

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
OCTOBER 15, 2013

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

4:00 P.M. MEETING

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

1. **CALL TO ORDER**

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **ROLL CALL**

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

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

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

MISSION STATEMENT

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

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

- A. **Consideration and Approval of Minutes:** City Council Special Work Session of September 30, 2013, and the Special Meeting (Executive Session) of October 8, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Work Session of September 30, 2013, and the Special Meeting (Executive Session) of October 8, 2013.

5. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak.

You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

None

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. CONSENT ITEMS

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

10. ROUTINE ITEMS

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

RECOMMENDED ACTION:

Staff recommends approval of the final plat, and authorize the Mayor and City Clerk to sign both the plat and City/Subdivider Agreement.

- B. Consideration and Approval of Intergovernmental Agreement/Joint Project Agreement:** City of Flagstaff Maintenance of Beulah Blvd.

RECOMMENDED ACTION:

Approve Intergovernmental Agreement (IGA) / Joint Project Agreement (JPA) with the Arizona Department of Transportation (ADOT) and Coconino County for the maintenance of Beulah Blvd. after construction of the roadway realignment to accommodate ADOT roundabouts.

- C. **Consideration and Adoption of Resolution No. 2013-28:** A resolution of the City Council of the City of Flagstaff, Arizona approving an instrument of partial release and partial re-conveyance of a vehicular, non-access easement and a landscaping buffer easement at Lot 29A Woodlands Village Unit 3.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2013-28 by title only
- 2) City Clerk reads Resolution No. 2013-28 by title only (if approved above)
- 3) Adopt Resolution No. 2013-28

- D. **Consideration and Approval of Amendments:** Flagstaff City Council Rules of Procedure.

RECOMMENDED ACTION:

Approve the proposed changes to Rule 5.01 (Order of Business [to allow Public Participation at the beginning of the 6:00 p.m. session of Regular Meetings]) and Rule 10.7 (amendments to ordinances between first and final read) of the Flagstaff City Council Rules of Procedure.

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. **ROLL CALL**

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

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

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

13. PUBLIC HEARING ITEMS

- A. Public Hearing, Consideration and Adoption of Ordinance No. 2013-21 and Resolution No. 2013-22:** An Ordinance Adopting That Certain Document Entitled "2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement," By Reference; and Thereby Amending Division 10-20.50, Amendments to the Zoning Code Text and the Zoning Map, and Division 10-80.20, Definition of Specialized Terms, Phrases and Building Functions; and a Resolution of the Council of the City of Flagstaff, Arizona, Declaring as a Public Record That Certain Document Filed with the City Clerk and Entitled "2013 Amendments To Chapter 10-20, Administration, Procedures And Enforcement."

RECOMMENDED ACTION:

- 1) Open and close the public hearing
 - 2) Read Resolution No. 2013-22 by title only
 - 3) City Clerk reads Resolution No. 2013-22 (if approved above)
 - 4) Read Ordinance No. 2013-21 for the first time by title only
 - 5) City Clerk reads Ordinance No. 2013-21 for the first time by title only
- At the November 5, 2013, Council Meeting:
- 6) Adopt Resolution No. 2013-22 declaring the "2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement" as a public record.
 - 7) Read Ordinance No. 2013-21 for the final time by title only
 - 8) City Clerk reads Ordinance No. 2013-21 by title only (if approved above)
 - 9) Adopt Ordinance No. 2013-21

- B. Public Hearing, Consideration and Adoption of Ordinance No. 2013-22:** An ordinance of the Council of the City of Flagstaff, Arizona, Amending Title 10, Zoning Code, Division 10-50.100, Sign Standards, Section 10-50.100.080, Sign Districts of Special Designation, of the Flagstaff Zoning Code by adding Section 10-50.100.080.E, Flagstaff Mall and Marketplace District.

RECOMMENDED ACTION:

- 1) Open and close the public hearing
 - 2) Read Ordinance No. 2013-22 for the first time by title only
 - 3) City Clerk reads Ordinance No. 2013-22 by title only (if approved above)
- At the November 5, 2013 Council Meeting:
- 4) Read Ordinance No. 2013-22 for the final time by title only
 - 5) City Clerk reads Ordinance No. 2013-22 by title only (if approved above)
 - 6) Adopt Ordinance No. 2013-22.

- C. Public Hearing, Consideration and Adoption of Ordinance No. 2013-23:** An ordinance amending the Flagstaff Zoning Map designation of approximately 3.15 acres of real property located at 601 East Piccadilly Drive from HC (Conditional), Highway Commercial Conditional, to HC (Conditional), Highway Commercial Conditional, by removing, modifying and replacing those conditions previously imposed.

RECOMMENDED ACTION:

- 1) Open the Public Hearing; receive public testimony; close the Public Hearing.
 - 2) Read Ordinance No. 2013-23 by title only for the first time on October 15, 2013.
 - 3) City Clerk reads Ordinance No. 2013-23 by title only for the first time (if approved above)
- At the November 5, 2013, Council Meeting:
- 4) Read Ordinance No. 2013-23 by title only for the final time
 - 5) City Clerk reads Ordinance No. 2013-23 by title only for the final time (if approved above)
 - 6) Adopt Ordinance No. 2013-23

14. REGULAR AGENDA**A. Consideration of Financial Assistance: Flagstaff Shelter Services****RECOMMENDED ACTION:**

- 1) Approve Financial Assistance for Flagstaff Shelter Services in the amount of \$_____, and authorize the City Manager to complete a contract specifying terms and conditions of funding.
- 2) Do not approve Financial Assistance for Flagstaff Shelter Services.
- 3) Provide some other direction to Staff in regards to Financial Assistance for Flagstaff Shelter Services.

B. Consideration and Approval of Agreement: With True Life Companies (TLC) D.B.A. Pine Canyon regarding a modification of an existing zoning condition and disposition of fees.**RECOMMENDED ACTION:**

Approve the Agreement between TLC PC Infrastructure, LLC and the City of Flagstaff and authorize the Mayor to sign the Agreement and any other necessary and appropriate documents; authorize staff to take other actions as needed to further Council direction.

C. Consideration and Approval of Preliminary Plat PPPL2013-0005: Miramonte Homes for Forest Springs Unit 2 subdivision, a residential townhouse subdivision with seventy (70) lots/units. The site is 15.1 acres in size and is located at 1115 North Flowing Springs Trail in the MR, Medium Density Residential zone.**RECOMMENDED ACTION:**

Approve the Preliminary Plat as recommended by the Planning and Zoning Commission.

15. DISCUSSION ITEMS**A. Regional Plan Discussion #7 - Ch. X. Transportation and Ch. XI. Cost of Development and Prefatory Language**

THIS ITEM WILL NOT BE DISCUSSED PRIOR TO 7:00 P.M.

RECOMMENDED ACTION:

Staff will present a brief background of data, public comment input, and policies for **Chapter X. Transportation and Ch. XI. Cost of Development** of the *Flagstaff Regional Plan*. Council may wish to open the discussion for public comment at this time, followed by discussion on any concerns regarding this chapter or policies to put on the 'Policy Parking Lot' list for further Council discussion, debate and decision in November and December.

16. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

17. PUBLIC PARTICIPATION

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

19. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this ____ day of _____, 2013.

Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 10/11/2013
Meeting Date: 10/15/2013



TITLE

Consideration and Approval of Minutes: City Council Special Work Session of September 30, 2013, and the Special Meeting (Executive Session) of October 8, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Work Session of September 30, 2013, and the Special Meeting (Executive Session) of October 8, 2013.

INFORMATION

Attached are copies of the minutes of the City Council Special Work Session of September 30, 2013, and the Special Meeting (Executive Session) of October 8, 2013.

Attachments: [CCSWS.09302013.Minutes](#)
[CCSMES.10082013.Minutes](#)

MINUTES

SPECIAL WORK SESSION
MONDAY, SEPTEMBER 30, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

1. **Call to Order**

Mayor Nabours called the meeting to order at 4:00 p.m.

2. **Roll Call**

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

Present:

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

Absent:

VICE MAYOR EVANS

Others present: City Manager Kevin Burke and Deputy City Attorney Sterling Solomon.

3. **Presentation on Principles of Sound Water Management - Water Policies.**

Utilities Director Brad Hill began a PowerPoint presentation on the review of the Principles of Sound Water Management Water Policies Chapter. Mr. Hill provided a brief background and history of the process to date and introduced Utilities Engineering Manager Ryan Roberts, Water Resources Manager Erin Young and Planning Director Jim Cronk.

Mr. Roberts continued the presentation.

- ▶ E – INFRASTRUCTURE
- ▶ POLICY E4 - SERVICE OUSIDE CITY LIMITS

Mayor Nabours noted that there is not a separate section in the policy for reclaimed water outside of City limits as there is for water and sewer. He suggested that a section be added for reclaimed water.

Councilmember Brewster inquired about annexation of the new W.L. Gore complex on Route 66 as they are currently receiving services from the City. Mr. Roberts explained that a portion of the complex is outside city limits and they were granted services with a pre-annexation agreement. That agreement has expired and they are now seeking services for additional buildings with another pre-annexation agreement. They are not currently receiving reclaimed water due to not having lines near their development. If

W.L. Gore wanted reclaimed water they could pay for a main extension to their site and there has not been any known conversation to that effect.

Mr. Roberts continued the presentation.

- ▶ POLICY A3.3 - RATE DESIGN
- ▶ POLICY A3.4 - RECLAIMED WATER RATES

Council inquired about water users who are planning to expand their business and if they have to apply and go through the process again. Mr. Roberts responded that if they are not asking for an additional meter then they do not have to come back to Council or Utilities; in the case of additional meters, those would have to go before Council and Utilities for approval.

Mayor Nabours asked for clarification on the adjusted rate that will be subsidized by the water rate customers. Mr. Roberts stated that the subsidy is being assigned to the water side so that the rates offset the reclaimed water price which is in direct correlation to the potable water savings. The revenue generated from the reclaimed side stays in the Utilities funds.

Council asked if the City is able to deny a hook up based on the type of use if the city has maxed out on the reclaimed water supply. Mr. Hill offered that the ability to deny the availability of water does exist and he is able to make those decisions based on current supply.

Mr. Roberts continued the presentation.

- ▶ RECLAIMED WATER MAP

Mayor Nabours indicated that Council needs to give direction on whether or not it wants to treat water and sewer the same as reclaimed water or treat them as three separate commodities and if new customers outside the City have to be annexed before they can get reclaimed water.

Councilmember Barotz asked for clarification on the policy that deals with contiguous and non-contiguous annexations. Mr. Cronk responded that the state legislature has adopted certain annexation requirements; the property is required to be contiguous to the City or a City island. In the event it is not, it is required that everyone in between them and the city also annex. It is not permitted to annex properties that are not contiguous. Mr. Burke offered that at the June meeting Council discussed the use of a pre-annexation agreement as a tool. This policy does not allow for pre-annexations unless the property is contiguous.

Councilmember Woodson offered if the City does not give someone water service outside City limits they drill a well or haul water, essentially it is the same water the City would be distributing anyways. If the City does not offer sewer outside the City limits they put in a septic system that ends up at the treatment facility. It all is connected in terms of commodity. Council needs to decide the best use and value of the resources available. To apply the rules the same way to all three could be detrimental in the future

however, there should be some consistency to being contiguous and annexed. If annexed, the customer gets a better rate and those who do not annex get a higher rate.

Councilmember Overton commented on his desire for the City to treat everyone equitably. When State law allows the City to annex it should do so; for those non-contiguous it seems a waste of time to ask them to complete a pre-annexation agreement when it is known that it will never happen due to state law.

Mr. Cronk offered that with the way the policy is written customers have to be contiguous or an island to be annexed. If not, they are offered a pre-annexation agreement but what happens is if and when the water is limited the City would continue to service outside the City but have to deny inside the City if new requests came in. It is a development issue.

Mayor Nabours asked if there should be a policy that requires water and sewer to annex contiguous requests but reclaimed water could be sold to whoever wanted to pay for the piping without annexation. A majority of Council agreed with this statement.

Mayor Nabours again suggested that a separate section needs to be devoted to reclaimed water. Council agreed that there should be a separate section for water, sewer, and reclaimed water.

Council discussed the need to make sure reclaim water customers are aware that at some points during the year reclaim water may not be available.

Mr. Hill continued the presentation

- ▶ WATER RESOURCE MANAGEMENT – RECLAIMED WATER
- ▶ WATER RECLAMATION – RECLAIMED WATER
- ▶ B4 DEFINITIONS
- ▶ POLICY B4.1
- ▶ POLICY B4.2
- ▶ POLICY B4.3
- ▶ POLICY B4.4
- ▶ POLICY B4.5
- ▶ POLICY B4.6

Mr. Burke clarified that the ability for the Utilities Director to stop issuing reclaimed agreements is already in ordinance. Mr. Hill responded that there are several new requests that are currently waiting for the supply to increase.

- ▶ POLICY B4.7
- ▶ POLICY B4.8
- ▶ POLICY B4.9
- ▶ POLICY B4.10
 - EXAMPLES OF DIRECT & INDIRECT REUSE

Councilmember Barotz offered that the City's primary responsibility is to provide water to the residents and business within City limits. It is important to show recognition of this responsibility.

Mayor Nabours asked who it is that decides the uses that take precedent within the defined priorities. Mr. Hill responded that if three customers apply, one inside city limits and two outside city limits, staff would first see if there is capacity to serve all three; if not the Utilities Director would define the priority based on water conservation and public benefit with priority going to the customer inside city limits, then first come first serve.

Councilmember Oravits requested that the language of Section A be modified to reflect the state laws that govern water conservation.

Mayor Nabours asked about the termination date of the direct delivered reclaimed water agreement. He asked, when the contract term ends and there is someone with a higher priority waiting, if the existing customer gets bumped or if they are able to renew. Mr. Hill responded that the existing customer gets priority so long as they are in good standing. Mayor Nabours suggested that it be stated somewhere in Policy B4.10.

Ms. Young continued the presentation.

- ▶ B5 - RECHARGE & RECOVERY
- ▶ POLICY B5.1
- ▶ POLICY B5.2
- ▶ C1 – WATER CONSERVATION - EDUCATION
- ▶ POLICY C1.1
- ▶ HISTORIC DRINKING WATER USE
- ▶ C2 – WATER USE RESTRICTIONS AND REGULATORY COMPLIANCE
- ▶ POLICY C2.1
- ▶ C3 - INCENTIVE PROGRAMS
- ▶ POLICY C3.1
- ▶ C4 - REGIONAL PARTICIPATION
- ▶ POLICY C4.1
- ▶ C5 - RAINWATER HARVESTING
- ▶ POLICY C5.1
- ▶ C6 - SUPPORT OF RIPARIAN AREAS
- ▶ POLICY C6.1
- ▶ C7 - DROUGHT PLANNING
- ▶ POLICY C7.1
- ▶ POLICY C7.2
- ▶ POLICY C7.3

Councilmember Oravits asked about the rebate programs and if those rebate funds are grants or if they are budgeted for in the budget process. Mr. Hill responded that Utilities Division budgets for them every year. It is an extremely popular program and the funds are usually fully expended in the first quarter.

Councilmember Brewster asked if there are any homeowners within the City limits that use reclaimed water for irrigation. Ms. Young stated that there are some, but they account for less than 1% of the reclaimed water used. The infrastructure is not available everywhere and typically those customers are right in front of the existing lines; the expense is too great to make it available to all residential customers.

Dawn Dyer, resident, addressed Council against the sale of reclaimed water outside City limits.

Mr. Hill continued the presentation.

- ▶ F - MASTER PLANNING
- ▶ REGIONAL COOPERATION AND LEADERSHIP
- ▶ G1 - COLLABORATION WITH TRIBAL GOVERNMENTS
- ▶ G2 - COLLABORATIONS WITH WATER AGENCIES AND ASSOCIATED WATER GROUPS
- ▶ POLICY G2.1
- ▶ G3 - WATER RIGHTS ACQUISITION
- ▶ POLICY G3.1
- ▶ WATER SECURITY
- ▶ H1 - WATER SUPPLY SECURITY
- ▶ POLICY H1.1
- ▶ H2 - INFRASTRUCTURE SECURITY
- ▶ POLICY H2.1
- ▶ POLICY H2.2
- ▶ H3 - DISCHARGE CONTROL FOR SANITARY AND STORMWATER SYSTEMS
- ▶ POLICY H3.1

Councilmember Brewster asked about the types of regulations the plant operators have to go through as far as security and if they are vetted to be secure. Mr. Hill responded that the operators go through EPA and Homeland Security training.

4. Adjournment

The Special Meeting of the Flagstaff City Council held September 30, 2013, adjourned at 5:58 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, OCTOBER 8, 2013, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA

1. Call to Order

Mayor Nabours called the meeting to order at 5:02 p.m.

2. Roll Call

Present:

Absent:

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

COUNCILMEMBER WOODSON

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

3. Recess into Executive Session

Mayor Nabours moved to recess into Executive Session; seconded; passed unanimously. The Flagstaff City Council recessed into Executive Session at 5:02 p.m.

4. **EXECUTIVE SESSION:**

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

i. Westcor/Macerich Settlement Agreement and Sign District.

ii. Elevation, Campus Crest, Flagstaff Senior Meadows Development/Sewer Capacity Fees and other fees

5. **ADJOURNMENT**

The Flagstaff City Council reconvened into Open Session at 5:53 p.m. at which time the Special Meeting of October 8, 2013, adjourned.

MAYOR

ATTEST:

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Neil Gullickson, Planning Development Manager
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

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

RECOMMENDED ACTION:

Staff recommends approval of the final plat, and authorize the Mayor and City Clerk to sign both the plat and City/Subdivider Agreement.

Policy Decision or Reason for Action:

Council approval of the final plat will allow the City Clerk and the Mayor to transcribe a certificate of approval upon the plat and the City Subdivider Agreement.

Subsidiary Decisions Points: None

Financial Impact:

No financial liabilities are anticipated by the approval of this final plat.

Connection to Council Goal:

Retain, expand, and diversify economic base
Zoning Code check in and analysis of process and implementation

Has There Been Previous Council Decision on This:

The City Council reviewed and approved the preliminary plat, a land exchange and affordable housing agreement at its meeting of April 16, 2013.

Options and Alternatives:

1. Approve the final plat.
2. Approve the plat subject to no conditions, add conditions, or modify the conditions.
3. Deny approval of the plat based on non-compliance with the zoning code, and/or the Flagstaff Engineering Design and Construction Standards and Specifications.

Background/History:

The applicant, Mr. David Carpenter, is requesting final plat approval to permit a six-lot single-family, attached residential subdivision on .26 acre. The site consists of a portion of lot 1 and 2, Block 17 of the Brannen Addition. Lot 1 is currently owned by the City of Flagstaff, and was obtained in the early 1960's as a result of a tax lien. The northern portion of lot 1 was subsequently used as a right-of-way for the current alignment of Butler Avenue. The balance of the lot is anticipated to be used for a bus pullout, and for this residential development.

The subdivision anticipates six single-family attached residences. Each unit is 22-feet wide and 47-feet long, and includes 2,068 sq. ft. floor area. The units are two-stories tall and include a 2-car garage at the rear of the first floor level.

Staff presented to Council a proposal to trade the unused portion of lot 1 to the developer if the developer would dedicate one of the developed lots to the City's Land Trust for Affordable Housing. In this case the developer will either directly or through a third party sell the residential building to a qualified buyer, while the City will retain ownership of the subdivision lot, and provide the buyer a long term lease for the land. The target set for affordability is a family making no more than 80% of the Area Median Income (AMI).

The contract between the City and the developer will be recorded at the same time as this plat if approved.

