell Observatory & Mars Hill is an asset to build upon.** Already a destination, Lowell is underway with expansion.
- » **A strong short-term rental market** plays an important role in housing a portion of the visitor market, but also can erode the hotel visitor base and reduce the permanent housing stock.

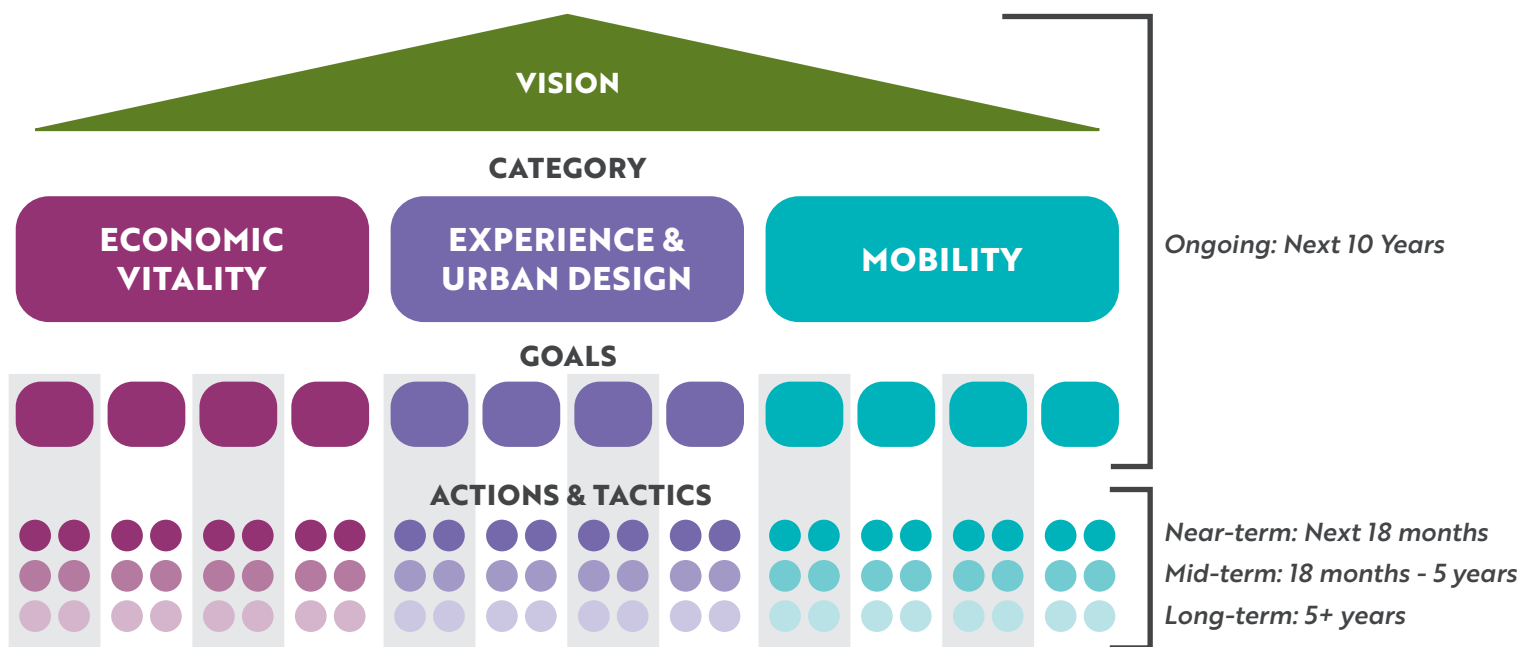
VISION

Drawing on the input from the community outreach, market assessment and review of prior plans, the consultant team worked closely with the FDBA, PMT, CAC, and elected officials to synthesize all this information into the following **vision** that forms the basis for the Action Plan recommendations described and illustrated throughout this document.

The vision for downtown is to enhance and create a downtown that is

**VIBRANT,
WALKABLE/ROLLABLE,
HISTORIC AND ADAPTABLE,
THRIVING,
WELCOMING AND INCLUSIVE,
AND ACCESSIBLE TO ALL.**

The **Action Plan** is constructed as follows. The Goals within each category are provided on the following page. The specific actions and tactics can be found in the full plan.



The team developed immediate, short- and mid-term actions for downtown physical improvements, catalyst developments, and policies to guide the FDBA and City of Flagstaff, the development community, and downtown stakeholders for the next ten-year investment cycle. Responsible parties are identified to implement each of the actions and tactics in the full plan.

ACTION PLAN

The **Action Plan** is organized into three categories, with supporting goal statements, as follows:

ECONOMIC VITALITY:

Retain downtown as one of the key engines of the Flagstaff economy

1. Guide downtown's emergence from the COVID-19 pandemic crisis
2. Bring more jobs into downtown
3. Cultivate local arts and culture as foundational to downtown
4. Bolster downtown's storefront economy
5. Create a larger, and more diverse, residential base in downtown

EXPERIENCE & URBAN DESIGN:

Downtown can prosper even more by creating a lively environment that is easily accessed by traditional visitors, but also serves downtown residents too

1. Preserve the historic character and charm of downtown
2. Direct new growth responsibly and in a way that adds to the vibrancy of downtown
3. Activate downtown in creative ways that attract locals as well as visitors
4. Enhance the downtown experience by implementing gateway features, streetscape enhancements, signage and wayfinding, and public art to create a sense of arrival and direction
5. Embrace sustainability as a core value in how downtown is managed, improved, and developed

MOBILITY:

Transportation – personal mobility, circulation and access, plus freight service and delivery

1. Enhance downtown to be more walkable
2. Improve parking management and supply
3. Improve public transit access
4. Improve bicycle access and circulation
5. Better manage curb space



CATALYTIC PROJECTS

A catalytic project is one that has the potential to have lasting positive impacts on downtown and encourage improvements around them.