Community Involvement:

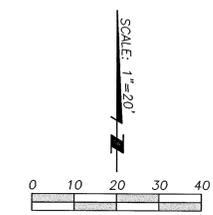
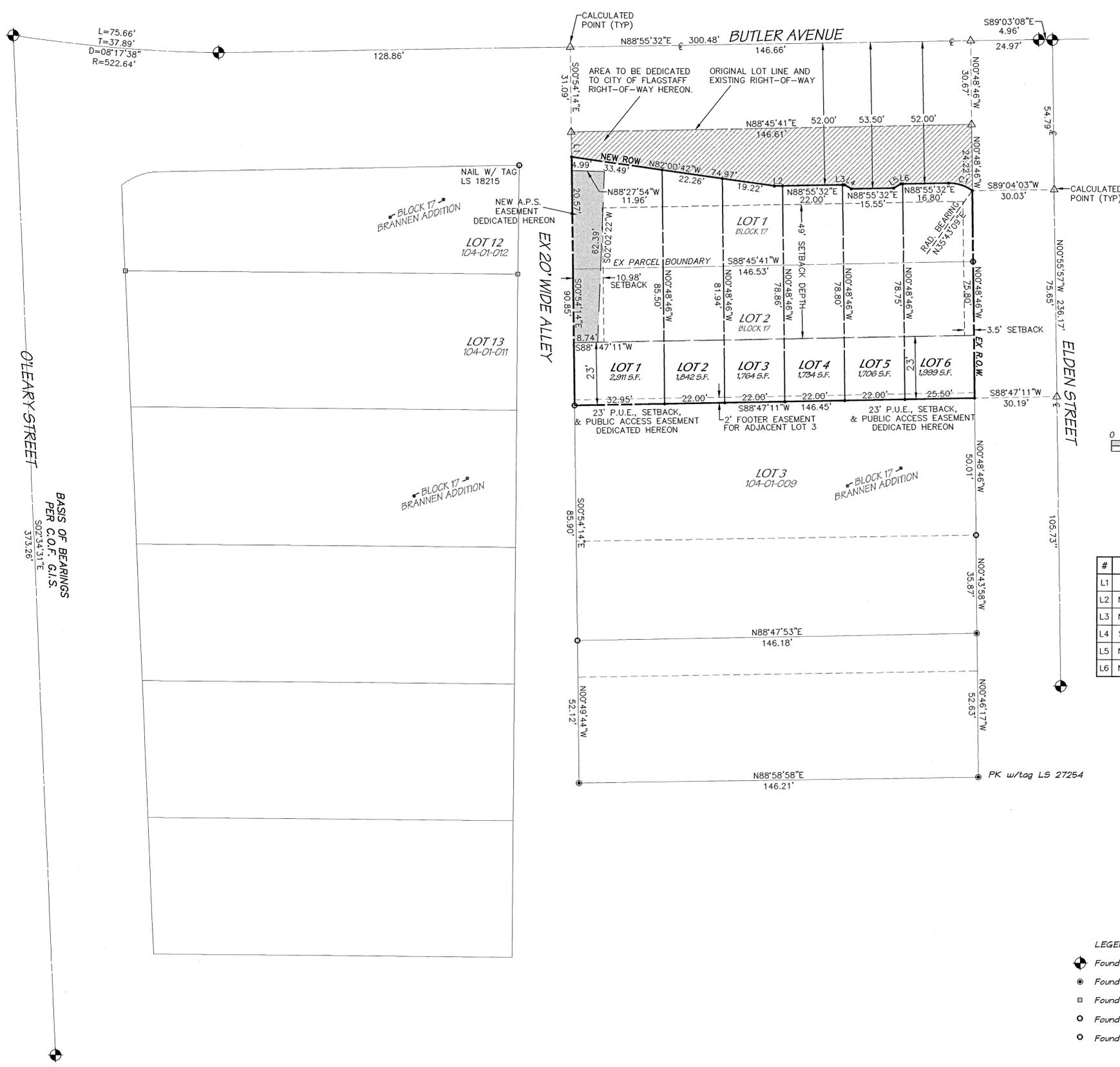
The existing site zoning allows the proposed subdivision. No public hearings are required as part of a subdivision plat review.

Attachments: [cover sheet final plat](#)
 [second page final plat](#)

FINAL PLAT FOR ELDEN TOWNHOMES

A SUBDIVISION OF LOTS 1 & 2, BLOCK 17
REVISED PLAT OF BRANNEN ADDITION
BOOK 1, PAGE 42 RECORDS OF COCONINO COUNTY
LOCATED IN THE NW 1/4 OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

9/24/13
MES# 11913
ELDEN TOWNHOMES
FINAL
PLAT



LINE DATA

#	BEARING	DISTANCE
L1	S00°54'14"E	9.10'
L2	N88°55'32"E	3.00'
L3	N88°55'32"E	0.74'
L4	S59°44'53"E	2.89'
L5	N57°57'42"E	2.92'
L6	N88°55'32"E	0.75'

CURVE DATA

#	RADIUS	LENGTH	DELTA	TANGENT
C1	14.50'	9.31'	36°47'37"	4.82'

L=75.66'
T=37.89'
D=08°17'38"
R=522.64'

BASIS OF BEARINGS
PER C.O.F. G.I.S.
S02°34'31"E
S73°26'

- LEGEND
- Found City of Flagstaff brass cap
 - Found rebar w/cap LS 27254
 - Found rebar w/cap LS 18215
 - Found 3/4" iron pipe
 - Found nail w/ tag

Mogollon
ENGINEERING & SURVEYING
411 N Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-813-0015



PROJECT NO. 11913
DATE: 9/24/13
DESIGNED BY: [Blank]
DRAWN BY: RC/PMH
CHECKED BY: KVH
REV/SIGNS: 9/23/13 C.O.F. COMMENTS
FBI SHEET-02.DWG
VERT SCALE: N/A
HOR SCALE: 1"=10'

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Erik Solberg, Public Works Director
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Consideration and Approval of Intergovernmental Agreement/Joint Project Agreement: City of Flagstaff Maintenance of Beulah Blvd.

RECOMMENDED ACTION:

Approve Intergovernmental Agreement (IGA) / Joint Project Agreement (JPA) with the Arizona Department of Transportation (ADOT) and Coconino County for the maintenance of Beulah Blvd. after construction of the roadway realignment to accommodate ADOT roundabouts.

Policy Decision or Reason for Action:

Arizona Department of Transportation plans to construct improvements at SR 89A/J.W. Powell Traffic Interchange (Airport T.I.) requiring the relocation of Beulah Blvd into Fort Tuthill Park property.

Subsidiary Decisions Points: None

Financial Impact:

No additional costs as the City currently maintains Beulah Blvd. in its current configuration.

Connection to Council Goal:

1. Repair Replace maintain infrastructure (streets & utilities).

Has There Been Previous Council Decision on This:

Yes, in July 2013, approval was given for the Transfer & Purchase agreement with ADOT for project construction.

Options and Alternatives:

1. Approve the IGA/JPA as recommended
2. Instruct staff to meet with Coconino County to discuss maintenance options

ADOT CAR No.: IGA /JPA13-0000904-I
AG Contract No.: P001-2013-001081
Project: Reconstruct TI
Section: Airport Rd JW Powell Blvd
Federal-aid No.: A89-B(002)
ADOT Project No.: H413401C
TIP/STIP No.: n/a
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
COCONINO COUNTY
AND
CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the CITY OF FLAGSTAFF, and COCONINO COUNTY, (the "CITY" and the "COUNTY"). The State and the City and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the County.
3. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
4. The purpose of this agreement is to establish State, County and City maintenance responsibilities and jurisdiction of the JW Powell TI (ADOT Project No. 89A CN 398 H4134 01C) as shown in "Maintenance Limits - Exhibit 1", located at the Airport Rd Traffic Interchange, near I-17 MP 399 at the State Route 89A Traffic Intersection near Fort Tuthill Loop Rd.
5. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Maintain the area from the splitter islands to the roundabouts and the reconstructed JW Powell Blvd including all curbs and gutters located within the area.
- b. Maintain all newly constructed sidewalks.
- c. Maintain chain link fence for the Interstate 17 ramps.
- d. Upon completion and acceptance of the project, and approval of and by Resolution by the State Transportation Board, extinguish the right-of-way easement for the old alignment on SR 89A and Beulah Blvd., as shown on Exhibit 2, preserving the exiting utility easements.

2. The City will:

- a. Maintain and permit for the reconstructed Beulah Blvd up to the splitter island after the State Transportation Board extinguishes the right-of-way easement as described in paragraph 1(d) above.
- b. Maintain the barbed wire fence from the point where decorative fence ends at the City's well site to the section line (Sta 482+00) where the new barbed wire fence will connect to the existing right-of-way fence on Beulah Boulevard (Sta 490+70) as shown on Exhibit 1.

3. The County will:

- a. Maintain JW Powell Boulevard up to the west end of the splitter island.
- b. Maintain the newly installed decorative fence along the west side of the reconstructed SR 89A and along the west side of Beulah Boulevard up to the section line at the City's well site.
- c. Maintain the decorative fence along the east side of the reconstructed Beulah Boulevard, along both sides of the JW Powell Boulevard in between the two roundabouts and along the east side of the reconstructed SR 89A.
- d. Allow the State, under the authority of this agreement, onto County owned property as illustrated on the "Maintenance Limits - Exhibit 1, of this agreement.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall be perpetual, unless assumed by another competent entity.

2. To the extent permitted by law, the County and Parties hereby agree to save and hold harmless, defend and indemnify from loss, the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of each Party's respective maintenance obligations. Costs incurred by a Party, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County and City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any Party at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and no Party shall be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518 if applicable.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation

ADOT Flagstaff District
Chuck Gillick P.E.
District Maintenance Engineer
1801 S. Milton Rd
Flagstaff, AZ 86001
928-779-7545
Email: CGillick@azdot.gov

Coconino County

Cynthia Seelhammer
County Manager
219 East Cherry
Flagstaff, AZ 86001
928-679-7144
Email:
cseelhammer@coconino.az.gov

City of Flagstaff

Kevin Burke.
City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
928-213-2680
Kburke@FlagstaffAZ.gov

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

COCONINO COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
ELIZABETH ARCHULETA
Chairwoman of the Board

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
WENDY ESCOFFIER
County Clerk

CITY OF FLAGSTAFF

By _____
GERALD W. NABOURS
Mayor

ATTEST:

By _____
ELIZABETH A. BURKE
City Clerk

ATTORNEY APPROVAL FORM FOR COCONINO COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and COCONINO COUNTY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to Coconino County, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State or the City to enter into this Agreement.

DATED this _____ day of _____, 2013.

County Attorney

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City of Flagstaff, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

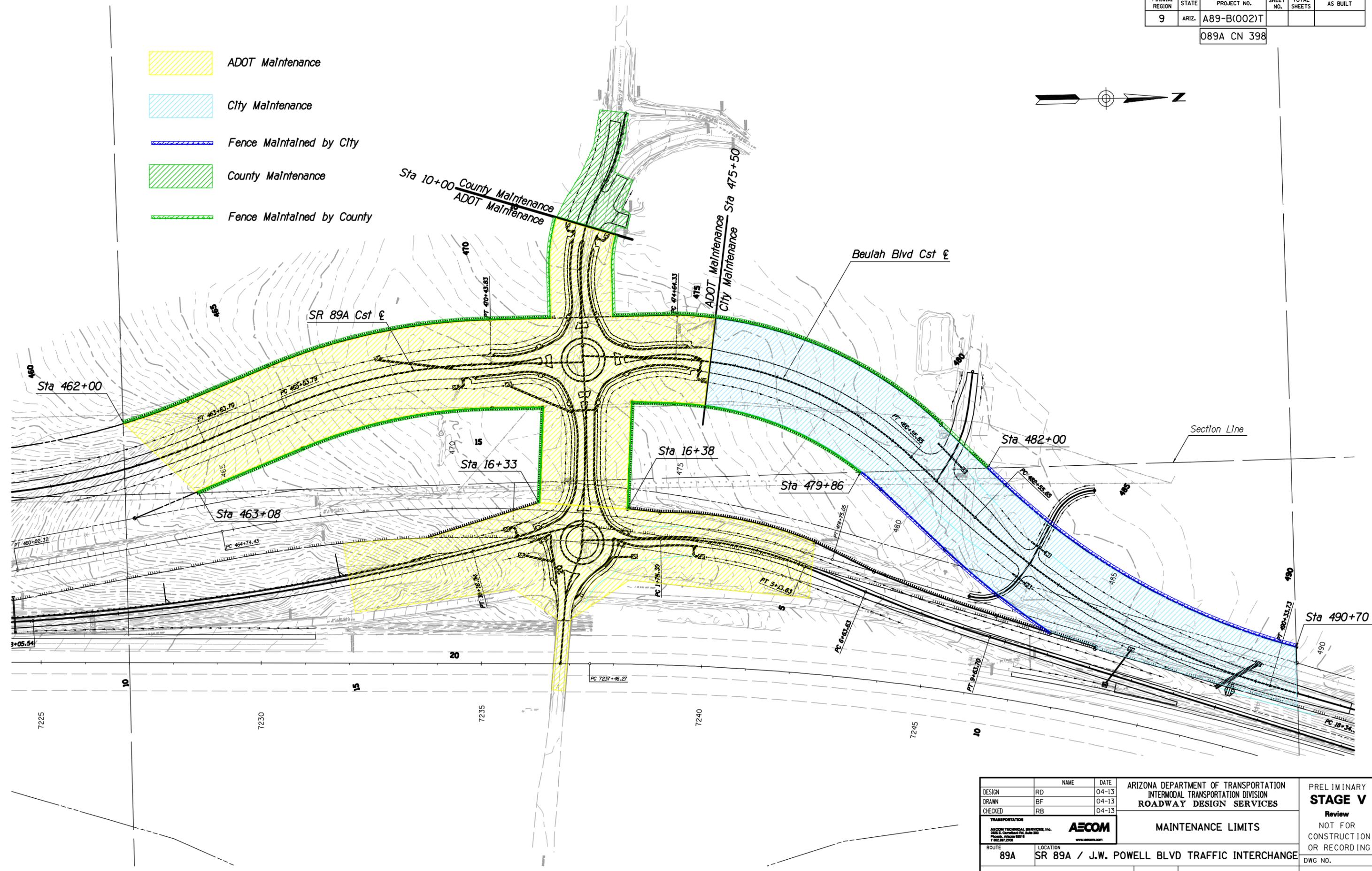
City Attorney

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	A89-B(002)T			

089A CN 398



- ADOT Maintenance
- City Maintenance
- Fence Maintained by City
- County Maintenance
- Fence Maintained by County



SURVEY NO. FINISHED PLANS- LOCATION- DATE- REVISIONS- FINISHED PLANS- LOCATION- DATE- REVISIONS- SURVEY NO.

DESIGN	RD	DATE	04-13	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES	PRELIMINARY STAGE V Review NOT FOR CONSTRUCTION OR RECORDING DWG NO.
DRAWN	BF	DATE	04-13		
CHECKED	RB	DATE	04-13		
TRANSPORTATION		AECOM		MAINTENANCE LIMITS	
ROUTE	89A	LOCATION	SR 89A / J.W. POWELL BLVD TRAFFIC INTERCHANGE		
TRACS NO.	H4134 01C			A89-B(002)T	OF

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: David McIntire, Asst. to City Manager - Real Estate
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Consideration and Adoption of Resolution No. 2013-28: A resolution of the City Council of the City of Flagstaff, Arizona approving an instrument of partial release and partial re-conveyance of a vehicular, non-access easement and a landscaping buffer easement at Lot 29A Woodlands Village Unit 3.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2013-28 by title only
- 2) City Clerk reads Resolution No. 2013-28 by title only (if approved above)
- 3) Adopt Resolution No. 2013-28

Policy Decision or Reason for Action:

This action will allow the development of the parcel by facilitating a secondary access which City of Flagstaff (City) Fire Department design guidelines require for developments of this size (160 units). The abandonment of the easement would be contingent upon the approval of a Conditional Use Permit by the Planning and Zoning Commission. Any impacts on the existing FUTS trail will be mitigated by the development.

Financial Impact:

There are no direct financial impacts to the City. The release of property rights will have a very small reduction of the City's fixed assets inventory.

Connection to Council Goal:

5. Retain, expand, and diversify economic base

Has There Been Previous Council Decision on This:

There have been no previous City Council decisions on this topic.

Options and Alternatives:

- 1) Approve the resolution allowing the abandonment of the easements and providing the ability for the developer to have a secondary access as required for his development by City of Flagstaff design guidelines.
- 2) Approve the resolution with changes.
- 3) Not approve the resolution which will prevent Chason Development from developing the site as intended.

Shorall McGoldrick Brinkmann
attorneys • phoenix • flagstaff

702 north beaver
flagstaff, az 86001
928.779.1050
fax 928.779.6252

dana h. kjellgren
dhk@smbattorneys.com

September 26, 2013

Hand Delivery

Mr. Rick Barrett
City Engineer
211 W. Aspen Avenue
Flagstaff, Arizona 86001

Re: Mountain Trail Apartments, DEV13-009 / PCPR2013-0009
Request for partial abandonment of easements

Dear Rick:

As the attorney for Chason Development, the developer of Mountain Trail Apartments, I am submitting this request under Section 11-20.160.020 of the City Code that the City abandon or vacate a portion of the one-foot non-vehicular access easements, as well as the 17.5 foot buffer yard, landscape, non-vehicular access, and slope easements on Lot 29A of Woodlands Village Unit 3, A.P.N 112-29-001C. The purpose of this request is to permit the developer to comply with Fire Department requirements for a secondary access to the proposed development.

The easements were originally imposed by the City on this parcel in 1995 on the Replat, Resubdivision of Lots 28 & 29 in Woodlands Village Unit III and Abandonment of a Portion of Highland Avenue as Shown on Woodlands Village Unit III, 1995, a copy of which is enclosed. At the time the easements were imposed, Lot 29 had ample access to West Forest Meadows Street, Highlands Boulevard, and Woodlands Village Boulevard, as the Replat indicates. In 1996, Lot 29 was split into four parcels, Lots 29A, B, C and D, and a copy of the Survey and Split of Lot 29 is enclosed. When that split occurred, Lot 29A lost access to Woodlands Village Boulevard, Highlands Boulevard (now a private way), and lost frontage on West Forest Meadows Street. City standards and regulations do not permit the developer to add a secondary access on West Forest Meadows Street, so the only alternative is an access from Highland Mesa Boulevard.

Concept Plan review has been completed for this project, and the location of the secondary access complies with staff recommendations. The legal description and survey of the area for which the request to abandon or vacate a portion of the easements, prepared by

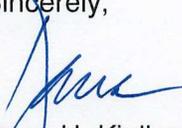
Shorall McGoldrick Brinkmann

Mr. Rick Barrett
September 26, 2013
Page 2

Mogollon Engineering and Surveying, Inc., is enclosed. The developer anticipates that the abandonment or vacation of the portion of the easements would be contingent upon approval of its conditional use permit by the Planning and Zoning Commission. The developer understands that the construction of the secondary access will affect the FUTS trail and is willing to comply with City requirements for signage regarding the access crossing the trail. If it is necessary to grant the City minor easements in connection with the adjustment of the trail, the developer is prepared to do so.

Please contact me at your earliest convenience if you have any questions regarding this request. Thank you very much for your attention to this matter.

Sincerely,



Dana H. Kjellgren
For the Firm

cc: S. Solomon, Deputy City Attorney
D. McIntire, Assistant to City Manager,
Real Estate
B. Kulina, Planning Development Manager

Enclosures (3)

EXHIBIT A

The following is a description of a parcel of land, being portion of Lot 29A of Case 7 Map 11, Coconino County Records, situate in the NE¼ of section 29, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the southwesterly corner of said Lot 29A which is a point on the east Right-of-Way of Highland Mesa Road; thence North 03°28'52" West (Basis of Bearing) along said Right-of-Way a distance of 150.62 feet to the Point of Beginning of this description;

Thence continue North 03°28'52" West along said Right-of-Way a distance of 10.04 feet to a point which is the beginning of a curve concave to the east having a radius of 273.75 feet;

Thence northerly along said curve along said Right-of-Way line a distance of 53.00 feet through a central angle of 11°05'36";

Thence South 82°25'17" East (radial) a distance of 17.50 feet to a point which is the beginning of a curve concave to the east having a radius of 256.25 feet;

Thence southerly along said curve along said Right-of-Way line a distance of 49.61 feet through a central angle of 11°05'36";

Thence South 03°28'52" East a distance of 10.04 feet;

Thence South 86°31'08" West a distance of 17.50 feet to the True Point of Beginning.

Said parcel of land contains 1,074 square feet of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

Lot 29A-Non Vehicular Access Easement Abandonment

City File Number _____

Descriptive Title _____



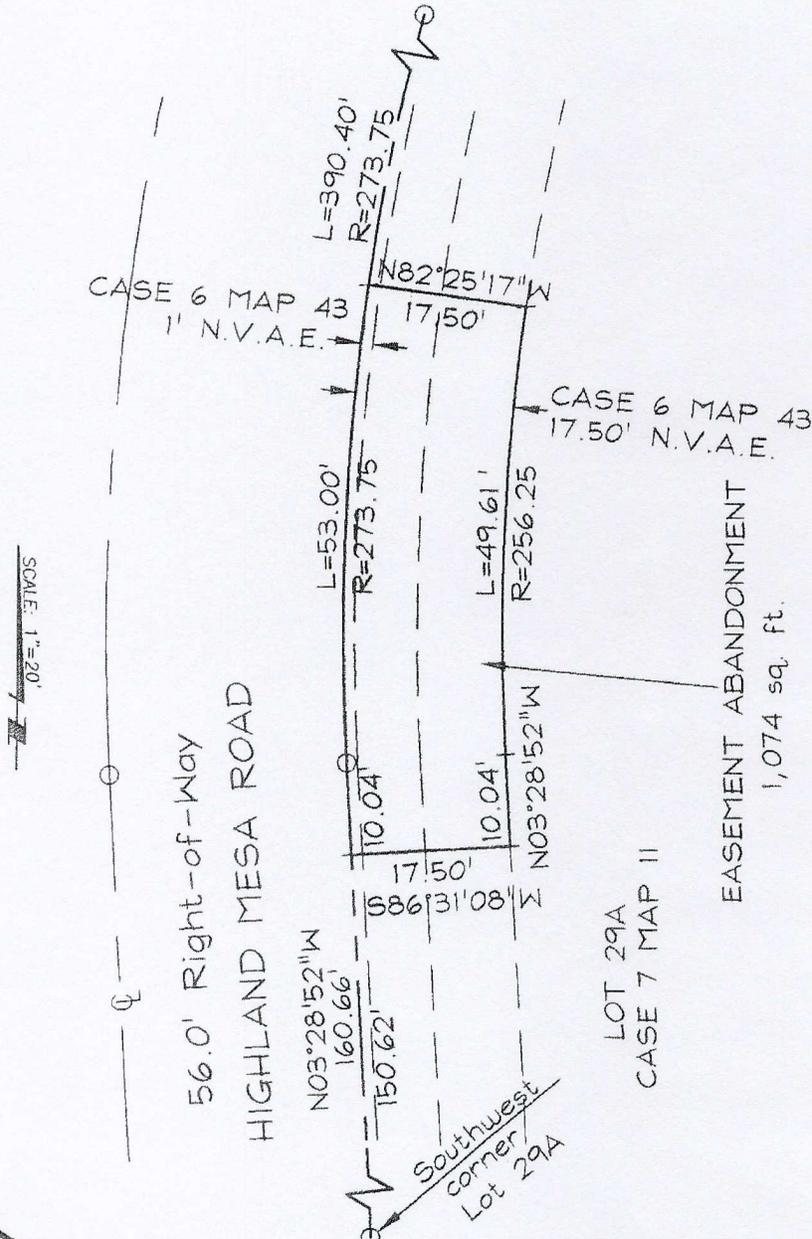
Mogollon Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

NON VEHICULAR ACCESS
EASEMENT ABANDONMENT

LOT 29A
WOODLANDS
VILLAGE UNIT 3

LOT 29A PER CASE 7 MAP 11,
A LOT SPLIT OF LOT 29 OF
REPLAT OF LOTS 28 & 29 OF
WOODLANDS VILLAGE UNIT 3,
CASE 6 MAP 43, COCONINO
COUNTY RECORDS LOCATED
IN THE NE1/4 SECTION 29, T
21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA

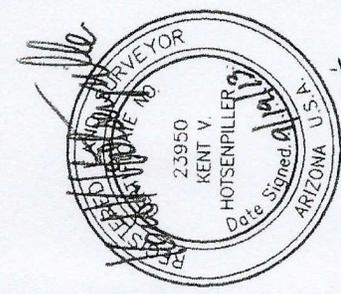


SCALE: 1"=20'

56.0' Right-of-Way
HIGHLAND MESA ROAD

LOT 29A
CASE 7 MAP 11

EASEMENT ABANDONMENT
1,074 sq. ft.



Expires on 3/31/14

Information shown hereon is from Case 7
Map 11. Information shown hereon is true
and correct to the best of my knowledge.

CITY FILE NO.

DESCRIPTIVE TITLE

HORIZONTAL SCALE: 1"=20'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12981

DATE: 9/18/13

Mogollon
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-244-0214 • Fax: 928-983-0015

EXHIBIT B
NON VEHICULAR ACCESS
EASEMENT ABANDONMENT

AGREEMENT AND RELEASE

NON VEHICULAR ACCESS, BUFFER YARD, LANDSCAPE AND SLOPE EASEMENTS

As an inducement to the City of Flagstaff to approve Resolution No. 2013-28 regarding the partial release and partial reconveyance of non vehicular access, buffer yard, landscape and slope easements, the undersigned Campus Park Flagstaff, Ltd., a Texas limited partnership, ("Owner") hereby makes certain agreements, representations, and warranties (collectively, the "Assurances") in favor of the City as follows:

- 1. Owner agrees that:
 - 1.1 Owner shall proceed entirely at Owner's own risk as to any damages, loss, difficulties, injury or other harm of any nature that Owner or any third party may now or hereafter suffer due to the release of the Easements described in Resolution No. 2013-28. Owner releases the City from any and all legal or other responsibility for any such harm.
 - 1.2 All of the Assurances run with the land in favor of the City of Flagstaff upon the property described in the Easements.
 - 1.3 The City of Flagstaff would not have approved the Resolution without the Assurances.
- 2. Owner makes the Assurances on behalf of Owner and Owner's heirs, successors and assigns, and the Assurances are binding upon all of them.
- 3. Owner warrants and represents that:
 - 3.1 Owner is the owner of the fee title to the land across which the Easements pass.

DATED this _____ day of _____, 2013.

Owner, Campus Park Flagstaff, Ltd.

 By: Internacional Realty, Inc.
 Its: General Partner
 Name: _____
 Title: _____

State of _____)
)ss
 County of _____)

This instrument was acknowledged before me this ____ day of _____, 2013, by _____.

 NOTARY PUBLIC SIGNATURE
 My commission expires _____

WHEN RECORDED, RETURN TO:

City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

**CITY OF FLAGSTAFF
PARTIAL RELEASE AND PARTIAL RECONVEYANCE OF
NON VEHICULAR ACCESS, BUFFER YARD, LANDSCAPE, AND SLOPE EASEMENTS**

The **City of Flagstaff** (“**Grantor**”), a municipal corporation, for valuable consideration, hereby releases and reconveys to **Campus Park Flagstaff, Ltd**, a Texas limited partnership (“**Grantee**”), its successors and assigns, a portion of vehicular non-access, buffer yard, landscape and slope perpetual easements across the following described real estate situated in the City of Flagstaff, State of Arizona:

**Non Vehicular Access, Buffer Yard, Landscape, and Slope Easements
As Described on the Legal Description and
As Depicted on the Sketch Attached Hereto
And Made Part Thereof**

Grantor became the owner of the above-described Easements by that certain instrument titled “Replat, Resubdivision of Lots 28 & 29 in Woodland Village Unit III,” as recorded in Case 6, Map 43, Official Records of Coconino County. Grantor hereby covenants that it is lawfully seized and possessed of this interest in land; that it has a good and lawful right to release and reconvey it; and that it will warrant the title and quiet possession thereto against the lawful claim of all persons.

DATED this _____ day of _____, 2013.

Mayor

State of Arizona)
)ss
County of Coconino)

This instrument was acknowledged before me this _____ day of _____, 2013, by Gerald W. Nabours, Mayor of the City of Flagstaff.

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC SIGNATURE

My commission expires _____

RESOLUTION No. 2013-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA, APPROVING AN INSTRUMENT OF PARTIAL RELEASE AND
PARTIAL RECONVEYANCE OF A VEHICULAR NON-ACCESS EASEMENT
ON LOT 29A, WOODLANDS VILLAGE UNIT 3**

RECITALS:

WHEREAS, Campus Park Flagstaff, Ltd., a Texas limited partnership (“Owner”), and the City of Flagstaff have entered into an Agreement and Release whereby Owner makes certain agreements, representations and warranties in exchange for a for a partial release and partial reconveyance of a portion of one-foot non-vehicular access easements, as well as the 17.5 foot buffer yard, landscape, and slope easements on Lot 29A of Woodlands Village Unit 3, A.P.N 112-29-001E, (“Easements”) granted to the City by Owner’s predecessor in interest pursuant to the 1995 “Replat, Resubdivision of Lots 28 & 29 in Woodland Village Unit III,” as recorded in Case 6, Map 43, Official Records of Coconino County, Arizona; and

WHEREAS, the portion of the Easements affected is described in Exhibit A attached hereto and made a part hereof, and entitled Partial Release and Partial Reconveyance of a Portion of Easements (“Release”); and

WHEREAS, in order to comply with City requirements for the multi-family residential development Owner’s future successor in interest has proposed, Owner will need to provide a means of entering Highland Mesa Boulevard as a secondary access, which will have to be routed over the area affected by the Easements; and

WHEREAS, the City has determined that a release and reconveyance of a portion of the Easements will not adversely affect the Flagstaff Urban Trail System; and

WHEREAS, the City desires to release and reconvey the portion of the Easements described in the Release.

ENACTMENTS:

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

SECTION 1. That the Partial Release and Partial Reconveyance of a Portion of Non Vehicular Access, Buffer Yard, Landscape, and Slope Easements on Lot 29A, Woodlands Village Unit 3, described in Exhibit A attached hereto and made a part hereof, is hereby approved.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 15th day of October, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

The following is a description of a parcel of land, being portion of Lot 29A of Case 7 Map 11, Coconino County Records, situate in the NE¼ of section 29, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the southwesterly corner of said Lot 29A which is a point on the east Right-of-Way of Highland Mesa Road; thence North 03°28'52" West (Basis of Bearing) along said Right-of-Way a distance of 150.62 feet to the Point of Beginning of this description;

Thence continue North 03°28'52" West along said Right-of-Way a distance of 10.04 feet to a point which is the beginning of a curve concave to the east having a radius of 273.75 feet;

Thence northerly along said curve along said Right-of-Way line a distance of 53.00 feet through a central angle of 11°05'36";

Thence South 82°25'17" East (radial) a distance of 17.50 feet to a point which is the beginning of a curve concave to the east having a radius of 256.25 feet;

Thence southerly along said curve along said Right-of-Way line a distance of 49.61 feet through a central angle of 11°05'36";

Thence South 03°28'52" East a distance of 10.04 feet;

Thence South 86°31'08" West a distance of 17.50 feet to the True Point of Beginning.

Said parcel of land contains 1,074 square feet of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

Lot 29A- Easement Abandonment



Expires: 2/31/15

City File Number _____

Descriptive Title _____

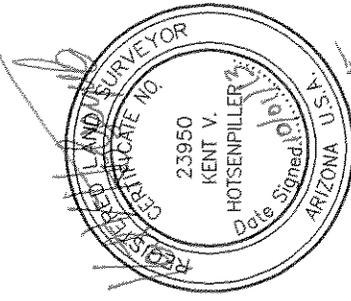
Mogollon Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

NON VEHICULAR ACCESS
EASEMENT ABANDONMENT

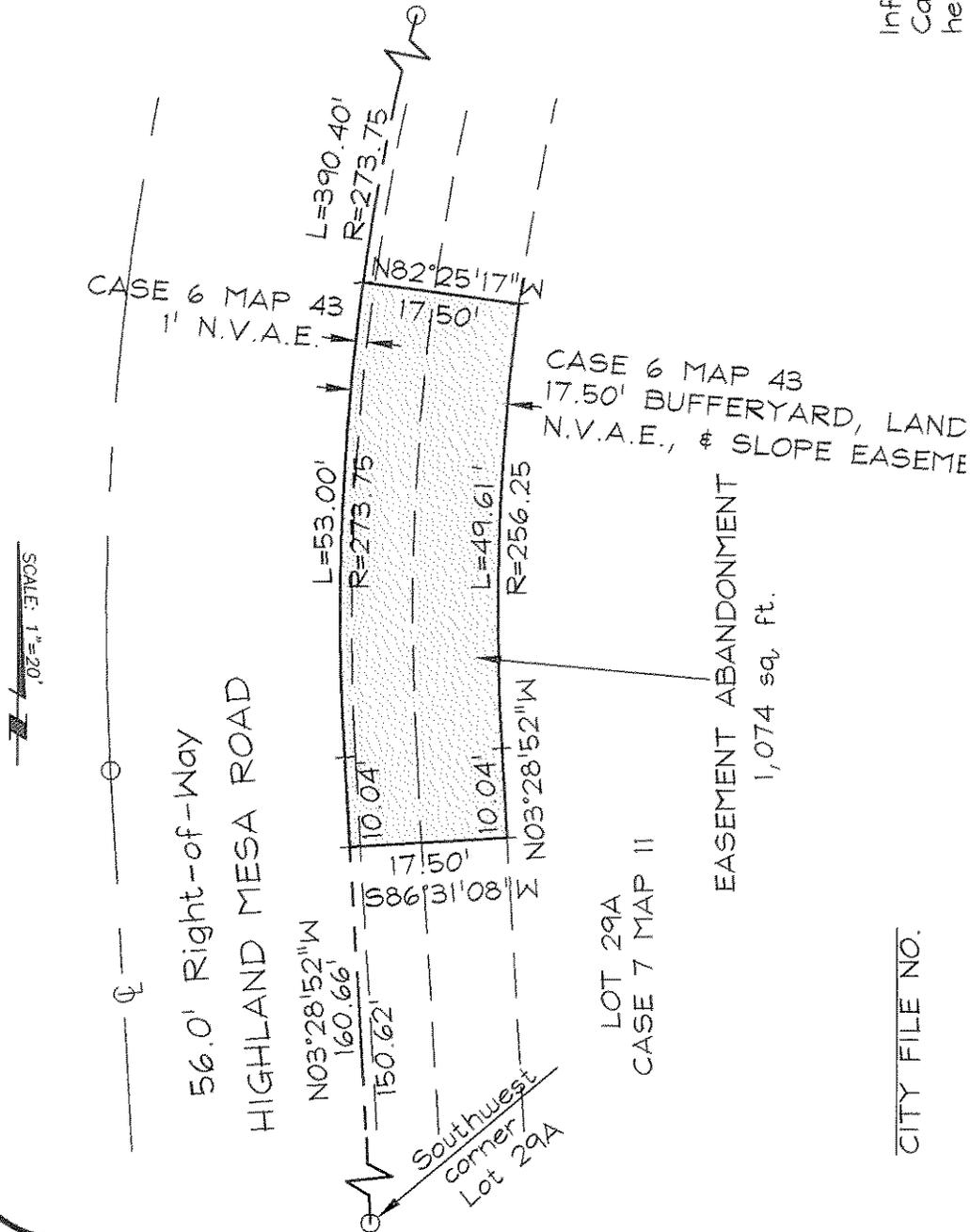
LOT 29A
WOODLANDS
VILLAGE UNIT 3

LOT 29A PER CASE 7 MAP 11,
A LOT SPLIT OF LOT 29 OF
REPLAT OF LOTS 28 & 29 OF
WOODLANDS VILLAGE UNIT 3,
CASE 6 MAP 43, COCONINO
COUNTY RECORDS LOCATED
IN THE NE1/4 SECTION 29, T
21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA



Expires on 3/31/12

Information shown hereon is from
Case 7 Map 11. Information shown
hereon is true and correct to the
best of my knowledge.



SCALE: 1"=20'

56.0' Right-of-Way
HIGHLAND MESA ROAD

LOT 29A
CASE 7 MAP 11

EASEMENT ABANDONMENT
1,074 sq. ft.

CITY FILE NO.

DESCRIPTIVE TITLE

HORIZONTAL SCALE: 1"=20'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12981

DATE: 9/18/13

Mogollon
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-714-0214 • Fax: 928-913-0015

EXHIBIT B
EASEMENT
ABANDONMENT

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Consideration and Approval of Amendments: Flagstaff City Council Rules of Procedure.

RECOMMENDED ACTION:

Approve the proposed changes to Rule 5.01 (Order of Business [to allow Public Participation at the beginning of the 6:00 p.m. session of Regular Meetings]) and Rule 10.7 (amendments to ordinances between first and final read) of the Flagstaff City Council Rules of Procedure.

Policy Decision or Reason for Action:

During the recent Council Retreat a discussion was held on proposed changes to the Council's Rules of Procedure that would allow for Public Participation at the beginning of the 6:00 p.m. portion of Regular Council Meetings, and also to permit amendments to ordinances between the first and final reads. The attached changes reflect the discussion held at that time.

Financial Impact:

None

Connection to Council Goal:

11. Effective governance

Previous Council Decision on This:

The City Council discussion potential changes to the Rules of Procedure at the end of the recent Council Retreat.

Options and Alternatives:

- 1) Approve the proposed changes
- 2) Not approve the proposed changes
- 3) Approve other changes

Background/History:

Discussion was recently held during the Council Retreat by the City Council on possible changes to the Rules of Procedure that would provide for Public Participation to be held at the beginning of the 6:00 p.m. portion of regular Council meetings. It also removes the second Public Participation at the end of the 6:00 p.m. portion of the meeting, understanding that it is the Mayor's prerogative to continue Public Participation from the beginning of the meeting to the end, if deemed necessary. Additionally, wording has been added to provide for amendments to an ordinance between the first read and final read. The attached document reflects those changes discussed.

Community Involvement:

Inform

Attachments: Proposed ROP

RULES OF PROCEDURE
for the
FLAGSTAFF CITY COUNCIL

Rule 1
GENERAL RULES

[Flagstaff City Charter Art. II, §14]

1.01 Rules of Procedure; Journal

The Council shall determine its own rules and orders of business, and shall provide for keeping a record of its proceedings. The record of proceedings shall be open to public inspection.

1.02 Written Rules, Order of Business, and Procedure

These Rules of Procedure of the Council shall be available to all interested citizens.

Rule 2
CODE OF CONDUCT & CONFLICTS OF INTEREST

2.01 Code of Conduct

City Councilmembers occupy positions of public trust. All actions and business transactions of such officials dealing in any manner with public funds shall be in compliance with all laws or ordinances establishing a code of conduct for public officials or pertaining to conflicts of interest of public officials or employees.

2.02 Participation and Voting Bar [A.R.S. §38-503]

Any Councilmember prohibited from participating or voting on any matter before the City by the state conflict of interest laws shall make known such conflict on the record of any meeting where the item is discussed, and shall not enter into discussion, debate, or vote on such matter.

Rule 3
COUNCIL MEETINGS

[Flagstaff City Charter Art. II, §12 and 13]

3.01 Regular Meetings

The City Council shall hold regular meetings on the first and third Tuesday of January, February, March, April, May, June, July, September, October, November, and December, and on the fourth Tuesday of August unless a majority of the Council decides to postpone or cancel such meeting. No change shall be made in regular meeting times or place without a published seven day notice.

Regular meetings shall consist of a 4:00 p.m. and 6:00 p.m. meeting. The 4:00 p.m. portion of the meeting will include Approval of Minutes, Appointments, Liquor License Hearings, Consent Items, and Routine Items. At the agenda review work session one week prior to the regular Council Meeting, the City Council may direct that any of the agenda items be moved to the 4:00 p.m. or 6:00 p.m. portion of the meeting. At the 4:00 p.m. meeting, the Council may vote to defer any item on that portion of the agenda to the 6:00 p.m. meeting.

The 6:00 p.m. meeting is intended for items of specific interest to the community or items that may require extended discussions, as well as advertised public hearings. The agenda shall include carryover items from the 4:00 p.m. meeting, public hearings, regular agenda items, and discussion items.

If the day fixed for any regular meeting of the Council falls upon a day which the City observes as a legal holiday, the meeting may be cancelled or held at a time and date designated by the Council. All regular meetings of the Council shall be held in the City Hall Council Chambers. No change shall be made in regular meeting times without a published seven-day notice. However, the Mayor or City Manager may change the Council meeting location to adjust to a specific need for additional space required to accommodate a large citizen turnout, upon giving the public notice of such change pursuant to notice requirements. All regular meetings of the Council shall be open to the public.

3.02 Special Meetings

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda; this notice shall be given personally, or by telephone, to each member of the Council, the City Manager, and the City Attorney, and shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, Rule 3.05 pertaining to emergency meetings shall be followed.

3.03 Work Sessions and Agenda Review

Work sessions are public meetings held for the following purposes: (1) briefing Councilmembers on items included on the Council's regular meeting agenda, (2) discussion of long range plans and programs for which no immediate action is required, (3) detailed discussion of matters which may soon be placed on a regular meeting agenda, and (4) exchange of information between the staff and Council. No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent the Council from giving staff direction on any matter under discussion. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.

The City Council may hold work sessions every second and fourth Tuesday of each month at 6:00 p.m. When there are five Tuesdays in a month, work sessions will be held on the second and fifth Tuesdays. No meetings will be held on the fourth Tuesday of a five-Tuesday month or, on the last Tuesday of December, unless otherwise agreed to by a majority of the Council.

The work session held the Tuesday prior to a regular Council meeting shall include two reviews of the action items on the next week's regular Council agenda, including a determination as to which items shall be placed on the 4:00 p.m. meeting agenda or the 6:00 p.m. portion of the meeting agenda. The preliminary review of the draft Council meeting agenda shall be placed first on the work session agenda and will have as its purpose the identification of items that the Council designates for more detailed discussion after all other work session items have been discussed. In the final agenda review that shall occur as the last regularly scheduled item on the agenda, the Council may discuss items on the next week's agenda and give direction to the City Manager as to additional information needed. Public comment need not be taken, but may be accepted at the second agenda review, at the discretion of the Chair.