Based on an assessment of downtown land, property ownership, property conditions, surrounding economic activity, and interviews with downtown citizens and stakeholders, ten catalytic projects were identified, split across two types, **Redevelopment & Parking Catalysts** and **Placemaking Catalysts**. The Redevelopment & Parking Catalysts are illustrated on the map below.

REDEVELOPMENT & PARKING

Old City Courthouse (A)

Coconino County Properties (B)

Birch Avenue Infill (C)

Eastside Gateway (D)

Cottage Avenue Infill (E)

PLACEMAKING

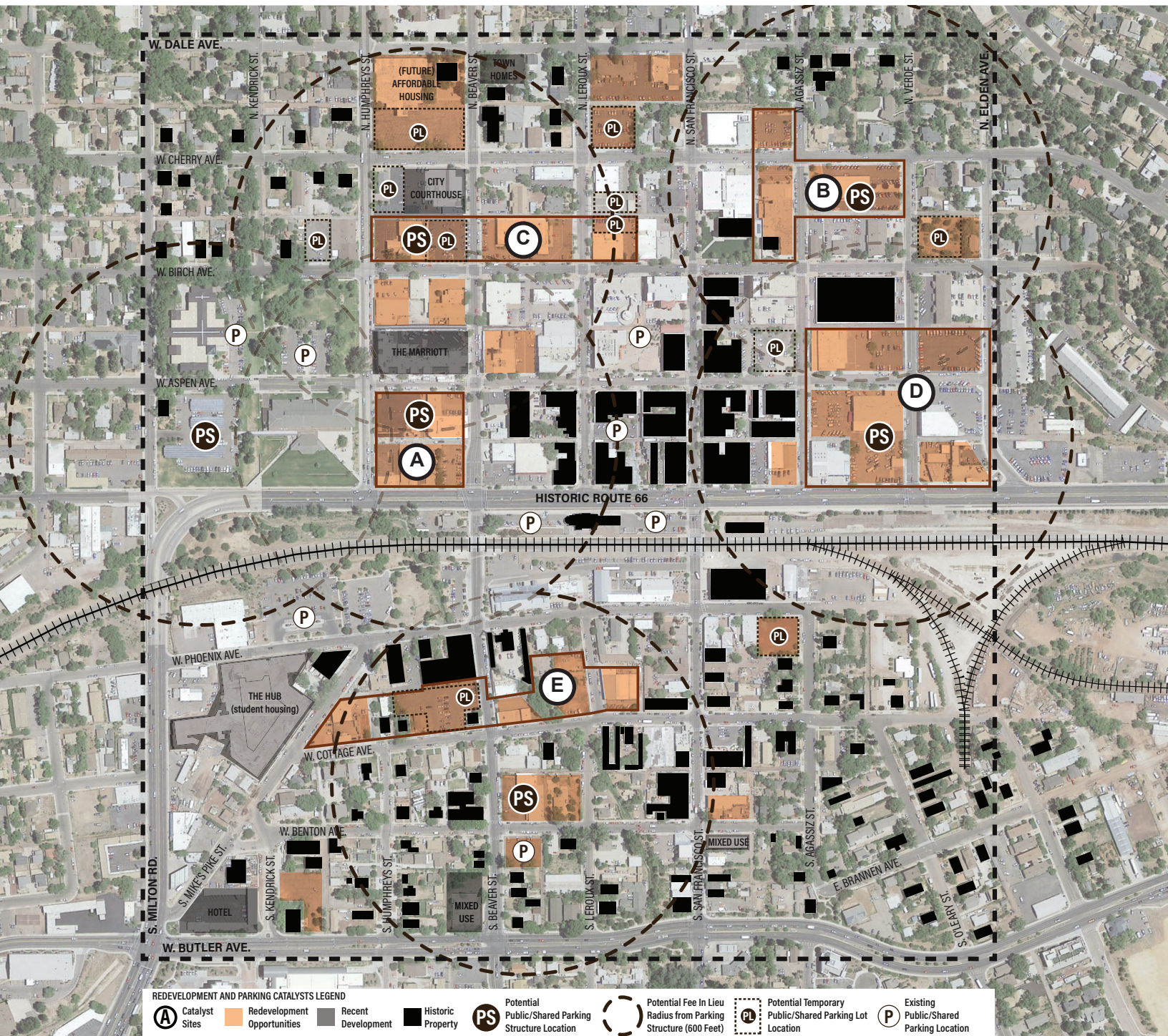
Downtown Connection Center

Leroux Festival Street

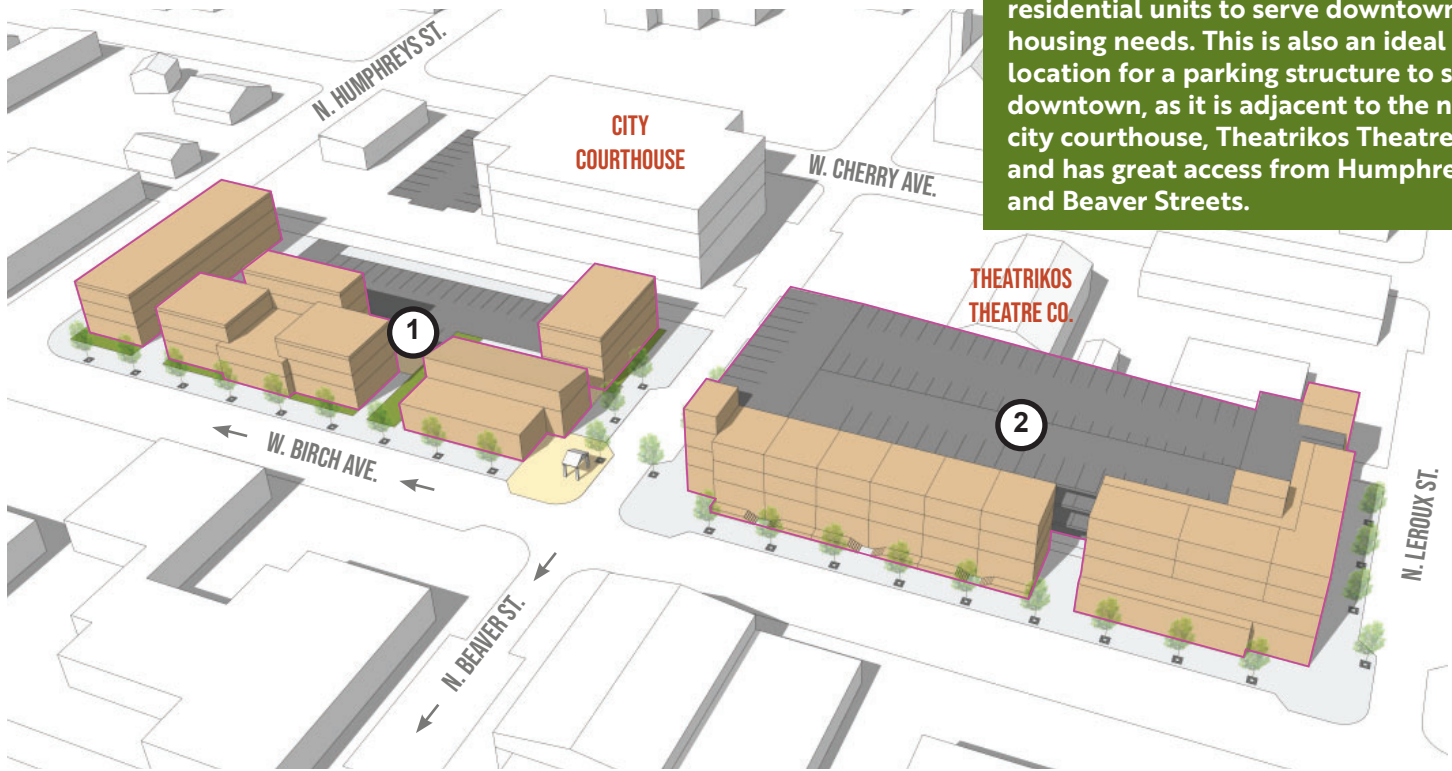
Heritage Square Activation

Alley Activation

Streetscapes, Gateways & Wayfinding



BIRCH AVENUE INFILL



This concept shows how the two banks at Birch and Beaver, with large surface parking lots, could redevelop into residential units to serve downtown housing needs. This is also an ideal location for a parking structure to serve downtown, as it is adjacent to the new city courthouse, Theatrikos Theatre Co., and has great access from Humphreys and Beaver Streets.

IMPLEMENTATION

This plan encompasses the community of Flagstaff's vision for downtown's next phase. Chapter 4 identifies short, medium, and long-term recommendations for improvements, investment, activation, and programming throughout downtown. Implementation of these varied recommendations will take dedicated leadership, staff, and revenue. This final chapter looks at how the FDBA and the City of Flagstaff can bring this plan to life and is organized into the following sections:

- » **Recommendations Sequencing:** Chapter 4 offers sequencing for all of the prior chapters' recommendations. It is critical that these be framed around COVID-19 recovery to help rebuild downtown's momentum. Recommendations are divided into near-term priorities, including quick wins, to be implemented over the next 18 months, and mid- and longer-term recommendations that are more appropriate once the pandemic is fully behind us.