No work sessions will be held during the summer break period beginning on the day following the third Tuesday in July until the fourth Tuesday of August, unless called as a special meeting as provided in Section 3.02 of these Rules.

3.04 Executive Sessions [A.R.S. §38-431.03]

The Council may meet in, or recess into, executive session for all purposes allowed by law. The City Manager shall schedule any such meetings on the second and fourth Tuesdays at 4:00 p.m., or earlier as the need arises, prior to work sessions, but an executive session may be scheduled at any other time where circumstances require more immediate action. When there are five Tuesdays in a month, executive sessions shall be held on the second and fifth Tuesday at 4:00 p.m., or earlier, as needed. An executive session may be convened at a special meeting called for that purpose on a majority vote of the members of the Council, or during a regular meeting, special session, or work session of the Council for legal advice on matters on a meeting's properly noticed agenda. Attendance at the executive session shall be limited to members of the City Council, the City Manager and City Attorney or their designees, and appropriate City staff or consultants to the City as the Council may invite or as may be required for advice or information. No formal vote involving final action shall be taken on any matter under discussion while in an executive session, except the Council may instruct its attorneys and representatives as allowed by law.

3.05 Emergency Meetings [A.R.S. §38-431.02]

In case of an actual emergency, the Council may hold a meeting, including an executive session, upon such notice as is appropriate to the circumstances, but shall post a public notice within twenty-four hours declaring that an emergency session has been held, and setting forth the agenda of specific items discussed, considered, or decided.

3.06 Minutes of Meeting [A.R.S. §38-431.01]

Except as otherwise provided by state law, there shall be minutes of all Council meetings. Such minutes shall include, but need not be limited to: (1) the date, time, and place of the

meeting; (2) the members of the City Council recorded as either present or absent; (3) a general description of the matters considered; (4) an accurate description of all legal actions proposed, discussed, or taken, and the names of members who propose each motion; and (5) the name of persons, as given, making statements or presenting material to the Council and a reference to the legal action about which they made statements or presented material. Minutes of all meetings, except executive sessions, shall be open to public inspection.

Rule 4 **THE COUNCIL AGENDA**

4.01 Procedures for Preparation of Council Agendas

All reports, communications, ordinances and resolutions, contracts or other documents, or other matters to be submitted to the Council as part of the Council meeting agenda packet shall be available to the Council, along with a staff summary by the Friday preceding the agenda review work session for the draft agenda and by the Friday preceding the regular meeting for the regular agenda. The City Manager shall review items submitted for timeliness and completeness of information and shall make a preliminary determination whether an item should be placed on the 4:00 p.m. or 6:00 p.m. portion of the regular meeting agenda.

The City Manager shall honor any request by a member of the Council to include an item on the Possible Future Agenda Items portion of the agenda. A Councilmember may submit an item for consideration at any time and the City Manager will place it in a queue with other Council requests to be placed on an agenda. The date and time of scheduling shall be weighted with other Council priority requests. The requesting Councilmember may, but is not required to, specify in a memorandum what discussion, action, or options are proposed. Public participation on an item placed in the *Possible Future Agenda Items* portion of the agenda will be limited to: 1) verbal comments taken during the public participation section(s) of the agenda; and 2) written comment cards submitted to the City Clerk. After discussion and upon agreement of three members of the Council, the item will be moved to a regularly-scheduled Council meeting.

Those items which are approved for the Council agenda by the City Manager shall be placed on the agenda in accordance with the order prescribed in Rule 5. Copies of the agenda and any background material shall be disseminated to the Mayor and the City Council in the manner prescribed by the Council; to the City Manager, the Deputy City Managers, the City Attorney, and the City Clerk; and shall be made available to the public no later than noon on the Friday preceding the Council meeting at which the agenda will be reviewed.

The agenda shall be made public in advance of the meeting by posting on the regular public posting board at City Hall and on the City's website. Such action shall be taken concurrently with the furnishing of the agenda to the City Council.

Rule 5
ORDER OF BUSINESS

5.01 Regular Meeting Agenda

The agenda for regular meetings of the City Council shall follow the following order:

4:00 P.M. MEETING

Call to Order
Roll Call
Pledge of Allegiance and Reading of the Mission Statement
Approval of Minutes of Previous Meetings
Public Participation
Proclamations and Recognitions
Appointments
Liquor License Public Hearings
Consent Items
Routine Items*
Recess

6:00 P.M. MEETING

Reconvene Regular Meeting
Roll Call
Public Participation
Carryover Items from 4:00 p.m. portion of Meeting
Public Hearing Items
Regular Agenda
Discussion Items
Possible Future Agenda Items
Public Participation
Informational Items and Reports to/from Council and Staff, and Requests for Future
Agenda Items
Adjournment

**Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.*

Consent Agenda items may be considered and acted upon by one motion, unless a Councilmember specifically requests that a consent item be considered and voted on separately. If related to a public hearing item on the agenda, ordinances or resolutions shall be placed under Public Hearings. Items requested for consideration and discussion by a Councilmember and placed in the Possible Future Agenda Items Section need not have a staff summary or staff review, but the requesting Councilmember may specify in a memorandum what discussion, action, or options are proposed. There will be no discussion of issues raised during public participation, information items and reports, or requests for future agenda items. The City Clerk shall enter into the minutes all consent items approved with one motion, and shall record separately action taken on those items considered separately.

Rule 6
PRESIDING OFFICER

[Flagstaff City Charter Art. II, §7 and §8]

6.01 Mayor as Chair

The Mayor, or in his or her absence, the Vice Mayor, shall be the Chair for all meetings of the Council.

6.02 Temporary Chair

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority of those present, a Chair for the meeting.

Rule 7
MEETING DECORUM AND ORDER

7.01 Decorum and Order among Councilmembers

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the Council. During Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules of the Council. Every Councilmember desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the question under debate and shall avoid all personal attacks and indecorous language. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be out of order, he or she shall remain silent or shall alter his or her remarks so as to comply with the Rules of the Council. Councilmembers shall confine their questions to the particular issues before the Council. If the Chair fails to act, any member may move to require him or her to enforce the Rules and the affirmative vote of the majority of the Council shall require the Chair to act.

If Council discussion of a matter exceeds one hour, each Councilmember shall limit their subsequent remarks to three minutes.

7.02 Decorum and Order among City Staff

The Chair shall have the authority to preserve decorum in meetings as far as the audience, staff members, and city employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.

7.03 Decorum and Order among Citizen Participants

Citizens attending Council meetings shall also observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks, or who becomes boisterous while addressing the Council during a Council meeting, may be removed from the room if so directed by the Chair, and such person shall be barred from further audience before the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Chair, who may direct the Sergeant-at-Arms to remove such offenders from the room. Should the Chair fail to act, any member of the Council may move to require the Chair to enforce the Rules, and the affirmative vote of the majority of the Council shall require the Chair to act. Political campaigning is prohibited. Any member of the public desiring to address the Council on any non-public hearing item may, and on any public hearing item shall be recognized by the Chair pursuant to Rule 9, shall state his or her name and city of residence in an audible tone for the record, and shall limit his or her remarks to the questions under discussion. Any remarks shall be addressed to the Chair and to any or all members of the Council.

Citizens are allowed to address the Council a maximum of three times throughout the meeting, including comments made during Public Participation. Other than Public Participation, comments shall be limited to the business at hand. Statements may not be read on behalf of another citizen; however, those citizens that are unable to attend or do not wish to speak before the Council may submit a written comment.

Rule 8 RIGHT OF APPEAL FROM THE CHAIR

8.01 Process for Appeal

Any Councilmember may appeal to the Council from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state his or her reason for the same, and the Chair may briefly explain the Chair's ruling. There shall be no debate on the appeal, and no other member shall participate in the discussion. The Chair shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

Rule 9 PUBLIC PARTICIPATION IN COUNCIL DISCUSSIONS

9.01 Non-Public Hearing Discussions

Any person wishing to speak on any matter on the agenda before the Council shall fill out a comment card and submit that card to the recording clerk, who will deliver the card to the Chair. The Chair need not accept public discussion on a non-public hearing item. If the

Chair recognizes a speaker, the Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person, at the discretion of the Chair, and statements may not be read on behalf of another citizen; however, those citizens that are unable to attend or do not wish to speak before the Council may submit a written comment. The person desiring to speak shall limit his or her remarks to the matter under discussion and shall address his or her remarks to the Chair. 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.

9.02 Public Hearings

- A. In the case of a public hearing, the Chair shall announce prior to such hearing the total time limit, if any, to be allowed for public debate, depending upon the circumstances and public attendance. The Chair shall also announce the time limits for each individual speaker (normally no more than three minutes), and that no speaker may be heard more than once.
- B. 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.
- C. Speakers may not cede any portion of their allotted time to another speaker.
- D. The order of presentation and time limits shall be as follows:
 - 1. Staff presentation (ten minute time limit, except with specific Council permission to exceed this limit).
 - 2. Applicant presentation, only upon applicant's specific request (up to ten minutes, except with specific Council permission to exceed this limit).
 - 3. Council's questions to staff and applicant.
 - 4. Public comment (three minutes for individual speakers, up to fifteen minutes for a representative of ten or more persons present at the meeting who have contributed their time to the representative),
 - 5. Applicant's response, only upon applicant's specific request (5 minutes),
 - 6. Staff's response (5 minutes),
 - 7. Council deliberation and questions to staff and applicant.
- E. This rule will not preclude questions from members of the Council to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

Rule 10 **RULES GOVERNING MOTIONS BY THE COUNCIL**

10.01 Motion to be Stated by the Chair - Withdrawal

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

10.02 Motion to Suspend Rules

Suspension of these Rules requires a majority consent of the Councilmembers present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion.

10.03 Motion to Change Order of Agenda

The Chair may, at his or her discretion, or shall, upon the majority vote of Councilmembers present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law.

10.04 Motion to Table

A motion to table is used to delay discussion on an item until later in the meeting or until the next meeting. Neither the motion to table or other business can be discussed, until a vote has been taken on the motion. If the motion is successful, no further discussion can be had without a motion to take off the table. To take a motion off the table at the same or immediately succeeding meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote.

If not revived by the adjournment of the immediately succeeding meeting, the matter is considered to be dead.

10.05 Motion to Postpone

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the item shall return for Council action at the meeting specified or in accordance with the conditions established in the postponement. A motion to postpone may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

10.06 Motion to Divide the Question

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member shall, divide the same.

10.07 Motion to Amend

On a motion to amend or "strike out and insert", the motion shall be made so that the intent of the amendment is clear to the Council and public, and for the record.

[The Council may materially amend an ordinance after the first read of that ordinance and proceed immediately to the second read and adoption. In other words, it is not necessary to proceed as though it is a new ordinance after a material change.](#)

10.08 Motion to Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

10.09 Motion to Reconsider

After the decision on any question, any member who voted with the majority may move for a reconsideration of any action at the same meeting or at the next regular meeting that occurs at least one week after the date the action was taken. In the event of a tie vote on a motion, any Councilmember may move for reconsideration at the next regular meeting of the City Council that occurs at least one week after the date the action was taken, but not thereafter. To ensure that the matter will be included on the posted agenda in conformance with the Open Meeting Law, any Councilmember who wishes to have a decision reconsidered must alert the city clerk in writing at least five (5) days, exclusive of Saturdays, Sundays, and intermediate holidays, prior to the meeting at which the motion to reconsider will be made, unless the motion to reconsider was made and seconded at a Council meeting. A motion to reconsider shall require the affirmative vote of the majority of the members present at the time of reconsideration. After a motion for reconsideration has once been acted on, no other motion for reconsideration of the same subject shall be made without unanimous consent of all Councilmembers.

After the reconsideration time period has expired, the same matter may be placed on a later Council meeting agenda under Council Possible Future Agenda Items at the request of any Councilmember. It shall require the sponsorship of three Councilmembers during Possible Future Agenda Items to be placed on a future agenda as an action item. If the matter is considered for formal action on a future meeting, the motion for or against taking an action need not be made by a member of the prevailing vote.

10.10 Motion for Roll Call Vote

Any Councilmember may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the Council. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

Rule 11 **MISCELLANEOUS PROVISIONS**

11.01 Prior Approval by Administrative Staff

Except as to matters requested by individual Councilmembers under the Possible Future Agenda Items Section of the agenda, all ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his or her authorized representative, and shall have been examined for practicality by the City Manager or his or her authorized representative.

11.02 Placement of Items on Agendas for Council Action

Pursuant to Council direction received during any Council meeting, the City Manager may present ordinances, resolutions, and other matters or subjects to the Council, and any Councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted. In addition, ordinances, resolutions and other matters or subjects requiring action by the Council may be introduced and sponsored by a member of the Council through the Possible Future Agenda Items process described in Rule 4.01.

11.03 No New Agenda Items after 10:00 p.m. except by Majority Vote.

No new agenda items shall begin after 10:00 p.m. unless approved by majority vote of the City Council. If, however, discussion on an item commences prior to 10:00 p.m., the Council may continue its deliberation or move to postpone that item. Agenda items on a Council agenda not considered will be placed on the immediately succeeding Council meeting.

11.04 Robert's Rules

Robert's Rules of Order, latest edition, shall serve as a guideline for interpretation of and supplementation for these Rules in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Flagstaff or the laws of the State of Arizona. The interpretation of these Rules and Robert's Rules shall be guided by the principles underlying Parliamentary law, that is, a careful balance of the rights of individuals and minority subgroups of the council with the will of the majority. In no case shall the strict application of a rule or procedure be interpreted to deny any individual or minority the right to participate in a debate, discussion, or vote, nor shall these rules be interpreted in such a way so as to defeat the will of the majority of the whole of the Council.

11.05 Citizen Petitions [Flagstaff City Charter Art. II, §17]

A citizen or a group of citizens may present a written petition to the City Manager, who shall present it to the Council at its next regular meeting. The Council must act on the petition within 31 days of the City Manager's presentation. Citizen petitions will first be placed on the agenda under "Possible Future Agenda Items" to determine if there is Council interest in placing the item on a future agenda for consideration. Failure to give such direction shall constitute "action" for purposes of this section.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Roger Eastman, Zoning Code Administrator
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Public Hearing, Consideration and Adoption of Ordinance No. 2013-21 and Resolution No. 2013-22: An Ordinance Adopting That Certain Document Entitled "2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement," By Reference; and Thereby Amending Division 10-20.50, Amendments to the Zoning Code Text and the Zoning Map, and Division 10-80.20, Definition of Specialized Terms, Phrases and Building Functions; and a Resolution of the Council of the City of Flagstaff, Arizona, Declaring as a Public Record That Certain Document Filed with the City Clerk and Entitled "2013 Amendments To Chapter 10-20, Administration, Procedures And Enforcement."

RECOMMENDED ACTION:

- 1) Open and close the public hearing
 - 2) Read Resolution No. 2013-22 by title only
 - 3) City Clerk reads Resolution No. 2013-22 (if approved above)
 - 4) Read Ordinance No. 2013-21 for the first time by title only
 - 5) City Clerk reads Ordinance No. 2013-21 for the first time by title only
- At the November 5, 2013, Council Meeting:
- 6) Adopt Resolution No. 2013-22 declaring the "2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement" as a public record.
 - 7) Read Ordinance No. 2013-21 for the final time by title only
 - 8) City Clerk reads Ordinance No. 2013-21 by title only (if approved above)
 - 9) Adopt Ordinance No. 2013-21

Policy Decision or Reason for Action:

The Council together with community stakeholders held a number of special work sessions from April through July 2013 to discuss the need for, and provide direction on, possible amendments to the zone change process. These amendments are now presented to the Council for review and adoption.

Financial Impact:

There is no direct financial impact to the City of Flagstaff by adopting this ordinance. However, many supporters of the proposed amendments have suggested that if they are adopted, more development supported by the Regional Plan may result.

Connection to Council Goal:

1. Zoning Code check in and analysis of the process and implementation
2. Effective governance

Has There Been Previous Council Decision on This:

Yes, in early 2013 the Council agreed to a work session with invited community stakeholders participating in the discussion. Ultimately, three special work sessions were held on April 8th, May 20th, and July 15, 2013, and specific direction to staff on an appropriate path forward was provided.

Options and Alternatives:

Please refer to the Expanded Options and Alternatives below.

Background/History:

On **April 8, 2013**, the Council held a special work session with selected members of the public to initiate a discussion on the City's current zone change process as defined in the Flagstaff Zoning Code, Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map). The stakeholders participating in the discussion with the Council included;

- Richard Bowen – ECONA ;
- David Carpenter – as chair of the Planning and Zoning Commission;
- Maury Herman – Flagstaff 40;
- Kent Hotsenpiller – local surveyor/engineer;
- Julie Pastrick – Flagstaff Chamber of Commerce;
- Keri Silvyn – representing Mr. Michael Manson, local property owner/developer;
- Don Walters – NABA and NAAR;
- Marilyn Weismann – Friends of Flagstaff's Future; and
- Nat White – interested citizen and former City councilor.

This public meeting enabled the participants to work with staff to identify issues, acknowledge many perspectives on this topic, and establish a starting point for future discussion. It concluded with the agreement that staff would bring back suggestions for a possible path forward at the next meeting.

On **May 20, 2013**, the Council held a second special work session following the same format as the April 8th meeting. Staff presented ideas on how to find a solution to the issues identified by the group, including for example:

- An introduction to the principle of a concept zoning plan;
- Clarification and redefinition of submittal requirements for zone change applications;
- A review of process diagrams for the small, medium, and large scale zoning applications;
- Introduction of a fourth category, previously named "master plans," and now called "multi-phase" projects;
- An explanation of conditional zoning;
- An explanation of a new process idea that gives a developer a choice for the process to be followed for a zone change application based on the nature of the request; and
- A brief discussion of a new idea (called "correctional zoning").

Staff also presented six options for a path forward. After some discussion a majority of the Council agreed on an appropriate path forward as described in the following paragraph.

The **July 15, 2013**, special work session concluded with the Council agreeing that the appropriate path forward would include the need to:

- Establish minimum submittal requirements to decouple details associated with site plan review from a concept zoning plan;
- Maintain the small, medium, and large scales and add a new "multi-phase" scale;
- Add a new process to give a developer choice;
- Expand the number of conditions applied to a zone change application; and
- Enable an additional public meeting hosted by the developer after final Council action and before site plan review.

Key Considerations:

When the City of Flagstaff Zoning Code was adopted in November 2011, a revised procedure was supported by the Council at that time for the City's zone change process. As noted previously, in early 2013 the Council agreed that a work session(s) on the City's zone change process were appropriate to review, discuss, and consider possible amendments to this Division of the Zoning Code. These special work sessions provided a forum for Flagstaff residents to provide their perspectives and opinions on this issue. The narrative in the "Community Benefits and Considerations" section below summarizes the pros and cons made by the participants in these work sessions, as well as comments made during the Planning and Zoning Commission's August 21st work session and September 11, 2013 public hearing.

The proposed amendments to the Zoning Code reflecting the City Council's direction on the City's zone change process are attached to Resolution No. 2013-22. New text is identified in underline, and text proposed to be deleted is shown as ~~strikeout~~. A summary of the more significant amendments that warrant an explanation is provided in the narrative below:

Chapter 10-20 Administration, Procedures, and Enforcement Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map)

10-20.50.020 Applicability

Minor revisions are proposed to this paragraph to simplify and clarify the text.

10-20.50.030 Initiation of Amendments

A. Owner Initiation

Minor revisions are proposed to this paragraph to simplify and clarify the text.

10-20.50.040 Procedures

A. Pre-application Review

Minor revisions are proposed to this paragraph to simplify and clarify the text.

B. Citizen Review

Sub-paragraph 2.b: A minor revision to this sub-paragraph clarifies that at least one of the forms of notice described in i., ii., and iii. is required, and that iv. is optional.

C. Application Requirements

Paragraph 2:

a.Small-scale Zoning Map Amendments: Minor revisions are proposed to this paragraph to clarify its intent and to introduce a concept zoning plan, if required.

b.Medium-scale Zoning Map Amendments: Amendments in this paragraph clarify the thresholds for medium-scale amendments and introduce the concept zoning plan in lieu of a concept site plan.

c.Large-scale Zoning Map Amendments: Amendments in this paragraph introduce the concept zoning plan as a submittal requirement, and text that is no longer necessary is proposed for deletion.

d.Multi-phase Scale Zoning Map Amendments: This is a new paragraph inserted to provide a new scale of Zoning Map amendments for large and often complex projects that for example, may include multiple zoning designations, multiple ownership, multiple subdivisions, and complex utility or street infrastructure issues.

D. Application Procedures – A Two-Pronged Approach: This is a new paragraph that provides an

applicant with two options when considering a zone change.

1. Direct Ordinance with a Site Plan:

This option allows a developer to submit an application for site plan review and zone change approval concurrently.

2. Authorization to Rezone with a Concept Zoning Plan:

This option is much the same as the zone change process in place today in that the zone change application is reviewed in advance of the site plan review. An important distinction, however, is that the zone change application is based on reduced submittal requirements (concept zoning plan) and the site and development details of the project are reviewed at the site plan stage of the project's review.

H. Planning Commission Public Hearing

A new sub-paragraph 2. has been added to clarify that the Planning and Zoning Commission may request additional information relevant to assist in their review of the zone change application.

I. Council Public Hearing

A new sub-paragraph 2. has been added to clarify that the City Council may request additional information relevant to assist in their review of the zone change application.

L. Ordinance Effective Date

This new paragraph clarifies and includes a state law requirement that all zone change approvals are subject to referendum and shall not become effective until 30 days after adoption of the adopting ordinance, or the date the final ordinance is available from the City Clerk, whichever is later.

N. Conditions of Approval

The amendments proposed in this section comprehensively expand the Commission and the Council's ability to impose conditions of approval on a zone change application. The purposes of conditions of approval have been expanded, and some examples of conditions of approval are included.

Chapter 10-80 Definitions

Division 10-80.20 (Definitions of Specialized Terms, Phrases, and Building Functions)

10-80.20.030 Definitions, "C."

A minor amendment is proposed to the definition of "concept plan", and a new definition for "concept zoning plan" is proposed.

10-80.20.050 Definitions, "E."

A new definition for "enhanced concept zoning plan" to be submitted with a multi-phase scale application is proposed.

Consistent with the direction provided by the Council, staff has developed revised submittal requirements in support of a concept zoning plan. The attached document reflects suggestions from a variety of City Divisions who are involved in the review of zone change applications. Additional recommendations from the Planning and Zoning Commission on submittal requirements are described later in this report.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

The amendments proposed to the City's zone change process attached to Resolution No. 2013-22 are based on direction from the Council at their last work session supported by a majority of the stakeholders who participated in the discussion with the Council. In the narrative below a brief assessment of the City's current zone change procedure compared to the proposed amendments to this section of the Zoning Code is provided using the arguments "for" or "against" made by the participants at the April 8th, May 20th and July 15th special work sessions, as well as comments made during the Planning and Zoning Commission's August 21st work session and September 11, 2013 public hearing.

Existing Zoning Code – Division 10-20.50

In general the group noted that "timing" and "uncertainty" are the two underlying issues; citizens are concerned with what will happen with the rezoning of property near them and how they may be impacted, whereas developers are concerned with the requirement for more concrete requirements at the beginning of the process, which while providing more certainty, in return provides them with less flexibility (adapted from the minutes of the April 8, 2013 work session).

- The existing zone change process is relatively untested since its adoption in November 2011 and, therefore, should be left intact.
- Requiring details up-front with the zone change application provides certainty to appointed and elected officials and Flagstaff residents.
- It is important to communicate as much detail about a project with Flagstaff residents as possible.
- The existing zone change process discourages new development and capital investment in the City because of the uncertainty of the process.
- The existing process discourages zone change applications because full knowledge of the intended use is needed to determine the zoning, and it is too costly to develop detailed site plans, floor plans, elevations, etc. when the final user may not be known.
- Flagstaff has a low inventory of land suitable for development, and the current process tends to drive development to other communities.

Proposed Amendments to Division 10-20.50

- The proposed amendments will result in "speculative rezoning" within the City.
- Flagstaff residents and property owners will not be provided with sufficient information for them to be fully informed about the proposed rezoning application, including for example, the final use of the property. Removing details from the zone change application is the antithesis to public input and will hinder the Planning and Zoning Commission's decision-making ability.
- Amendments to this division are unnecessary as the current process has not been tested sufficiently and it appears to be working.
- Speculative rezoning will be enabled by the proposed new process which will be beneficial to developers at the expense of Flagstaff residents as, for example, public participation will be reduced.
- The momentum for the proposed changes to the zone change process is coming from a small percentage of Flagstaff residents. This issue is not important to the general public.
- Concern for the amount of detail still required for impact analyses at the rezoning stage of a project given that the zone change application is based on a concept zoning plan.
- There should be more consideration given to a bulk and massing analysis as a requirement of a concept zoning plan.
- The revised zone change process decouples the details associated with site plan approval from the minimum information necessary to entitle a property through the zone change application, yet it still provides City staff, appointed and elected officials and Flagstaff residents with sufficient information to make an informed decision.
- The existing three scales of development (small, medium, and large) have been retained and a new scale for multi-phase developments has been added.
- The proposed amendments establish a new process (Direct Ordinance with Site Plan) that enables

- a developer to pursue a potentially faster approval of both site plan and rezoning applications.
- Support for the idea of enhanced conditions associated with a zone change request, especially to allow for an additional informational public meeting between a developer and surrounding neighbors.
 - Support for the amendment that clarifies that the Planning and Zoning Commission and Council may ask for additional information to assist them in their review of a rezoning application.

Community Involvement:

INFORM, CONSULT, & INVOLVE - In a work session at the beginning of the year, the Council discussed how to move forward with proposed amendments to the Zoning Code and a discussion of “policy” versus “technical” amendments ensued. The Council also supported the idea of a special work session to discuss the merits of amending the City’s zone change process with community stakeholders selected by the Council as participants in the discussion. Eventually three special work sessions were scheduled (April 8, May 20, and July 15, 2013) with active participation by the Council and invited community stakeholders. Other members of the public participated in these work sessions and provided comment to the Council when invited to do so.

Staff has also discussed the proposed amendments with, and provided frequent updates to, such organizations as Northern Arizona Builders Association, Northern Arizona Association of Realtors, Friends of Flagstaff’s Future, etc.

An 1/8 page display advertisement was printed in the August 16, 2013 Arizona Daily Sun in advance of the August 21st Planning and Zoning Commission work session, and a similar legal notice advertisement was printed in the August 23, 2013 Arizona Daily Sun at least 15 days in advance of the Planning and Zoning Commission’s September 11, 2013 public hearing and the Council’s October 15, 2013 public hearing as required by the Zoning Code.

At the August 21st Planning and Zoning Commission work session four citizens addressed the Commission, all of whom were not supportive of the proposed amendments to Division 10-20.50 of the Flagstaff Zoning Code. The commissioners also commented on the proposed amendments and provided their own perspectives.

At the Planning and Zoning Commission’s September 11, 2013 public hearing six members of the public spoke, three of whom encouraged the Commission to recommend approval of the amendments, and three who opposed the amendments. A copy of the Planning and Zoning Commission minutes for the September 11, 2013 meeting is attached with a summary of the public comments. After extensive discussion, the Commission moved to recommend that the City Council approve the proposed amendments to Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) and Division 10-80.20 (Definitions of Specialized Terms, Phrases, and Building Functions) with the inclusion of the following additional submittal requirements that would be applicable to all zone change applications, i.e. small, medium, large, and multi-phase scale projects:

- (1) a three-dimensional bulk and mass analysis/visualization of the project;
- (2) a maximum building envelope shall be defined for all proposed uses; and,
- (3) a minimum boundary of protected natural resources shall be defined based on preliminary resource calculations.

Expanded Options and Alternatives:

1. Adopt Resolution No. 2013-22 declaring that the document entitled “Amendments to Chapter 10-20, Administration, Procedures and Enforcement” be a public record
2. Do not adopt Resolution No. 2013-22 and, therefore, do not declare the proposed amendments to be a public record
3. Adopt Ordinance No. 2013-21 to amend Flagstaff Zoning Code Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) and Division 10-80.20 (Definitions of Specialized

Terms, Phrases, and Building Functions)

4. Modify and adopt Ordinance No. 2013-21 to amend Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) and Division 10-80.20 (Definitions of Specialized Terms, Phrases, and Building Functions)
5. Do not adopt Ordinance No. 2013-21 and, therefore, make no changes to the existing text in the Zoning Code regarding the zone change process.

Attachments: [Ord. 2013-21](#)
 [Res 2013-22](#)
 [Submittal Requirements](#)
 [P&Z Commission Drft Minutes 09/11/2013](#)

ORDINANCE NO. 2013-21

AN ORDINANCE ADOPTING THAT CERTAIN DOCUMENT ENTITLED “2013 AMENDMENTS TO CHAPTER 10-20, ADMINISTRATION, PROCEDURES AND ENFORCEMENT,” BY REFERENCE; AND THEREBY AMENDING DIVISION 10-20.50, AMENDMENTS TO THE ZONING CODE TEXT AND THE ZONING MAP, AND DIVISION 10-80.20, DEFINITION OF SPECIALIZED TERMS, PHRASES AND BUILDING FUNCTIONS

RECITALS:

WHEREAS, the City Council has determined that amendments to Chapter 10-20, Administration, Procedures and Enforcement, of the Flagstaff Zoning Code are necessary in order to ensure, among other things, greater flexibility and predictability in the zoning map amendment process; and

WHEREAS, the Mayor and Council have, by resolution, previously declared the “2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement” (“Proposed Amendments”) to be a public record; and

WHEREAS, special work sessions were held on April 8, 2013, May 20, 2013 and July 15, 2013, at which the City Council considered public comment, discussed various options and alternatives, and, after deliberation, directed staff to return with those changes that now comprise the Proposed Amendments; and

WHEREAS, the City Council finds that the City has complied with the notice requirements of Arizona Revised Statutes § 9-462.04.

ENACTMENTS:

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

SECTION 1. That the document entitled “2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement,” three copies of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona and previously declared by Resolution No. 2013-22 to be a public record, is hereby adopted and made a part hereof as if fully set out in this ordinance and its provisions declared to be inserted into the Zoning Code and to replace and supersede the existing relevant provisions of the Zoning Code.

SECTION 2: That the City Clerk be authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary; and that the City Clerk be authorized to make formatting changes needed for purposes of clarity and form, if required, to be consistent with Flagstaff City Code.

SECTION 3: Whenever the Flagstaff Zoning Code prohibits an act or makes or declares an act to be unlawful or an offense, or whenever in the Code the doing of any act is required, or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefore, the violation of any such provision shall be punished as follows:

Civil Penalty: Any person found responsible for violating the Flagstaff Zoning Code shall be sentenced to a fine of not less than \$100. Any person found responsible of a second violation committed within 36 months of a prior violation shall be subject to a fine of not less than \$250. Any person found responsible of a third or subsequent violation within 36 months of a prior violation shall be subject to a fine of not less than \$500.

Criminal Penalty: Any person found responsible by the Flagstaff Municipal Court for three or more civil violations of the Flagstaff Zoning Code within a 24-month period shall be deemed a habitual offender. A habitual offender who subsequently violates the Flagstaff Zoning Code shall be guilty of a class 1 misdemeanor. A class 1 misdemeanor shall be punished by a fine of not more than \$2,500.00, plus surcharges, and/or confinement in jail for not more than six months.

SECTION 4: That, if any section, subsection, sentence, clause, phrase or portion of this ordinance or any of the amendments adopted in this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by a decision of any court of competent jurisdiction, such decision shall not affect any of the remaining portions thereof.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2013-22

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA,
DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH
THE CITY CLERK AND ENTITLED "2013 AMENDMENTS TO CHAPTER 10-20,
ADMINISTRATION, PROCEDURES AND ENFORCEMENT"**

RECITALS:

WHEREAS, the City Council wishes to incorporate by reference amendments to Chapter 10-20, Administration, Procedures and Enforcement, of the Flagstaff City Code, by first declaring said amendments to be a public record; and

WHEREAS, three copies of "2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement" have been deposited in the office of the City Clerk and are available for public use and inspection.

ENACTMENTS:

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

The "2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement" attached hereto, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map

Sections:

10-20.50.010	Purpose
10-20.50.020	Applicability
10-20.50.030	Initiation of Amendments
10-20.50.040	Procedures
10-20.50.050	Appeal
10-20.50.060	Reversion of Conditional Zoning Map Amendment Approval
10-20.50.070	TNCP Zoning Map Amendments [Not included in this document – no changes proposed]

10-20.50.010 Purpose

This Division provides procedures for the amendment of the text of this Zoning Code and the Zoning Map consistent with applicable law.

10-20.50.020 Applicability

The procedures established in this Division shall apply to all proposals to change the text of this Zoning Code, ~~amend a parcel's zoning designation~~ ~~revise a zone classification~~, or a zone boundary on the Zoning Map. Amendments to the text of this Zoning Code and the Zoning Map shall ~~only~~ ~~not~~ be made ~~except~~ through the procedures described in this Division and the adoption of an amending ordinance by the Council.

10-20.50.030 Initiation of Amendments

A. Owner Initiation

1. A ~~property owner~~ ~~applicant~~ or an agent authorized ~~by the property owner~~ in writing may apply for a Zoning Map ~~amendment~~ or a text amendment ~~for a zoning regulation governing the property~~.
2. In the event that a real property owner files an application for a Zoning Map amendment that includes property other than that owned by the applicant, the applicant shall file, on a form provided by the Director, a petition in favor of the request signed by the real property owners representing at least 75 percent of the land area to be included in the application. The petition shall bear the property owners' signatures and addresses, the legal description and land area of each property represented on the petition, the total land area represented by the petition, and the total land area of individual properties included in the application.

B. Council

The Director on behalf of the Council may initiate an amendment to the text of this Zoning Code or the Zoning Map. Applications for amendments initiated by the Council shall be signed by the Director.

C. Withdrawal

An applicant may withdraw an application for an amendment to this Zoning Code or the Zoning Map at any time.

10-20.50.040 Procedures

A. Pre-application Review

An optional pre-application review with the Director is recommended for all applications ~~to amend the text of this Zoning Code or the Zoning Map in compliance consistent~~ with the procedures set forth in Section 10-20.30.040 (Pre-application Review by Director).

B. Citizen Review

All applications to amend the text of this Zoning Code or the Zoning Map shall be subject to a citizen review process. The Director may establish additional procedures for the citizen review process. The citizen review process shall, at a minimum, consist of a Neighborhood Meeting or a work session of the Planning Commission, as set forth below.

1. Zoning Map Amendments

The applicant shall schedule and conduct a Neighborhood Meeting in compliance with the procedures set forth in Section 10-20.30.060 (Neighborhood Meeting).

2. Text Amendments to this Zoning Code

a. A citizen review session shall be held at a Planning Commission work session scheduled for the consideration of any proposed text amendment in compliance with the Review Schedule on file with the Planning Section. A work session of the Heritage Preservation Commission on a request to designate property as a Landmark, Historic Property or Historic District held prior to any public hearing on the request shall satisfy the requirement for a citizen review session. Landowners and other citizens potentially affected by the proposed text amendment shall have an opportunity to comment on the proposal.

b. Notice of the citizen review session shall be given to adjacent landowners, citizens potentially affected by the proposed text amendments, and any person or group who has specifically requested notice regarding the application, in compliance with the Review Schedule on file with the Planning Section and A.R.S. § 9-462.04.A. The notice shall state the date, time, and place of the citizen review session and shall include a general explanation of the ~~substance of the~~ proposed text amendment. A copy of the notice

shall be submitted to the Director. The form of notice to be used may vary according to the type of text amendment proposed. The form of notice given may include, but is not limited to at least i., ii., or iii., as well as optionally iv.,~~the following:~~

- i. First class mail sent to each property owner, as shown on the last assessment, whose property is directly governed by the changes;
 - ii. Inclusion in utility bills or other mass mailing distributed by the City;
 - iii. Publication in a local newspaper of general circulation distributed to City residents; or
 - iv. Posting on the City website.
- c. The Planning Commission or Heritage Preservation Commission may take into account issues and concerns raised by landowners and other residents potentially affected by the proposed text amendments ~~when it considers its recommendation to the Council.~~ Prior to the Council hearing, the Planning Commission or Heritage Preservation Commission shall report on the issues and concerns raised during the citizen review session.

C. Application Requirements

1. Applications for Zoning Code text or Zoning Map amendments shall be submitted to the Director in writing on a form prescribed by the City in compliance with Section 10-20.30.020 (Application Process). The application shall include the information and materials specified in the checklist, together with the required fee established in Appendix 2 (Planning Fee Schedule).
2. The submittal requirements for applications for Zoning Map amendments vary based on the size of the development and whether an amendment to the General Plan is required, as set forth below:
 - a. **Small-scale Zoning Map Amendments**

These are applications for Zoning Map amendments for which no infrastructure analyses typically required by the *Engineering Standards* are necessary and which are determined by the Director to be consistent with the General Plan and compatible with surrounding development. These would typically include developments located on small lots or parcels, such as for example, a duplex ~~development~~. For such applications, the requirements for a site analysis and concept zoning plan may be waived, if in the opinion of the Director, they are not warranted based on the conditions in Subsections 3.b and 3.c, below.

b. Medium-scale Zoning Map Amendments

These are applications for Zoning Map amendments for developments that fall below the thresholds for large-scale Zoning Map amendments and that meet the following thresholds:

- i. Require either a minor amendment to the General Plan as defined in City Code Title 11, Planning Documents, Section 11-10.20.020 (Major Plan Amendments and New Elements); and/or
- ii. Require for which infrastructure analyses in accordance with as required by the *Engineering Standards* ~~are necessary.~~

~~b.~~ For such applications, the minimum submittal requirements for a concept zoning plan are required including a development agreement (See Section 10-20.40.060 (Development Agreements) when needed to define applicant/City obligations for such elements as offsite infrastructure improvements, affordable housing, or open space.

c. Large-scale Zoning Map Amendments

These are applications for Zoning Map amendments that meet the following thresholds:

- i. Include residential developments over 100 units, or all commercial developments over 50,000 sq. ft. or 15 acres, or all industrial and research and development uses over 150,000 sq. ft. or 20 acres; or
- ii. Require a major amendment to the General Plan as defined in Section 11-10.20.020 (Major Plan Amendments and New Elements).

For such applications, the minimum submittal requirements for a concept zoning plan are required, as well as infrastructure analyses as required by the *Engineering Standards* ~~and additional information to be provided in a report or on a site plan or additional plans so that the proposal can be comprehensively assessed, including but not limited to a site plan showing building footprints, circulation and parking areas, internal and external circulation (including vehicle access points and preliminary plans for modifications to existing right-of-way), open space and park areas; resource calculations; more refined architectural elevations; more precise calculations of lot coverage, Floor Area Ratio, or building height; and, an Illustrative Plan.~~ In addition a development agreement (See Section 10-20.40.060 (Development Agreements)) is required to define applicant/City obligations such as offsite infrastructure improvements, affordable housing, or ~~and~~ open space.

d. Multi-phase Scale Zoning Map Amendments

These are applications for Zoning Map amendments for very large projects that meet the following thresholds:

i. Are complex in terms of their associated development issues; involve the future subdivision of land and the potential for multiple land developers; include multiple land use types; include multiple Zone designations; involve complex utility infrastructure issues; and, will require the design and layout of an internal street network to connect to existing streets; or

~~iii~~-ii. Require a major amendment to the General Plan as defined in Section 11-10.20.020 (Major Plan Amendments and New Elements).

For such applications, the minimum submittal requirements for an enhanced concept zoning plan are required which includes the additional information described in the checklist.

3. The Director may request any other information that is relevant to assist in the review of a Zoning Code text or Zoning Map amendment. The Director's decision to require additional information to assist the Planning Commission and Council in their review of the Zoning Code text or Zoning Map amendment shall be based on whether any of the following apply:
 - a. The need to ensure that any General Plan policies and requirements that may be specific to the subject property are addressed either in a written report or on submitted plans;
 - b. The proposed development anticipated in compliance with the requested zoning designation while consistent with the General Plan Land Use Map may not be generally compatible with surrounding uses and neighborhoods based on the size, height, scale, mass and proportion of the proposed development (therefore a 3-dimensional bulk and mass analysis may be required); or
 - c. The subject property is encumbered with natural resources such as floodplains, forests, and steep slopes, and compliance with the Resource Protection Overlay (See Division 10-50.90 (Resource Protection Standards)) is required.
4. The Director may waive the requirements for any of the information required in Subsection C if it is determined that such information is not necessary in order to complete a review of the requested Zoning Map amendment.
5. An applicant may submit additional detail and more information than the minimum required in Subsection C.

D. Application Procedures - A Two-Pronged Approach

An applicant requesting an amendment to the Zoning Map regardless of the scale of the project as defined in Section 10-20.50.040.C.2 may elect to pursue either one of the two approaches described below:

D-1. **Direct Ordinance with a Site Plan**

The **Direct Ordinance with a Site Plan** process, illustrated in Figure A, provides an applicant with a shorter approval process with fewer steps. This process enables an applicant to submit fully developed site plans with all supporting information required for Site Plan Review and Approval (Section 10-20.40.140) concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant may proceed directly to construction plan and building permit review (Section 10-20.40.030 (Building Permits and Certificates of Occupancy), and no additional site plan review is required. However, if the Council adds conditions of approval that require substantial amendments to the site plan, as determined by the Director, then a revised application shall be submitted for Site Plan Review and Approval (Section 10-20.40.140) prior to building permit review and approval.