- » **Modifying the Regulatory Process:** Create a clear path through regulatory processes to accommodate the types of development and public realm enhancement envisioned in the plan.
- » **Roles, Responsibilities & Partnerships:** An effective implementation model relies on teamwork and collaboration. Roles and responsibilities are identified for each recommendation. The FDBA, City of Flagstaff, Coconino County, and other partners, both public and private, will all have important roles to play moving forward.
- » **Funding Sources:** Implementation also takes resources and funding. Chapter 5 identifies funding sources – both existing and new – for the plan's different recommendations. Furthermore, it establishes a new framework for the FDBA that gives the organization adequate resources to most effectively lead, partner, and manage the evolution of Downtown's economy, experience, and environment.
- » **Measuring Progress:** To understand what is working and what needs adapting during implementation, it is important for the FDBA and the City to provide frequent updates to partners and to track progress. This section discusses how this can be done efficiently and effectively, by identifying key metrics and indicators of success.

DOWNTOWN FLAGSTAFF **VISION & ACTION PLAN**



Prepared by:



URBAN DESIGN + PLANNING
www.studioseed.org



Charlier Associates, Inc.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jessica Drum, Public Affairs Director
Date: 11/24/2020
Meeting Date: 12/08/2020



TITLE

Neighborhood Association Updates (La Plaza Vieja and Southside)

STAFF RECOMMENDED ACTION:

No recommended action, discussion only.

EXECUTIVE SUMMARY:

Representatives from the La Plaza Vieja and Southside neighborhoods will present updates to Council.