2. **Authorization to Rezone with a Concept Zoning Plan**

The **Authorization to Rezone with a Concept Zoning Plan** process illustrated in Figure B, decouples a Zoning Map Amendment application from an application for site plan review and approval. In this case, a concept zoning plan would be developed and submitted in support of the zone change request, and assuming Council approval of the Zoning Map amendment, then a complete site plan application would be submitted at a later time in accordance with the requirements of Section 10-20.40.140 (Site Plan Review and Approval).

E. Staff Review

1. An application for a text amendment to this Zoning Code or an amendment to the Zoning Map shall be submitted to the Director and shall be reviewed and a recommendation prepared in compliance with the Review Schedule on file with the Planning Section.
2. The Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The staff report shall include the following:
 - a. An evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans;
 - b. A recommendation on the amendment and the grounds for the recommendation based on the standards and purposes of the zones set forth in Division 10-40.20 (Establishment of Zones); and
 - c. A recommendation on whether the text amendment or Zoning Map amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

3. A copy of the staff report shall be made available to the public and any applicant prior to the public hearing.

F. Findings for Reviewing Proposed Zoning Map Amendments and Text Amendments

1. An amendment to the Zoning Map or the text of this Zoning Code may be approved only if all of the following findings are made, as applicable to the type of amendment:
 - a. Findings for Zoning Map Amendments:
 - i. The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
 - ii. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and
 - iii. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access, public services, and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.
 - b. Findings for Text Amendments:
 - i. The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
 - ii. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and
 - iii. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
2. If the application is not consistent with and does not conform to the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in City Code Title 11, Chapter 11-10 (General Plans) prior to considering the proposed amendment. The Director shall determine if a General Plan (or other applicable specific plan) amendment is required and whether the amendment would be a minor or major plan amendment,

based upon the criteria set forth in Section 11-10.20.020 (Major Plan Amendments and New Elements).

3. An application for a major amendment to the General Plan and a Zoning Map amendment for the same development site/application will not be considered at the same time. If it is determined that a major amendment to the General Plan is required, then the application for a Zoning Map amendment shall wait until the major plan amendment has been approved.
4. An amendment to the General Plan map that is determined to be minor may be considered and heard at the same time as the application for a Zoning Map amendment.

G. Notification

Public notification of an amendment to the text of this Zoning Code or the Zoning Map shall be provided in compliance with Section 10-20.30.080 (Notice of Public Hearings). When the proposed amendment involves land that abuts unincorporated areas of Coconino County, the Director shall send a copy of the notice of public hearing to the planning agency of Coconino County.

H. Planning Commission Public Hearing

1. If the Director determines that the requested Zoning Map amendment would not require a General Plan (or other applicable Specific Plan) amendment, the Director shall give notice and the Planning Commission shall conduct a public hearing on the application.
2. The Planning Commission may request additional information that is relevant to assist in the review of a Zoning Code text or Zoning Map amendment subject to the criteria established in Subsection 10-20.50.040.D.2.

H.I. Action by the Planning Commission

The Planning Commission shall render its decision in the form of a written recommendation to the Council. The recommendation shall include the reasons for the recommendation (Refer to Section 10-20.30.090 (Findings Required)). The Planning Commission may recommend approval, approval with modifications and/or conditions, or denial of the proposed amendment. If the Planning Commission fails to make a recommendation to the Council within 30 days after closing the public hearing, the Planning Commission shall be deemed to have recommended denial and the application shall be scheduled for public hearing and action by the Council.

I. Council Public Hearing

1. Upon receipt of a recommendation from the Planning Commission, the Council shall conduct a public hearing and take action on any application to amend the text of this Zoning Code or the Zoning Map.

The Council may refer the application back to the Planning Commission for further study and a revised recommendation.

~~I.2.~~ The Council may request additional information that is relevant to assist in the review of a Zoning Code text or Zoning Map amendment subject to the criteria established in Subsection 10-20.50.040.D.2.

K. Council Action

The Council shall review the proposed amendment or Zoning Map amendment and the recommendations of the Planning Commission and Director, and shall grant or deny the application.

J.L. Ordinance Effective Date

An ordinance granting a Zoning Map amendment is, by state statute, subject to referendum and shall not become effective until 30 days after the date of adoption or the date the final ordinance is available from the City Clerk, whichever is later. The effective date of the ordinance is not necessarily the effective date of Zoning Map amendment. The effective date of the Zoning Map amendment is when compliance with conditions of approval is completed and certified by the Director. No permits or development approvals may be granted that are in furtherance of the Zoning Map amendment request until the 30 days have lapsed and the conditions of approval have been met.

K.M. Protest Procedures

If the owners of 20 percent or more, either of the area of the parcel(s) of land included in the proposed zoning map amendment, or of those immediately adjacent in the rear or any side of the subject property(ies) extending 150 feet from the subject property(ies), or of those directly opposite the subject property(ies) extending 150 feet from the street frontage of the opposite parcels of land, file a protest in writing against a proposed amendment, the amendment shall not become effective except by a favorable vote of three-fourths of all members of the Council. If any member of the Council is unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the Council, provided that such required number of votes shall in no event be less than a majority of the full membership of the Council.

L.N. Conditions of Approval

1. The Council may impose such reasonable and appropriate conditions and safeguards as are necessary attach conditions to a Zoning Map amendment request ~~as are necessary to;~~

a. Carry out the purposes of the General Plan or other applicable specific plans; ~~and to~~

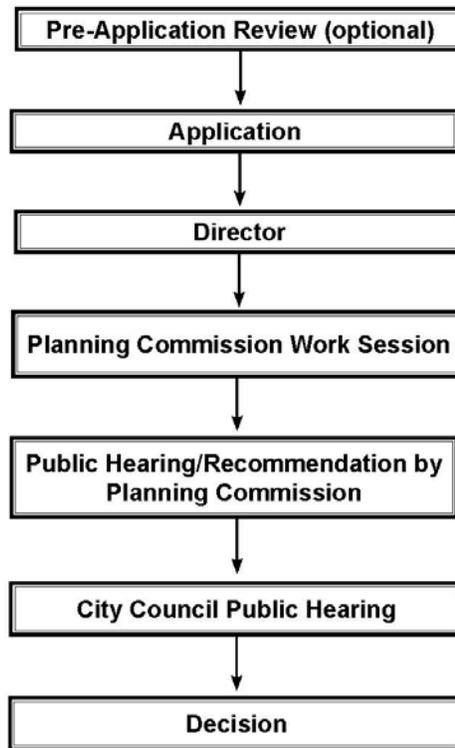
b. Ensure all required findings are satisfied ~~and~~ compatibility with adjacent land uses has been assured;

- c. Reduce or minimize any potentially injurious effects on adjacent properties;
 - d. Protect the character and scale of the neighborhood; or
 - e. Protect the health, safety, or general welfare of the community.
2. Such conditions of approval may include, but are not limited to:
- a. Structural or vegetative screening greater than that required by the landscaping and screening standards of Division 10-50.60 (Landscaping Standards) to buffer the surrounding land uses from the proposed use;
 - b. Limitations on the allowable uses permitted within the approved Zone that are more restrictive than the otherwise allowed uses established in Division 10-40.30 (Non-Transect Zones);
 - c. Limitations on the height, setbacks, FAR, or other standards specific to the approved Zone which are more restrictive than the applicable requirements of Division 10-40.30 (Non-Transect Zones);
 - d. Limitations on the height, size, or illumination of signs more restrictive than the applicable requirements of Division 10-50.100 (Sign Standards);
 - e. Limitations on the conduct of the proposed use, such as, but not limited to, hours of operation, or use of loudspeakers or external lighting, as necessary to protect adjacent land uses; and,
 - f. Public dedication of necessary right-of-way for streets, alleys, drainage ways, and public utilities, and installation of off-site improvements as are reasonably required by or related to the effect of the Zoning Map amendment.
 - g. A stipulation that the applicant schedule an additional neighborhood informational meeting in compliance with the procedures set forth in Section 10-20.30.060 (Neighborhood Meeting) prior to submittal of an application for Site Plan Review and Approval (Section 10-20.40.140) so that interested residents may view the final site plan and other applicable plans for consistency with approved conditions of approval. The applicant shall create a written summary of the meeting, which shall be filed with the Director.

~~4.3. A violation of any condition shall be considered to be a violation of these regulations. The Council may approve a Zoning Map amendment conditioned by, among other things, public dedication of rights of way as streets, alleys, public ways, drainage and public utilities, and installation of off-site improvements as are reasonably required by or related to the effect of the Zoning Map amendment.~~

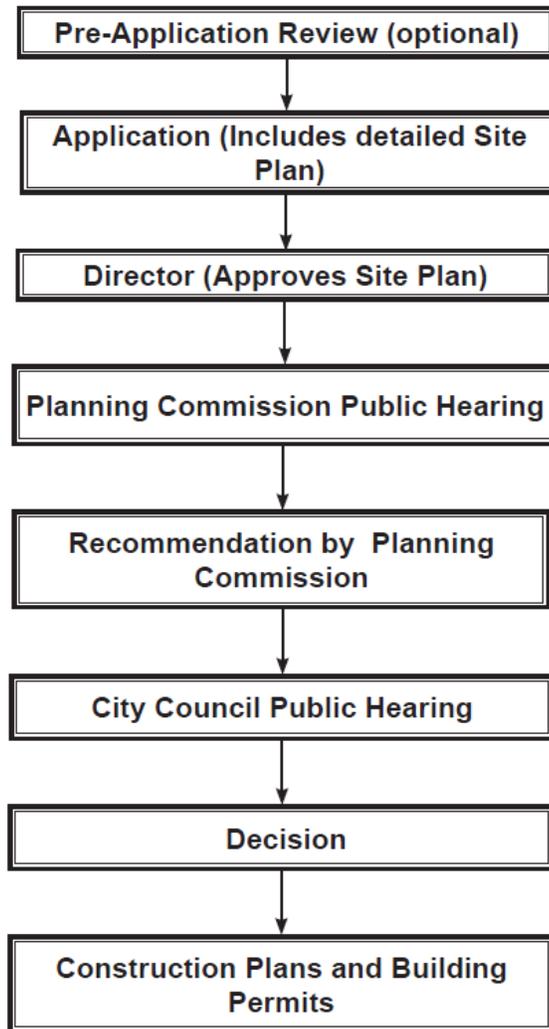
2.4. The concept zoning plan upon which the Zoning Map amendment may be approved establishes the development entitlement for the subject property. As the approval is based on a concept zoning plan, some flexibility in the layout of the property may therefore be approved by the Director, provided that no additional external impacts to surrounding uses and infrastructure will result and there is no increase or decrease in FAR, lot coverage, number of dwelling units, or building height in excess of that permitted in Table 10-20.40.090.A (Types of Minor Modifications allowed). As an example, if the concept zoning plan shows a building placed in close proximity to a street so that it has a strong relationship to the street and with parking behind it, the location and shape of the building may be adjusted provided that the same relationship to the street with the parking area in the rear is maintained. Similarly, internal circulation or parking areas may be adjusted provided that there is no impact to the location or design of access driveways or streets, and there are no additional impacts on adjoining City streets.

M.O. _____ Figure A (Amendments to the Zoning Code Text ~~and the Zoning Map~~) summarizes the procedure for amending the text of this Zoning Code ~~and the Zoning Map~~. Figure B (Amendments to the Zoning Map (Direct Ordinance with a Site Plan Process)) and Figure C (Amendments to the Zoning Map (Authorization to Rezone with a Concept Zoning Plan)) summarize the procedures for amending the Zoning Map following the two processes described in Subsection 10-20.50.040.D.



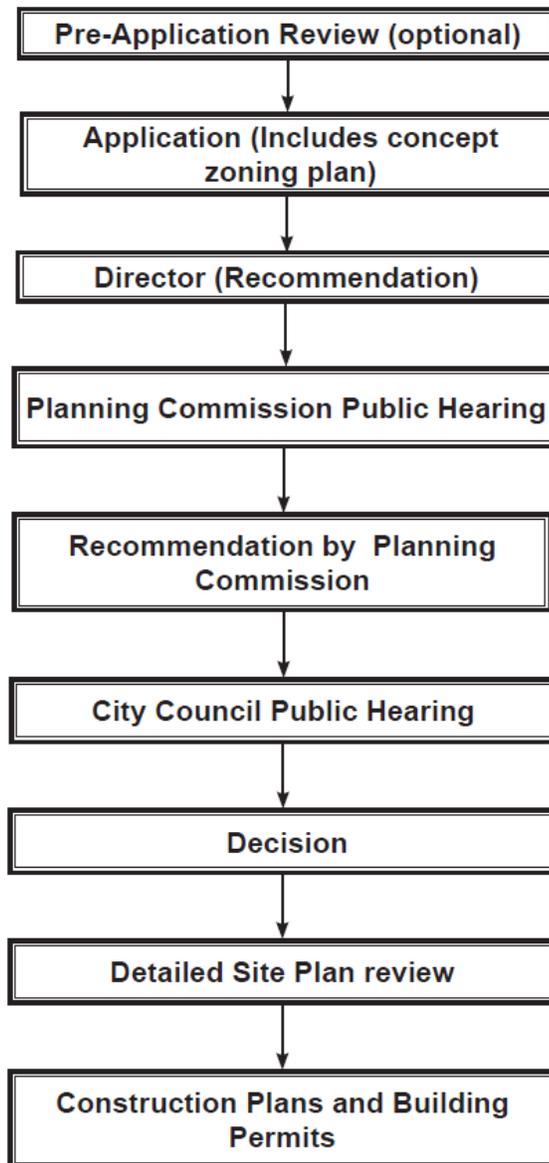
Note: Actions and public hearings by the Director, Planning Commission, or City Council will be completed in accordance with the review schedule on file with the Community Development Department.

Figure A. Amendments to the Zoning Code Text ~~and the Zoning Map~~



Note: Actions and public hearings by the Director, Planning Commission, or City Council will be completed in accordance with the review schedule on file with the Community Development Division.

Figure BA. Amendments to the ~~Zoning Code Text and the Zoning Map~~ (Direct Ordinance with a Site Plan Process)



Note: Actions and public hearings by the Director, Planning Commission, or City Council will be completed in accordance with the review schedule on file with the Community Development Division.

Figure **CB**. Amendments to the ~~Zoning Code Text and the Zoning Map~~ (Authorization to Rezone with a Concept Zoning Plan Process)

10-20.50.050 Appeal

A property owner may appeal a dedication or exaction required as a condition of granting approval for the use, improvement, or development of real property to an administrative hearing officer designated in compliance with Section 10-20.80.040 (Appeals of Dedications and Exactions).

10-20.50.060 Reversion of Conditional Zoning Map Amendment Approval

- A. The Council may approve a Zoning Map amendment conditioned upon a schedule for development of the specific use or uses for which a Zoning Map amendment is requested. If, at the expiration of this period, the property has not been improved for the use for which it was conditionally approved, the Council may take action to extend, remove, determine compliance with the schedule for development, or the Council may set a public hearing to consider a reversion of the property to its former zoning through legislative action.
- B. An applicant desiring a time extension must make an application to the Director to amend the conditions of the Zoning Map amendment approval at least 60 days prior to the date of the expiration of the original approval in compliance with the Review Schedule on file with the Planning Section. A conditional Zoning Map amendment approval subject to reversion may be extended only by going through the process for a Zoning Map amendment. Upon the expiration of the specified time period, if no application for amendment to the zoning conditions has been submitted, then the Planning Commission and Council, after notification by certified mail to the owner and applicant who requested the Zoning Map amendment approval, shall schedule public hearings to take administrative action to extend, remove, or determine compliance with the schedule for development, or take legislative action to cause the property to revert to its former zone. Public hearings before the Planning Commission and Council shall be noticed in compliance with the provisions of Section 10-20.30.070 (Notice of Public Hearings).
- C. In public hearings to consider amendments to the schedule for development, the applicant shall provide substantial evidence to the Planning Commission and Council that:
1. In spite of the good faith efforts of the applicant, circumstances beyond the applicant's control have prevented the timely pursuit of the development and completion of the necessary requirements within the original authorized time period;
 2. The applicant has completed substantial property improvements, incurred substantial non-recoverable monetary expenditures or commitments, has completed supporting development-related improvements, or retained the services for preparation of supporting data in reliance upon the approval of the request; or

3. In either instance, the applicant is in good faith, continuing to diligently pursue implementation of the development to the degree authorized by the City.
- D. Changes to previously approved conditional Zoning Map amendment applications may be subject to the following:
1. Modification of previously required conditions of approval as warranted by interim changes in the area and/or to ensure continued compatibility with any improvements within the context area; or,
 2. Site plan revisions as necessary to comply with any ordinance or Zoning Code amendments that may have taken effect since the time of the original approval.

Chapter 10-80 Definitions and Terms and Uses

Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions

Section 10-80.20.030 Definitions, "C."

Concept Plan: A generalized plan that conceptually illustrates a development proposal, including the identification of proposed land uses, land use intensity, circulation, and open space/sensitive areas. The relationship of the proposed development to existing surrounding development and uses ~~is~~ should also be reflected ~~included on a concept plan.~~

Concept Zoning Plan: A concept plan only submitted in support of a Zoning Map amendment application that conceptually illustrates a development proposal as well as the relationship of the proposed development to existing surrounding development and uses.

Section 10-80.20.050 Definitions, "E."

Enhanced Concept Zoning Plan: A variation of a concept plan submitted in support of a Zoning Map amendment application for a multi-phase scale development in which additional information to that required for a concept zoning plan is submitted in support of the application (see Section 10-20.50.040.C (Application Requirements)).

ATTACHMENT B: COMPARISON OF SUBMITTAL REQUIREMENTS FOR A CONCEPT PLAN (CURRENT) AND A PROPOSED CONCEPT ZONING PLAN

August 28, 2013

Existing Submittal Requirements – Concept Plan:

Pasted below are the existing submittal requirements for a Concept Plan included in the application packet for “Duplex, Multi-family Residential, Commercial, Office, Industrial, and Institutional Projects” available to applicants at the Community Development Division front counter. These submittal requirements are currently used for zone change applications.

1. Submission Requirements

All applications for Pre-Development Meetings must be accompanied by:

- 1.1. Concept Plan drawing(s) (no larger than 24" X 36") Ten (10) copies
- 1.2. Preliminary Resource Protection Plan (when applicable) One (1) copy
- 1.3. Electronic copy of plans/drawings (.pdf or .tif file format)
- 1.4. All plans submitted with the application must be folded to approximately 8 ½" X 11" in size for filing and routing
- 1.5. Site analysis (see section 10-30.60.030 of the Zoning Code) Two (2) copies

2. Concept Plan

The Concept Plan does not have to be prepared by a professional architect or engineer; however, the plan must be drawn to a professionally accepted engineering scale (i.e. 1"=10 feet, 1"=20 feet, 1"=30 feet etc.) and plotted on a sheet no larger than 24" X 36" in size. The Concept Plan must include the following basic information:

2.1. Project Information

- 2.1.1. Development Name (e.g. A Concept Plan of XYZ)
- 2.1.2. Site Address
- 2.1.3. Assessor's Parcel Number (APN)
- 2.1.4. Scale, north arrow
- 2.1.5. Property owner's name and contact information
- 2.1.6. Developer's name and contact information
- 2.1.7. Preparer's name and contact information, date prepared and legend
- 2.1.8. Date Prepared
- 2.1.9. Legend
- 2.1.10. Parcel boundaries and dimensions

2.2. Within the subject site and extending 200' from the property's boundaries show the following:

- 2.2.1. Contour lines at two-foot intervals (existing and approximate finished grade)
- 2.2.2. Identify offsite flows and drainage pathways (arrows)
- 2.2.3. Identify discharge point locations
- 2.2.4. Existing building footprints and proposed general building areas (building foot prints optional)
- 2.2.5. Location of public rights-of-way with street names
- 2.2.6. Points of access and driveways (existing and proposed)
- 2.2.7. General location of pedestrian facilities/sidewalks (existing and proposed)
- 2.2.8. General location of parking areas with total parking calculations (existing and proposed). A detailed parking space layout is not required.
- 2.2.9. Location of any existing improvements on the property.

- 2.3. Within the subject site show the following:
 - 2.3.1. Location, size and type of existing and proposed utilities (water, sewer, reclaim lines, fire hydrants/lines, services and meters). Preliminary connection locations to public utilities
 - 2.3.2. Preliminary drainage systems on the site (existing and proposed)
 - 2.3.3. Preliminary detention and Low Impact Development stormwater management systems
 - 2.3.4. Location(s) of the LID Integrated Management Practices (IMP's) and their associated area and capacities with a total volume equal to or exceeding the required volume for the entire site.
 - 2.3.5. Existing and proposed detention facilities
 - 2.3.6. Existing and proposed stormwater conveyance features (i.e. culverts, drainage ditches, swales etc.)
 - 2.3.7. Natural features, slopes and drainage courses
 - 2.3.8. Calculations for impervious surface (greater than 5,000 sq feet shall require detention and LID)
 - 2.3.9. Drainage easement
 - 2.3.10. FEMA 100-year floodplain elevation, floodplain limits, and floodway limits (if applicable)
 - 2.3.11. Total existing and preliminary impervious surface calculation (roof area, pavement, sidewalks, etc.)
 - 2.3.12. Walls and fences (existing and proposed)
 - 2.3.13. Location of solid waste dumpsters and trash enclosures (existing and proposed)
 - 2.3.14. Approximate locations of open space or parks (existing and proposed)
 - 2.3.15. Concept landscape plan per the Zoning Code
 - 2.3.16. Commercial building footprints that are over 50 years old at the time of application
 - 2.3.17. Residential building footprints built before 1946

3. Preliminary Natural Resource Protection Plan

A preliminary natural resource protection plan shows the general location of natural resources on the site before and after the proposed development (refer to Section 10-50.90.080 of the Zoning Code for applicability). This section is applicable to properties located in the Resource Protection Overlay (RPO) Zone.

The intent of this section is to identify resources early in the process so they can be taken into account during the site planning. All proposed improvements such as buildings, paved areas, roads etc. must be overlaid on a plan in relation to all on-site resources. For the purposes of the preliminary resource protection plan forest and slope resources may be estimated. Please visit the Planning and Development Services front counter to obtain the site's aerial photography and topography through the City's website. Resources that must be estimated are listed below:

- 3.1. Forest canopy
- 3.2. Slopes 17% to 24%
- 3.3. Slopes 25% to 34.9%
- 3.4. Slopes greater than 35%
- 3.5. Rural and Urban Floodplain
- 3.6. Locations and descriptions of heritage resources as determined in a Cultural Resource study (Refer to Division 10-30.30 of the Zoning Code)
- 3.7. Other site features that are required to be preserved

4. Descriptive Information

Submit a brief narrative describing the proposed project on an 8 ½" X 11" sheet. This information will aid Staff in providing comments and answering questions about the project. The narrative should include the following:

- 4.1. Project title and date
- 4.2. Describe project/development request
- 4.3. Legal description of the parcel
- 4.4. Site acreage
- 4.5. Approximate building square footage, lot coverage and FAR (non-residential projects)
- 4.6. Number of dwelling units, types (e.g. single family, duplex, condominium, townhomes and apartments) and dwelling units per acre
- 4.7. Architectural drawings, if available
- 4.8. Any additional information or details pertinent to the case

Applications will not be accepted or scheduled until all of the requirements have been submitted.

Consistent with the direction provided by the City Council at the July 15, 2013 work session on the zone change process, some of the concept plan submittal requirements currently required are no longer needed with the initial zone change application. These include, for example:

- Approximate finish grade elevations;
- Location of proposed walls and fences;
- Location of solid waste dumpsters and trash enclosures;
- Natural resources protection plan; or,
- Concept landscape plan.

Also, while some items will still be required, the level of detailed that needs to be submitted with the concept plan will be less than that required for detailed site plan review.

Staff also suggests that the submittal requirements be reorganized and grouped into appropriate categories to make it easier for both the developer and staff to use the application form and check list of requirements.

Staff has, therefore, developed new minimum submission requirements for a concept zoning plan.

Submittal Requirements – Concept Zoning Plan:

The minimum information required for a concept zoning plan submitted in support of a medium or large scale zone change application (Section 10-20.50.040.C (Application Requirements)) is provided below. Note that all the details established in the Zoning Code, Engineering Standards, and other City documents will be submitted at the next level of review of the proposed project, i.e. site plan review through staff IDS.

The concept zoning plan does not need to be based on accurate survey data. The City's GIS topographic and other data, as well as the City's aerial photographs are appropriate for use as the base layer for the concept zoning plan.

1. Cover Sheet

1.1. Administrative data

- 1.1.1. Developer's name, address, contact information, etc.
- 1.1.2. Property owner's name, address, contact information, etc.
- 1.1.3. Name, address, contact information, etc. of the application preparer and all consultants assisting with the application
- 1.1.4. Date of application

1.2. Property data

- 1.2.1. Site address
- 1.2.2. Assessor's Parcel number
- 1.2.3. Site area (acres)
- 1.2.4. Existing zoning classification

1.3. Project Data:

- 1.3.1. Development name
- 1.3.2. General computation of proposed number of dwelling units for residential use and building type and approximate area of building by type for commercial or other non-residential use
- 1.3.3. General description of open space types

1.4. Vicinity Map:

- 1.4.1. Sheet 1: An 8½" x 11" map showing the location of the subject property(s) within the City of Flagstaff relative to interstate highways, major arterials and collectors, as well as close-up view of the subject property(s) showing surrounding parcels and streets within 300 feet.
- 1.4.2. Sheet 2: An 8½" x 11" map based on a recent aerial photograph with the subject property(s) highlighted as well as street names.
- 1.4.3. See attached sample.

2. Analysis

2.1. Context analysis map (11" x 17") drawn on a recent aerial photograph identifying the following within 500' of the subject property:

- 2.1.1. Subject property(s) boundaries
- 2.1.2. Existing zoning
- 2.1.3. Existing uses
- 2.1.4. Street names
- 2.1.5. Contour lines (min. 5-foot intervals)

- 2.1.6. Other natural features, including floodplains and floodways, if applicable
 - 2.1.7. See attached sample.
- 2.2. Site analysis map (11" x 17") drawn on a recent aerial photograph in compliance with Section 10-30.60.030 (Site Planning Standards) that identifies the following:
- 2.2.1. Subject property(s) boundaries
 - 2.2.2. Natural features including forest resource locations, general drainage pathways (including floodplains and floodways, if applicable,) and discharge point locations (with arrows)
 - 2.2.3. Contour lines (min. 2 foot intervals)
 - 2.2.4. Existing improvements, buildings, and uses
 - 2.2.5. Residential building footprints built before 1946
 - 2.2.6. Commercial building footprints that are over 50 years old at the time of application
 - 2.2.7. Location of adjacent streets, and existing FUTs, driveways, bus stops, etc.
 - 2.2.8. See attached sample.
3. Concept Zoning Plan
- The Concept Zoning Plan (11" x 17") which may be drawn on a recent aerial photograph to include the following:
- 3.1. Scale and north arrow
 - 3.2. Legend
 - 3.3. Date prepared
 - 3.4. Subject property(s) boundaries
 - 3.5. Contour lines (min. 2 foot intervals)
 - 3.6. Conceptual representation of all proposed uses (building footprints optional)
 - 3.7. List of all uses proposed on the subject property. This list should also describe those uses that will not be permitted on the subject property).
 - 3.8. Conceptual representation of parking areas with approximate number of total parking spaces (a detailed parking space layout is not required)
 - 3.9. Location of existing improvements, buildings, and uses on the subject property(s)
 - 3.10. Public rights-of-way with street names, as well as existing sidewalks, transit facilities, FUTS, etc.
 - 3.11. Conceptual representation of points of connection to public rights-of-way, pedestrian facilities, FUTS, etc.
 - 3.12. Conceptual representation of areas proposed for resource preservation, if applicable
 - 3.13. Conceptual representation of areas proposed for open space, civic space, parks, etc.
 - 3.14. Conceptual representation of areas proposed for storm water detention and LID
 - 3.15. Traffic and utility (water, sewer, and stormwater) impact analyses to determine implications to existing infrastructure
 - 3.16. Location, size, and type of existing and proposed utilities with a conceptual representation of points of connection
 - 3.17. Photographs to illustrate proposed building types and forms, with descriptions of, for example, estimated number of units (residential or lodging), number of floors, floor area (commercial or industrial uses), etc.
 - 3.18. Photographs to illustrate proposed civic space types, if applicable
 - 3.19. Anything else the applicant would like to submit in support of the application
 - 3.20. See attached sample.
4. Project narrative:

- 4.1. Statement describing how the proposed zone change request meets the findings established in Section 10-20.50.040.E (Findings for Reviewing Proposed Zoning Map Amendments and Text Amendments) establishing how the zone change request meets the goals of the Regional Plan and any applicable specific plans; will not be detrimental to public health, safety and welfare; how the site is suitable for the proposed use; and, how the proposed use will benefit the community.
- 4.2. Narrative describing the proposed project and providing additional information to assist with the review of the application.
- 4.3. Description of how essential public services, including water, sewer, stormwater, and solid waste, will be provided
- 4.4. Description of any proposed grading activity for the site.

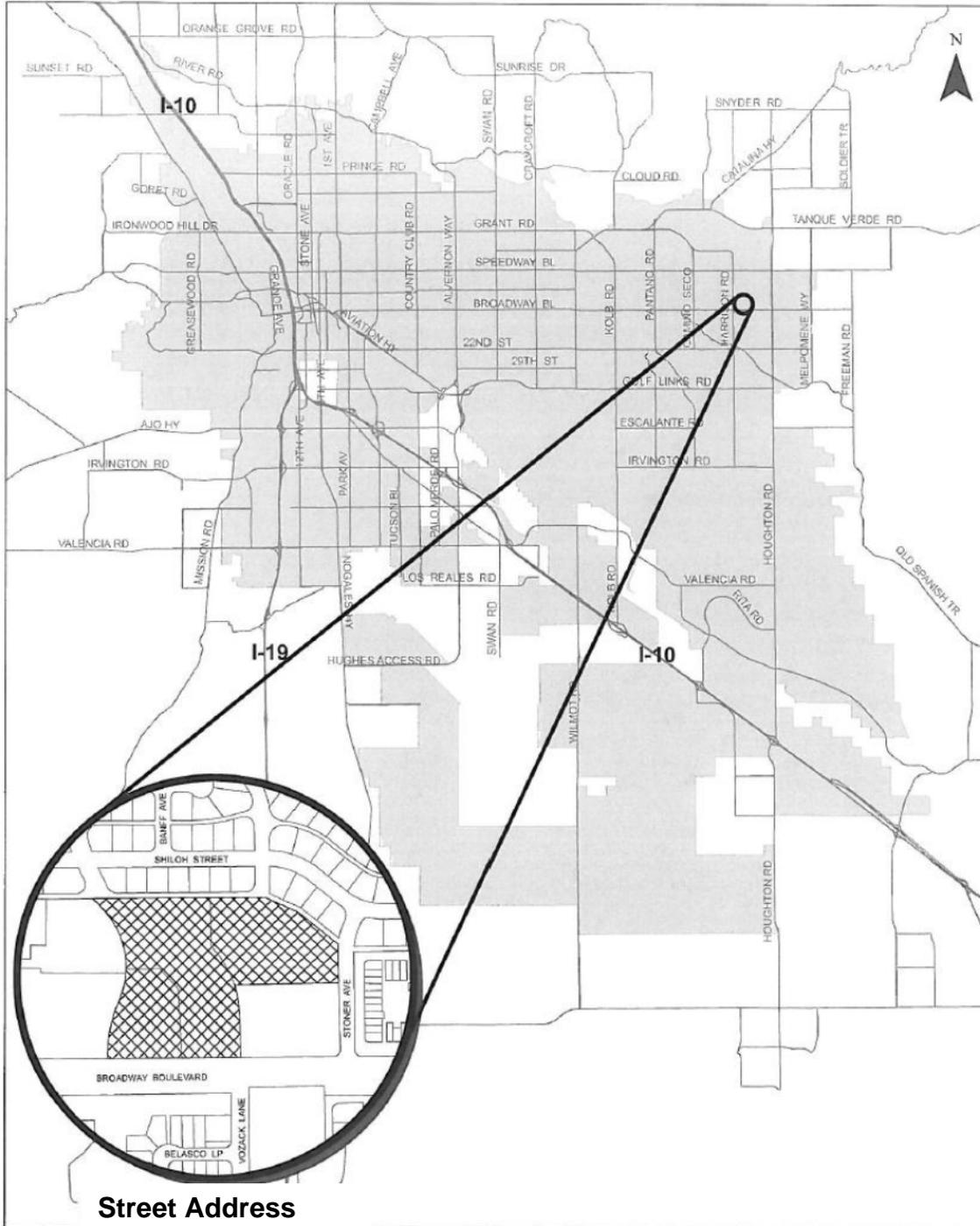
Additional Submittal Requirements – Enhanced Concept Zoning Plan – for Multi-phase scale applications only:

In addition to the requirements described above, applications for Master Plan scale zone changes (projects such as Canyon Del Rio, Little America, Juniper Point, etc.) should also include the following:

- Conceptual representation of vehicular circulation within the project area (e.g. arterial and collector roads) and connections to existing vehicular infrastructure
- Three-dimensional bulk and mass analysis/visualization of the project or parts of the project
- Architectural rendering
- Traffic impact analysis and utility (water, sewer, and stormwater) impact analyses
- Phasing map indicating the sequence of zoning, development, and public utility and infrastructure improvements
- Map indicating proposed zoning designations within the project area.

Sample Vicinity Map, Sheet 1:

PROJECT NAME: Street Address

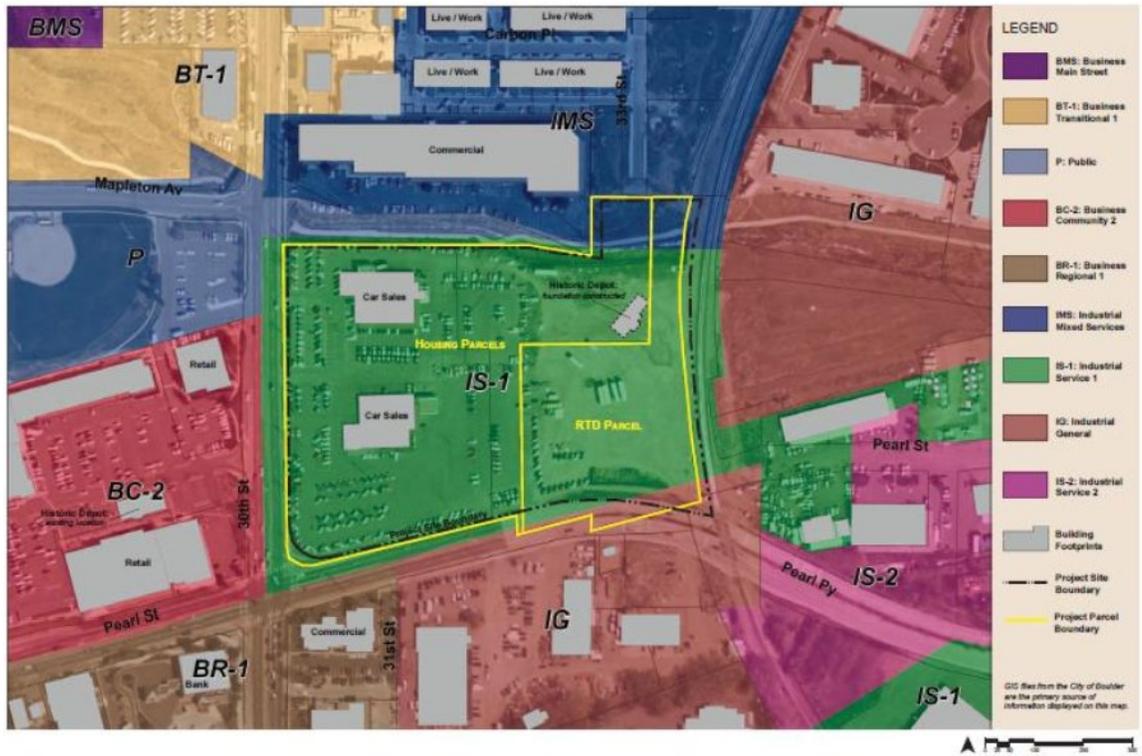


Sample Vicinity Map, Sheet 2:

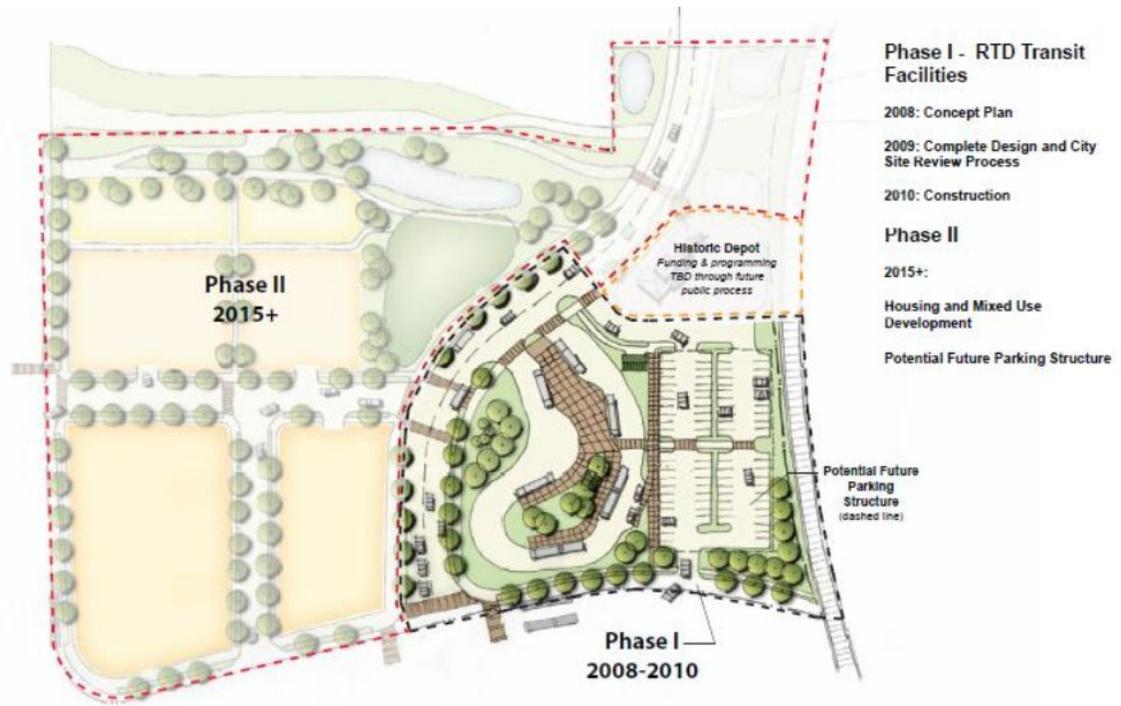


PROJECT NAME: Street Address

Sample Concept Zoning Plan:



Context Map



Phasing Map



Proposed Land Uses

Housing Types

50% affordable
mix of for-sale and for-rent



Apartments / Condos

- Generally two to five stories.
- Can be made accessible for seniors or people with disabilities.
- Would support ground-level commercial.
- Units accessed by interior central hallway.





Stacked Flats

- Generally two to five stories.
- Can be accessed by multiple street-level entries.
- Can be made accessible for seniors or people with disabilities.
- Would not support ground-level commercial.
- Could be single level, two story or three story arrangement.





Brownstones / Townhomes

- Often three story units, could also include one and two story units.
- Can be made accessible for seniors or people with disabilities.
- Would not support ground-level commercial.
- Generally accessible by street level entry.





Lofts / Efficiencies

- Can be included in apartments / condos and stacked flats.
- Generally an economical housing choice.
- Can be made accessible for seniors or people with disabilities.