INFORMATION:

The Southside Neighborhood Association will present on the following topics:

- Neighborhood plan
- Implementation of neighborhood plan
- Murdoch center
 - Long-term lease
- Zoning
 - Allocation of funds

The La Plaza Vieja Neighborhood Association will present on the following topics:

- Parking
- Traffic Calming
- Property Maintenance Ordinance
- Code Enforcement

Attachments: Southside Presentation

The MURDOCH CENTER

Southside Community Association

Operating the Historic Murdoch Community Center

A Neighborhood Update
Flagstaff City Council

December 8, 2020

Deborah Harris, Executive Director



A large orange circle is positioned on the left side of the slide, partially cut off by the edge.

Neighborhood Updates

- 1. Accomplishments
- 2. Challenges
- 3. Opportunities





Accomplishments

1. Southside Neighborhood Plan
2. Technology Upgrades
3. Facility Improvements
4. Flagstaff Lived Black Experience CommUNITY Coalition

Challenges & Opportunities

Challenges

- Funding
- Neighborhood zoning code
- COVID-19
- Keeping neighborhood residents engaged and involved
- Securing a long term lease for the Murdoch Center

Opportunities

- Provide opportunities for board members and others to develop grant writing skills
- Partner with city council and staff to find creative ways to address southside zoning issues
- To continue to educate the community on the lived Black experience to help Flagstaff move toward a more inclusive community



Thank You Flagstaff City Council & Staff
Questions

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Trevor Henry, Project Manager
Date: 11/23/2020
Meeting Date: 12/08/2020



TITLE

Rio de Flag Flood Control Project - Update

STAFF RECOMMENDED ACTION:

Facilitate Council discussion with an update on the project.

EXECUTIVE SUMMARY:

- Staff has prepared (with help from Beta P.R.) a video interview of residents on the importance of the Rio de Flag Flood Control Project. This video will be shown at the conclusion of the December Update.
- The project plans are in the review process through the US Army Corps of Engineers. Completion of the project design is anticipated for the summer, 2021.
- The US Army Corps Engineers is anticipating a contract award in late 2021.
- The US Army Corps of Engineers is working to establish critical schedule information.
- The City continues to work on all matters of Real Estate that relate to the project and to meet the guidelines as set forth by the US Army Corps of Engineers.
- The US Army Corps of Engineers, BNSF, and the City met on November 3rd and 19th to continue discussions regarding critical project matters.
- The City and the Army Corps of Engineers met on November 13th to discuss the project details and strategize on moving the project forward with success.
- The City continues to work with our consultant to provide design details to the Army Corps of Engineers for design completion.

***Presentation will be submitted at a later date.**

INFORMATION:

Connection to Key Community Priorities and Objectives, Council Goals, Regional Plan Goals & Policies and/or Team Flagstaff Strategic Plan:

Sustainable, Innovative Infrastructure

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

Environmental Stewardship

Promote, protect & enhance a healthy, sustainable environment & its natural resources.

Council Goal 2017 – 2019 - Transportation and Other Public Infrastructure

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

Council Goal 2017 – 2019 - Environmental and Natural Resources

Actively manage and protect all environmental and natural resources

Regional Plan – Policy WR 5

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

Team Flagstaff Strategic Plan – Priority 3

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

Has There Been Previous Council Decision on This:

The Rio de Flag project has been before various City Councils for updates within the last 16 years.

Council has acted on executing the Project Cooperation Agreement between the City and the U.S. Army Corps of Engineers (2004) approving concurrent fiscal year budgets and consulting design service contracts.

City Council considered the Stormwater Fee increase as presented by staff on November 20, 2018.

City Council award of a professional services contract with Beta Public Relations, LLC on March 19, 2019, for a Public Outreach Campaign.

City Council considered and approved Change Order No. 14 to the design contract for Shephard Wesnitzer, Inc. for added work necessary to take the project design to completion.

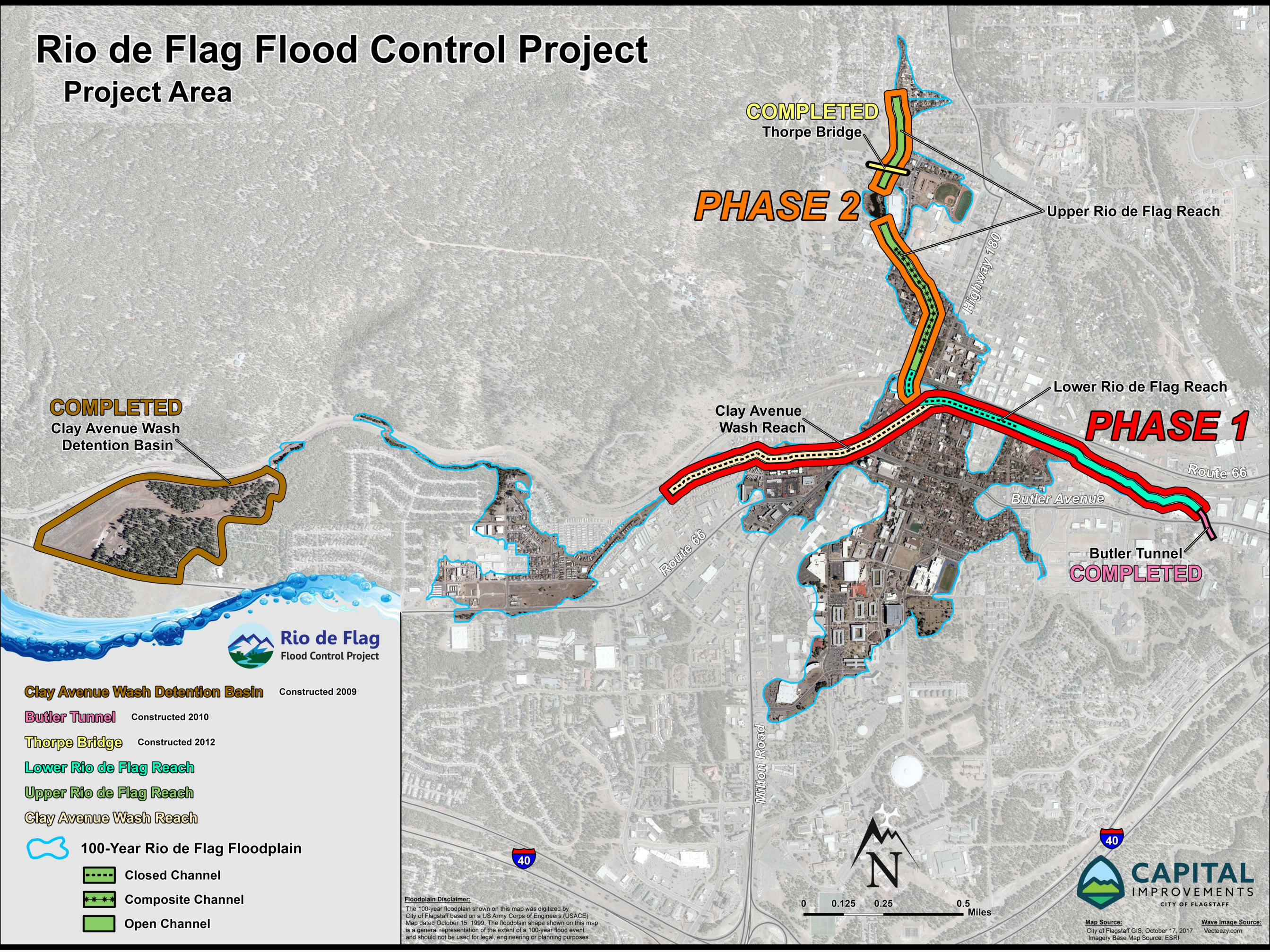
Staff has provided project updates with public outreach efforts to various City Commissions including Friends of the Rio community group.

Council provided direction on a photo simulation of the project scope for phases I and II.

Attachments: Vicinity Map
 Presentation

Rio de Flag Flood Control Project

Project Area



City of Flagstaff

Rio de Flag Flood Control
Project Update December 8, 2020





Project Update



- **Project Design**
- **BNSF Railway & US Army Corps of Engineers**
- **Public Involvement**



Project Design



USACE and City

- Continue discussions on the limits of property acquisition
- Coordination with stakeholders
 - Comment resolution with ADOT
 - Utility Accommodation Policy with BNSF Railway
 - Final drainage analysis of CBC

Franchise Utility Designs

- Franchise Utility work plans



BNSF & USACE



BNSF Railway

- November 19 – US Army Corps, BNSF, and City staff discussed project mitigation items and the real estate agreement.
- December 17 – Continue discussions on engineering details and cost estimating of the mitigation items and the Construction and Maintenance Agreement.

US Army Corps

- December 1 – Mayor Evans and Vice Mayor Shimoni hosted a meeting and tour for the LA District Commander Colonel Julie Balten and staff. Topics of discussion included:
 - Importance of the flood control project to the safety and economic security of our community.
 - Severe impacts of flooding on the Southside community.
 - The need to safeguard the overall community from future flooding.
 - BNSF Railway coordination.
 - Real estate acquisition.
 - Project schedule.



Public Involvement



Southside Community Video

- Developed by Beta Pr and Carly Banks Photography & Videography
- Highlights historical significance of the neighborhood, input from residents and community leaders, and the impacts of the annual flooding.



City Contact Information



- **Trevor Henry, Project Manager**
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- **Christine Cameron, Project Manager**
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- **Rio de Flag Flood Control Project website:**
www.riodeflagfloodcontrol.com

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Eliza Kretzmann, Beautification, Arts & Sciences Manager
Date: 11/16/2020
Meeting Date: 12/08/2020



TITLE:

Courthouse Art Piece and Process Update

DESIRED OUTCOME:

Inform Council of the selected artist and art piece for the new courthouse building downtown and the process for selection.

EXECUTIVE SUMMARY:

The new Flagstaff Municipal Courthouse is nestled in the historic downtown. On the wall facing North Beaver Street, a 27'4" x 7'4" traditional red brick framework was created for a public art piece. City staff envisioned a piece that belongs to the community as a whole, responds to the historic downtown, and has a certain gravitas and balance appropriate to a courthouse. Staff advertised a Call for Artists, listing potential materials for the artwork including lithomosaic, traditional mosaic, water or laser jet cut metal and/or porcelain enamel. The total budget for this project is \$45,000, financed through the Bed, Board and Beverage (BBB) tourism tax and protected by ordinance for purposes such as public art.

The call received eight applications, and three finalists were selected to create proposals by a selection panel consisting mainly of community members. City staff is creating artist selection panels that include more community members (particularly those impacted by the project) and experts selected for their knowledge related to specific projects. The selection panel for the courthouse artwork consisted of nine individuals: three representatives from the Court, an Ethnic Studies Professor that has written about public art from NAU, a Reverend with gallery and art experience from a nearby church, a theater director, the City's Coordinator of Indigenous Initiatives, and two representatives from the Beautification and Public Art Commission (BPAC).

The selection panel found that the first round of proposals did not have quite the gravitas they were seeking for the piece, and invited the three artist finalists to create a second round of proposals for the site. From this, the artist Marie Jones' piece, *Trees*, was selected (see presentation for visuals). The piece is cut and powder-coated metal, and contains poetry as well as striking visuals. This selection was confirmed through a formal vote by BPAC at their November 2020 meeting.

INFORMATION:

This project reflects the following Regional Plan goals:

Goal CC.5. Support and promote art, science, and education resources for all to experience. (Including: Policy CC.5.3. Encourage the integration of art into public and private development projects.)

Goal LU.11. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all.

It also reflects the following Council Goal:

COMMUNITY OUTREACH: Enhance public transparency and accessibility.

Attachments: Presentation

Courthouse Artwork Selected Concept: *Trees*

Artist Marie Jones

Beautification, Arts and Sciences
Jana Weldon





Agenda

- **Public Art Process Overview**

- Background of the Courthouse Artwork Project
- Selection Panel Review
- Directions for Artist Proposals

- ***Trees, Artist Marie Jones***

- Inspiration
- Materials
- Artists Words and Poem
- Panel and BPAC responses to date



Overview: Background

Courthouse Artwork Project

- The new Flagstaff Municipal Courthouse is nestled into the historic downtown
- The area for the artwork is on the east elevation facing Beaver Street within a traditional red brick framework





Overview



Selection Panel Review

- Jessica Cortes, Court Administrator
- Heidi Lofgren, Deputy Court Administrator
- Brent Harris, Chief Prosecutor
- Rose Toehe, Coordinator for Indigenous Initiatives, City of Flagstaff
- Chris Verrill, Executive Director, Theatrikos (across the street)
- Dr. Ricardo Guthrie, Director and Associate Professor, Ethnic Studies, NAU, Artist (at recommendation of Southside Community Association)
- Marianna Gronek, Pastor, Epiphany Episcopal Church (a block or two North)
- Anthony Garcia, BPAC Chair
- Sandra Lubarsky, BPAC Vice-Chair



Overview

Selection Panel Review

- Chose three finalists to produce proposals
- Provided key community input
- Evaluated Proposals

Direction to Finalists

- Envisioned is a pictorial artwork that will belong to the City as a whole, respond to the historic downtown, and have a certain gravitas and balance appropriate to a courthouse.
- Incorporate implicitly or explicitly community stakeholder input and learnings from site visit to create site specific work.



Overview: Community Input

Think about downtown Flagstaff. Think of walking on Beaver St. Think of walking on Cherry Ave. Imagine what kind of movie you would be in and why?

- I imagine a quiet, moving story, focused on relationships and healing and goodness. Not on grand, abstract principles, but on the power of each person to endure life's difficulties, celebrate life's beauty, and contribute to making things whole. My thinking runs along the lines of a Wendell Berry novel like "A Place on Earth."*
- I suppose it would be a Western, given the history of Flagstaff stretching back hundreds of years since European immigrants moved in, brought the railroad, and turned it into a nexus of trade for sheep, cattle, lumber, and countless other items. The indigenous communities surrounding Flagstaff and the nearby peaks have utilized this area for centuries earlier for survival, trade and religious purposes.....*
- Back to the future, because it has maintained a historic feel yet has modern amenities.*



Proposal: Inspiration

Trees

Powder-coated steel and rusted Corten steel
Flagstaff Municipal Courthouse
Marie Jones/Ideahouse

Wendell Berry's poem begins "I go among trees and sit still",
echoing an experience felt by residents and visitors alike
when we go to the forest to reflect and reset.

The perspective on the iconic Ponderosa Pines is personal,
an eye level view of the unique bark patterns we recognize,
even when abstracted as here. Rich colors glow in morning
light and soften in afternoon shadow, offering a changing
view of a scene we may sometimes take for granted.





Proposal: Materials

The top surface is 1/4", laser-cut Corten steel

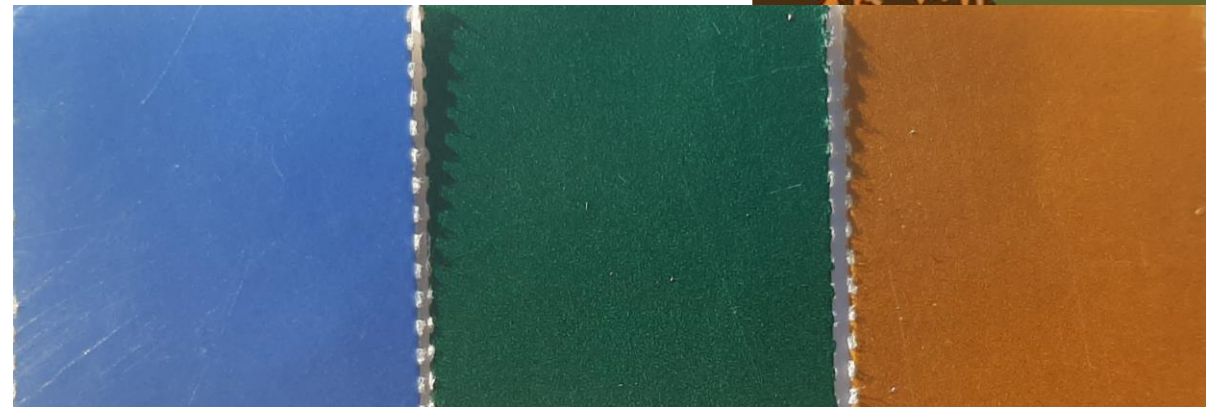




Proposal: Materials



- Coated steel panels sit behind the Corten, showing through the precision laser-cutting
- The color may have reflective properties
- Cut Corten atop of the colored metal panels creates positive relief detail and depth.









Proposal: Materials



I GO AMONG TREES AND SIT STILL,
ALL MY STIRRING BECOMES QUIET
AROUND ME LIKE CIRCLES ON WATER,
MY TASKS LIE IN THEIR PLACES
WHERE I LEFT THEM, ASLEEP LIKE CATTLE.

THEN WHAT IS AFRAID OF ME COMES
AND LIVES A WHILE IN MY SIGHT,
WHAT IT FEARS IN ME LEAVES ME,
AND THE FEAR OF ME LEAVES IT,
IT SINGS, AND I HEAR ITS SONG.

THEN WHAT I AM AFRAID OF COMES,
I LIVE FOR A WHILE IN ITS SIGHT,
WHAT I FEAR IN IT LEAVES IT,
AND THE FEAR OF IT LEAVES ME,
IT SINGS, AND I HEAR ITS SONG.

AFTER DAYS OF LABOR,
MUTE IN MY CONSTERNATIONS,
I HEAR MY SONG AT LAST,
AND I SING IT, AS WE SING,
THE DAY TURNS, THE TREES MOVE.

—WENDELL BERRY



The text is etched into the surface of the Corten, not cut through, providing a more subtle effect.





Proposal: Materials



Readable when on
adjacent sidewalk.

I GO AMONG T
ALL MY STIRRIN
AROUND ME LIK



Proposal: Words from the Artist



I Go Among Trees

We are drawn to Flagstaff for the forest. The experience of being among the pines is the subject of this piece. There are many ways to look at trees—this piece takes the human, eye-level perspective and abstracts it into patterning that reflects the feeling of moving among the pines....





Proposal: Words from the Artist



From the street, rich color peeks through rusted steel to portray an abstracted experience of being among the pines. The morning sun brightens the color, the afternoon shadow deepens it.

For the pedestrian viewer, a Wendell Berry poem etched into the rusted steel reveals itself....

I GO AMONG TREES AND SIT STILL.
ALL MY STIRRING BECOMES QUIET
AROUND ME LIKE CIRCLES ON WATER.
MY TASKS LIE IN THEIR PLACES
WHERE I LEFT THEM, ASLEEP LIKE CATTLE.

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MUTE IN MY CONSERVATIONS,
I HEAR MY SONG AT LAST,
AND USING IT, AS WE SING,
THE DAY TURNS, THE TREES MOVE.

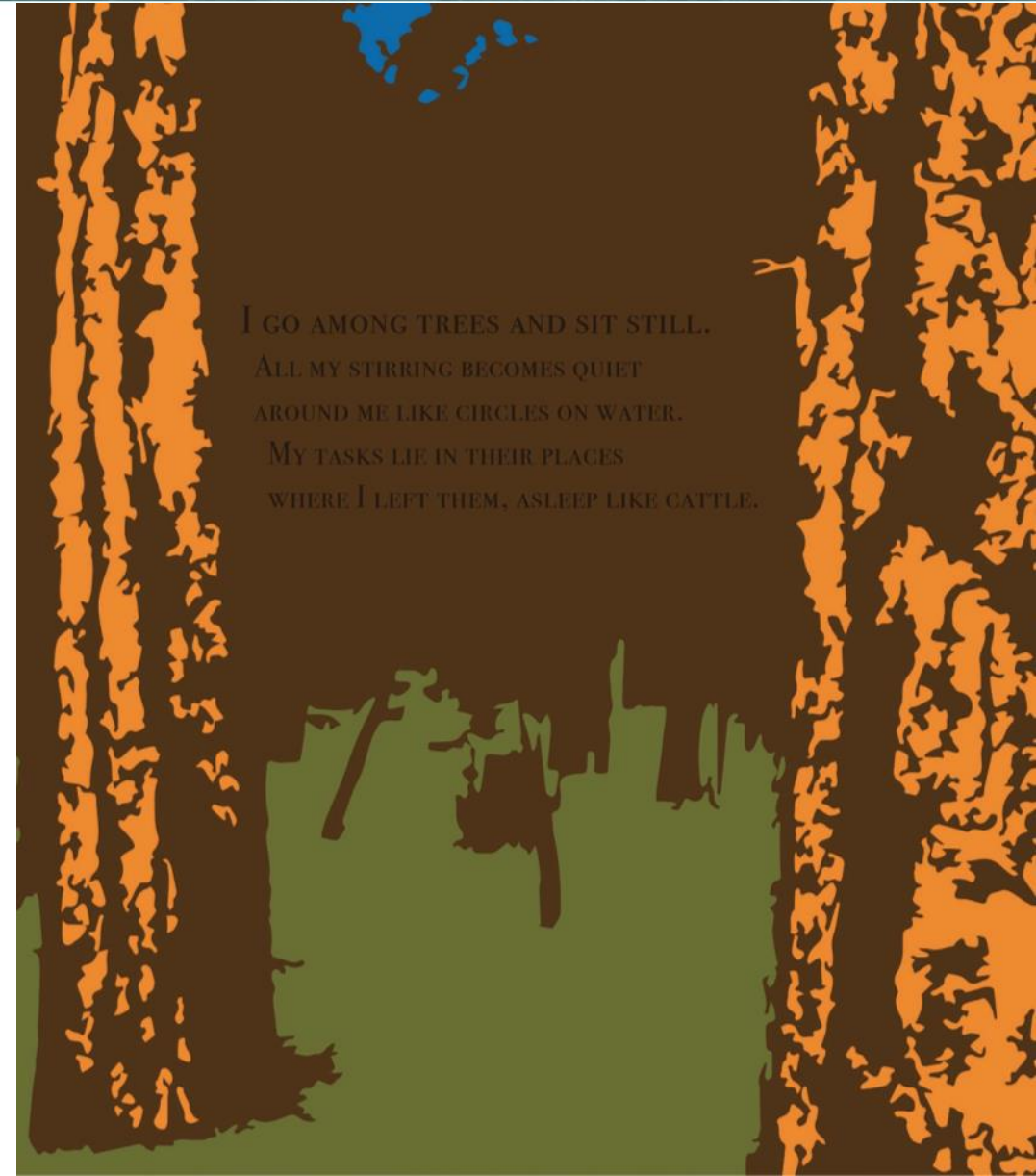
—WENDELL BERRY



Proposal: Words from the Artist, the Poem



....Though we find our own meanings in poetry, the suggestion of facing concerns and recovering personal peace is beautifully told, and possibly relevant and comforting to anyone headed to court. For those not entering but just passing by, it may simply speak to how the forest resets us after a long day or week.



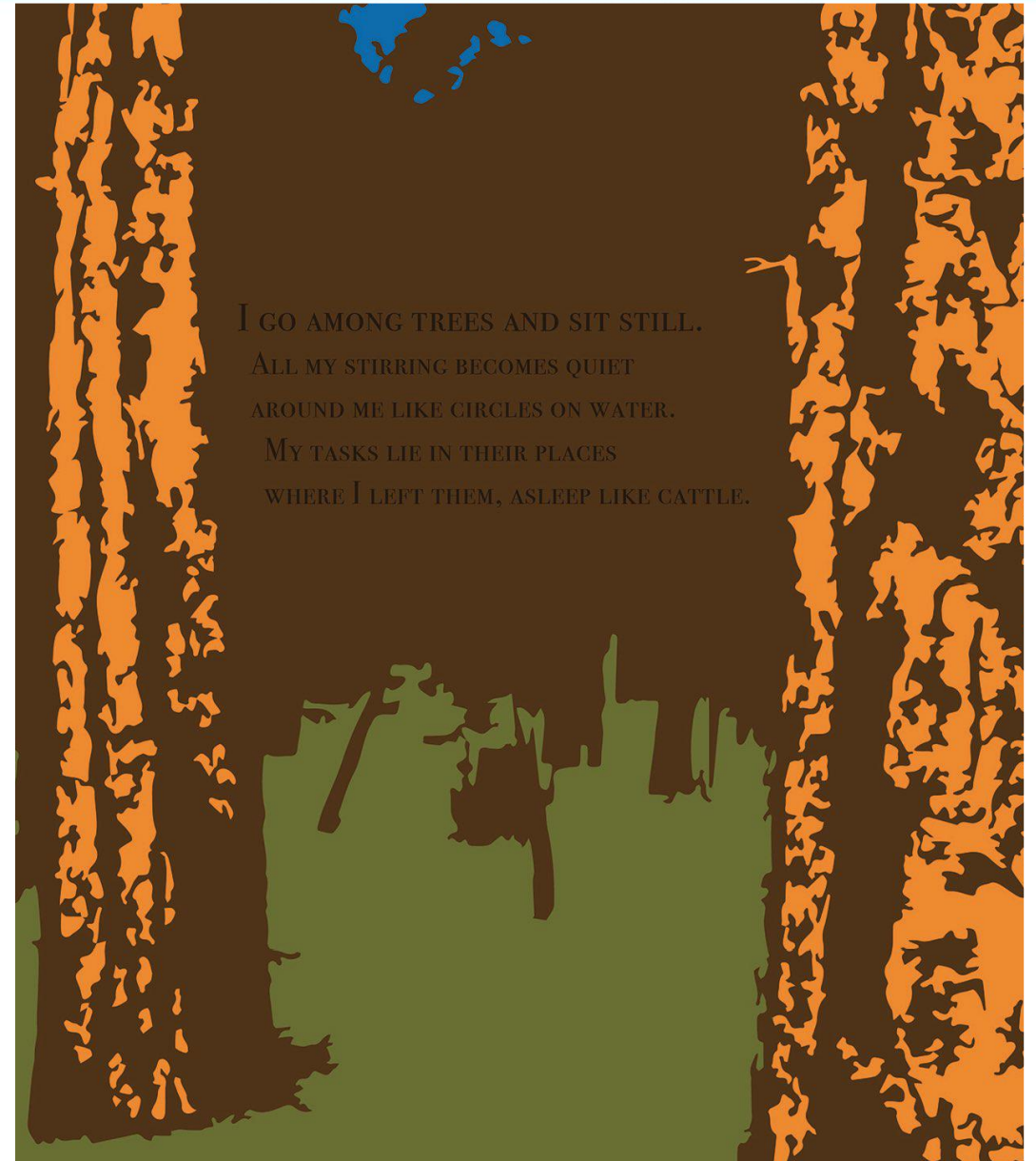
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ALL MY STIRRING BECOMES QUIET
AROUND ME LIKE CIRCLES ON WATER.
MY TASKS LIE IN THEIR PLACES
WHERE I LEFT THEM, ASLEEP LIKE CATTLE.



Proposal: Responses



- Translations
- Other poems
- Yellow metallic shimmer
- Enrich sidewalk in front of piece





Questions

Comments