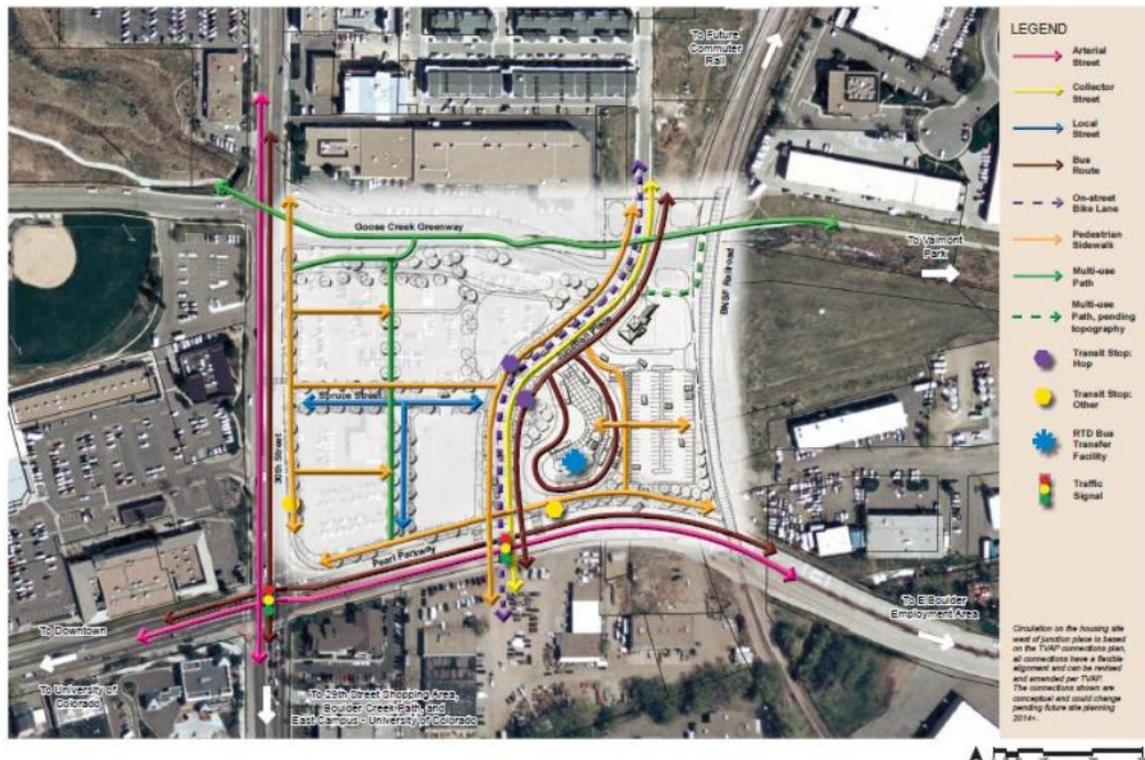


Proposed Housing Types

Public Spaces

<p>A landscaped courtyard provides space for dining and passive recreation, such as reading a book.</p>	<h3>Courtyards</h3> <ul style="list-style-type: none"> • small, private gardens with nooks for individual activity • communal amenities, such as swimming pools • community gardens, spaces for classes and activities • small and large group gathering areas 	<p>Courtyards can be built on underground parking structures, as is the case shown above.</p>	<p>Courtyards can provide communal amenities, like swimming pools.</p>
<p>Rooftop gardens can combine zoning and planning elements.</p>	<h3>Rooftops</h3> <ul style="list-style-type: none"> • passive enjoyment: plazas or gardens • active recreation: pools, tennis courts • outstanding views of the Flatirons and Foothills • with sustainable design, rooftop gardens can reduce ambient air temperature and reduce stormwater runoff 	<p>Rooftop gardens often utilize raised planters.</p>	<p>Rooftop gardens can be situated on above-ground or below-ground parking structures. Photo: www.greenroofs.com</p>
<p>Wide and pedestrian-friendly paths are multi-use paths.</p>	<h3>Pedestrian & Multi-Use Paths</h3> <ul style="list-style-type: none"> • emphasize pedestrians & bikers • create an active, non-vehicular network connecting homes, shops, jobs, and transit • activate neighborhoods • places to exercise, places to relax, places to meet your neighbors 	<p>Multi-use paths may also provide space to sit and relax.</p>	<p>A network of paths can provide for access and recreation.</p>
<p>Active shops, restaurants, and services make streets lively spaces.</p>	<h3>Streetscape</h3> <ul style="list-style-type: none"> • sets the tone and character of the development • enhance the pedestrian experience • attract residents, businesses, visitors • create a special place • reflect the seasons and local events 	<p>Streetscapes are opportunities for seating and landscaping.</p>	<p>Streetscape design can add color and create an interesting and inviting public environment.</p>

Proposed Civic Space Types



Proposed Circulation Map



MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, September 11, 2013
City of Flagstaff, Council Chambers

CALL TO ORDER

Chairman Carpenter called the meeting to order at 4:06 p.m.

COMMISSION MEMBERS:

PRESENT: David Carpenter, Chairman; Paul Moore; Jim McCarthy; Justin Ramsey;
Tina Pfeiffer (joined the meeting at 7:15 pm)

ABSENT: Stephen Dorsett, Vice Chairman; Steve Jackson;

CITY STAFF:

Mark Sawyers, Staff Liaison

Kimberly Sharp, Comprehensive Planning Manager

Roger E. Eastman, AICP, Comprehensive Planning and Code
Administrator

Becky Cardiff, Recording Secretary

I. GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

1) Special meeting of September 4, 2013.

Motion: Move to approve the minutes of the Special Meeting of September 4, 2013, as submitted. Action: Approve Moved by: Commissioner McCarthy Seconded by: Commissioner Ramsey. Motion carried unanimously.

II. Public Hearing

1. ZONING MAP AMENDMENT FOR ASPEN PLACE AT SAWMILL

Pages 1-69

Address:	601 East Piccadilly Drive
Assessor's Parcel Number:	104-19-125, -126, -127, -128, -129, -130, -131, and Tract EE
Property Owner:	Flagstaff Aspen Place, LLC
Applicant:	Land Development Strategies, LLC
Application Number:	PC REZ 13-0001
City Staff:	Elaine Averitt
Action Sought:	Zoning Map Amendment (Conditional)

A proposed zoning map amendment to the official Zoning Map for approximately 3.15 acres of Highway Commercial (HC) (conditional) zone located at 601 East Piccadilly Drive on parcel land to a mixed use development consisting of one five-story building, with 33,000 square feet of retail at the first floor level, a five-story parking garage, and 222 luxury apartments.

Ms. Averitt gave a PowerPoint Presentation on the proposed project and answered questions from the Commissioners. Mr. Sawyers was present and answered questions from the Commissioners.

Brenden O'Leary, representative for the developer and investment group, gave a brief introduction to the project and introduced Bill Prelogger, architect for proposed project. Mr. Preglogger gave a PowerPoint presentation detailing the project and answered questions from Commissioners.

Reid Miller, City of Flagstaff Traffic Engineer, was present and answered Commissioners questions

Rick Schueller, Civil Engineer representing the applicant, answered questions from Commissioners on drainage.

Motion: Motion to open the public hearing Moved by: Commissioner Moore Seconded by: Commissioner McCarthy. Motion carried unanimously.

Public Comment: None

Motion: Motion to close the public hearing Moved by: Commissioner McCarthy Seconded by: Commissioner Moore. Motion carried unanimously.

Discussion was held about the color of the building materials. Sarah Darr, Housing Program Manager City of Flagstaff, was present and answered questions about affordable housing.

Motion: Motion to forward to City Council for approval with Staff Conditions and a stipulation that the color of the parking garage be complimentary to the Residential and Commercial portion of the building Moved by: Commissioner McCarthy Seconded by: Commissioner Moore. Motion carried unanimously.

2. Public hearing/discussion/possible action regarding proposed amendments to the Flagstaff Zoning Code, Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) and Chapter 10-80 (Definitions).

Mr. Eastman gave a description of the proposed amendment to the Zoning Code.

Motion: Motion to open the public hearing Moved by: Commissioner McCarthy Seconded by: Commissioner Moore. Motion carried unanimously.

Public Comment was made as follows:

Richard Bowen, representing ECONA, Mr. Bowen believes this is a quality process that will create job growth and quality employers to Flagstaff. Mr. Bowen gave examples of several companies that will be expanding and using the rezoning process in the near future. He also gave examples of companies that chose not to come to Flagstaff because of the complex rezoning process as one of the reasons.

Keri Silvyn, Tucson, Az, gave an example of a property that has a zoning not in accordance with the Regional Plan that the property owner believes they would not be able to rezone with the current process. Ms. Silvyn stated she believes the amendment will help the community secure quality employers. She believes the amendment will ensure at the rezoning stage that there is an understanding of the impacts of the infrastructure and it balances the interests at stake. Ms. Silvyn answered questions from Commissioner Moore.

Mike Sistak, Government Affairs Director, Flagstaff Chamber of Commerce, gave a statement on behalf of Ms. Julie Pastrick, Chamber President; she thanked the City Council, stakeholders and Commission for work on amendment. Ms. Pastrick is in favor of the amendment to eliminate some of the upfront costs and asked commission for their support.

Marilyn Weissman, representing Friends of Flagstaff Future, believes there is more to why businesses are not here not just the rezoning process. She referred to the previous project that used the current rezoning process and that the developer complimented the City Staff on the process. She believes owners want to profit from rezoning and developers want to spend less money and this new process will be tedious and complicated. She believes the current process works.

Nat White, resident, submitted a written comment that is attached hereto.

Tish Bogan-Ozman, resident, is concerned for the natural and cultural resources. She believes that an impact study for those needs to be done when making the decision on the use and before rezoning the property.

Motion: Motion to close the public hearing Moved by: Chairman Carpenter Seconded by: Commissioner McCarthy. Motion carried unanimously.

Extensive discussion was held on the proposed amendment.

Motion: Motion to recommend approval of the proposed amendments to Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) as described in the staff report Moved by: Chairman Carpenter Seconded by: Commissioner Ramsey. Motion to Amend: Motion to amend the primary motion to include the following revised submittal requirements applicable to all projects i.e. small, medium, large, and multi-phased scale projects: (1) a three-dimensional bulk and mass analysis/visualization of the project; (2) a maximum building envelope shall be defined for all proposed uses; and, (3) a minimum boundary of protected natural resources shall be defined based on preliminary resource calculations. Moved by: Commissioner Moore Seconded by: Commissioner McCarthy. Motion to amend carried unanimously, 5-0. Primary motion to recommend approval of the proposed amendments to Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) as described in the staff report together with the amendments proposed by Commissioner Moore approved 4-1 (Commissioner McCarthy opposed).

Pages 103-165

3. Public hearing/discussion/possible action regarding proposed amendments to the Flagstaff Zoning Code, Division 10-50.100, Sign Standards with specific reference to a new Section 10-50.100.080.E (Flagstaff Mall and Marketplace District).

City Staff: Roger E. Eastman AICP, Comprehensive Planning and Code Administrator

Mr. Eastman gave a brief description of the proposed amendment to the Zoning Code.

Motion: Motion to open the public hearing Moved by: Commissioner McCarthy Seconded by: Commissioner Moore. Motion carried unanimously.

Public Comment: none

Motion: Motion to close the public hearing Moved by: Chairman Carpenter Seconded by: Commissioner Moore. Motion carried unanimously.

Discussion was held on the proposed amendment. Mr. McCarthy submitted a written statement which is attached hereto.

Motion: Motion to recommend that the City Council not approve the proposed amendments to Division 10-50.100 (Signs Standards) by adding a new Section 10-50.100.080.E (Flagstaff Mall and Marketplace District) Moved by: Commissioner McCarthy Seconded by: Commissioner Ramsey. Motion carried unanimously.

4. Draft Flagstaff Regional Plan 2030

City Staff: Kim Sharp, Comprehensive Planning Manager, Community Development

Ms. Sharp discussed the schedule for the City Council public hearings.

Discussion was held on possible meeting dates to move the Regional Plan discussion due to the time. The Regional Plan discussion will be tabled until the September 25th meeting.

III. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

None given

ADJOURNMENT

The meeting was adjourned at 8:10 p.m.

ATTACHMENTS:

Flagstaff Planning and Zoning Commission
Meeting for 11 September 2013, 4:00 p.m., Council Chambers
Agenda Item II-2, Flagstaff Mall and Marketplace Sign

Statement from Jim McCarthy (Section 10-50.100.080.E):

The issue here is should we recommend that an otherwise illegal off-site sign be allowed for one developer. My concerns are several.

First, the public has been completely left out of the process, at least until it was put on the Planning and Zoning Commission agenda. Having the commission "make a recommendation" to council may be no more than a formality, considering that the previous council already made a private commitment to the land owner. Considering that the newly elected council may reconsider, it is imperative that this commission provided an independent thought-out recommendation.

Second, the proposal on the table today is contrary to the long-standing city policy to not allow billboards. Just this year, former city employee Paul Jones died. Paul spent city resources and a lot of his own energy in the effort to remove billboards from this city. The impressive viewshed we have in our built environment is to the credit of Paul and other city leaders, and also to the cooperation of many commercial interests.

Third, the one land owner is being given an opportunity that essentially no other land owner is allowed. Off-site signs are not allowed. The one exception that I know of is the Autopark sign on Route 66.

A basic tenant of our government is that all persons will receive equal treatment under the law. Under that principle, this proposal is quite possibly illegal. In fact, under the 14th amendment to our national constitution, it may be unconstitutional because it does not provide "equal protection of the law."

Lastly, I had some concern that this case will create a precedent. After consideration, I have concluded that it will not create a precedent. I say this because this case was decided under duress and not as part of a well-considered policy change. I consider this and the Autopark cases to be isolated incidents with clearly non-typical circumstances.

That said, certain city council members *have* stated that they intend to change the sign code and the approach we have taken for the last decades.

Regardless of the appropriateness of the sign otherwise, I also have concerns that since the sign will be on city property, that the sign will be tax-free to the developer and the city will be responsible for at least some aspects of the maintenance, an unusual and inappropriate situation.

In closing, I would like to summarize with three points. First, I will quote from the draft Flagstaff Regional Plan. "Good government processes lead to transparency and consistent decision making." (See draft of Aug 2013, Page XIV-4.) Support for this case would be in obvious contradiction to that regional plan principle.

Second, I will state that allowing one developer a sign that no other developer could legally build is wrong.

And third, the City of Flagstaff spent significant resources getting rid of billboard blight; we should respect that.

Thank you for listening.

PS:

After reading the prepared statement, I informally told the story of how a legislative body made an inappropriate decision and then reversed it. The case (*Illinois Central Railroad Co. v. Illinois*, decided in 1892) went to the U.S. Supreme Court. The court determined that in the case the legislative body wrongly granted a fee interest in the Chicago waterfront to a private railroad company and that because of the public trust doctrine, they could reverse the decision.

The analogy here is that there are certain things the city council cannot appropriately decide, e.g. agreeing to special treatment of certain landowners against the doctrine of equal treatment under the law, and that the council can (and should) reverse the former inappropriate decision.

David Carpenter

From: Tammy Bishop <tbishop@flagstaffaz.gov>
Sent: Monday, September 09, 2013 2:38 PM
Subject: Planning & Zoning Commission 9-11-13
Attachments: 09-11-13 P&Z Agenda.pdf

Importance: High

Good Afternoon Commission,
Please read the letter of recommendation below from a concerned citizen.
I have attached the agenda for Wednesday's meeting.

Thank you,
Tammy

From: Kathy Jenkins [<mailto:jenkins4flag@gmail.com>]
Sent: Sunday, September 08, 2013 5:42 PM
To: Tammy Bishop
Subject: Information for Planning & Zoning Commission 9-11-13

Please forward to the planning and zoning commission.

To Planning & Zoning Commission:

As a retired Flagstaff City Planner with 24 years of service, I would suggest the Commission send a recommendation of denial to the City Council on the staff proposal to change the rezoning submittal procedures.

Historically, rezoning cases of the 1980's would place the developer and the neighborhoods against each other. The hostility and confusion stemmed from a lack of information brought to the public review process. As members of the Planning & Zoning Commission, I would recommend that you not place yourselves, staff, developer and most importantly the concerned citizens (neighborhoods) in this situation.

With the adoption of the Land Development Code, the submittal requirements for a rezoning case increased. The cases brought forward to Public Hearing provided the necessary information for citizens of Flagstaff, Commissions and Council to support sound rezoning requests.

Those stricter requirements for rezoning submittals were amended in 2011 by the adoption of small, medium and large scale rezoning proposals. Based on the size of development being proposed the submittal requirements are either geared up or down.

This tiered process seems reasonable, a compromise between the 1972 Zoning Code and the original Land Development Code. I understand that only one rezoning request which was initiated by the City has been processed using the tiered submittal requirements.

The tiered process should be tested with upcoming rezoning requests before it's amended.

I understand and respect the Council's desire to fast track rezoning requests given the recent recession, but my past experience would discourage this approach. The most successful cases historically have taken a professional team of developers, architects, engineers and planners providing adequate information to the citizens of Flagstaff.

I appreciate the opportunity to submit my thoughts on this matter.

Sincerely,
David Reed Jenkins
1030 E. Appalachian Road
Flagstaff, AZ 86004
928-6073938

P&Z Commission,

9-11-2013

I am for smart, well planned growth. I am also for clear, efficient rezoning processes that support well planned growth and protect the investments and the values of our city.

Since the fiasco of the first Walmart development, and the associated revamping of the building codes, Flagstaff has demonstrated successful well planned growth. Walmart was the poster child for the bumper sticker "Don't Phoenix Flagstaff". The zoning change that allowed that to happen occurred with a concept plan, a large resort on rolling forested hills. The scar is healing and most people have forgotten what could have been, a shopping and hotel area that reflects Flagstaff.

As much as I have read the draft of the proposed changes before you today, I can not convince my self that we are not making Flagstaff vulnerable to zoning changes that can easily be driven by short term profit rather than good and long term planning. This is not painting all developers with the same brush. Rules that may seem burdensome are usually for those interested in beating the system, not the good guys.

I acknowledge that there can be limited circumstances where the previous and current processes may be obstacles, but there is no statistical evidence that this is the usual. The general statements given for the proposed changes on page 4 have not been demonstrated in any measurable way as the case over the years. In fact there seems to be no immediate need to rush.

- The existing zone change process discourages new development and capital investment in the City because of the uncertainty of the process.
- The existing process discourages zone change applications because full knowledge of the intended use is needed to determine the zoning, and it is too costly to develop detailed site plans, floor plans, elevations, etc. when the final user may not be known.
- Flagstaff has a low inventory of land suitable for development, and the current process tends to drive development to other communities.

Here are some suggestions before you pass this on to the council:

- Ask for pros and cons comparing the present process and the proposed process. This includes worse case scenarios where either process could be misused.
- Provide a current hypothetical scenario of this process; say for a zone change on the land either side of the north end of the 4th street bridge.
- Find some cities of comparable size to Flagstaff that have this process, and assess the results.
- Provide other evidence that the "Concept Zoning Plan" is useful and appropriate for Flagstaff.
- Define clearly how conditions applied to the "Concept Zoning Plan" by council can or cannot be changed after a time and perhaps after sale of the property.

We have grown under the existing code well over the years, so this is not a problem that needs to be rushed. There are folks that feel we are growing at a healthy rate and there are folks that may feel the faster we grow the better. My concern is that we grow in a health manageable way, but I am concerned this major change emphasizes faster over healthy. It needs further scrutiny.

Nat White

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Roger Eastman, Zoning Code Administrator
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Public Hearing, Consideration and Adoption of Ordinance No. 2013-22: An ordinance of the Council of the City of Flagstaff, Arizona, Amending Title 10, Zoning Code, Division 10-50.100, Sign Standards, Section 10-50.100.080, Sign Districts of Special Designation, of the Flagstaff Zoning Code by adding Section 10-50.100.080.E, Flagstaff Mall and Marketplace District.

RECOMMENDED ACTION:

- 1) Open and close the public hearing
 - 2) Read Ordinance No. 2013-22 for the first time by title only
 - 3) City Clerk reads Ordinance No. 2013-22 by title only (if approved above)
- At the November 5, 2013 Council Meeting:
- 4) Read Ordinance No. 2013-22 for the final time by title only
 - 5) City Clerk reads Ordinance No. 2013-22 by title only (if approved above)
 - 6) Adopt Ordinance No. 2013-22.

Policy Decision or Reason for Action:

A Settlement Agreement between the City and Westcor (now Macerich Development) signed in December 2011, stipulated that the City would permit the construction of a new sign advertising the Flagstaff Mall and Marketplace at a location on the corner of N. Country Club Drive and E. Nestle Purina Avenue. These amendments are now presented to the Council for review and adoption.

Financial Impact:

By adopting this ordinance the City of Flagstaff honors the agreements it made with Macerich Development in the December 2011 Settlement Agreement. Failure to adopt this ordinance may result in the City incurring additional legal expenses.

Connection to Council Goal:

1. Retain, expand, and diversify economic base
2. Effective governance

Has There Been Previous Council Decision on This:

Yes, at the time the Settlement Agreement was signed the Council participated in a number of executive sessions and public discussions on this matter.

Options and Alternatives:

Please refer to the Expanded Options and Alternatives below.

Background/History:

In late May 2013 staff received a request from Macerich Development (the current owners and developers of the Flagstaff Mall) for a text amendment to the Zoning Code to allow for the installation of a new 216 sq. ft. off-premise sign at the intersection of N. Country Club Drive and E. Nestle Purina Avenue to advertise the Flagstaff Mall and Marketplace. The placement of this sign at this location is one of a number of stipulations agreed to in a Settlement Agreement between Westcor (now Macerich Development) and the City of Flagstaff signed in December 2011. The Settlement Agreement between these two parties, a copy of which is attached, resolved ongoing legal issues as a result of a lawsuit filed against the City.

Key Considerations:

The amendments proposed in the new Section 10-50.100.080.E (Flagstaff Mall and Marketplace District) are necessary for compliance with the terms of the December 2011 Settlement Agreement.

The concept behind this sign is the same as that used in support of a sign erected for similar purposes at the intersection of Highway 89 and Route 66 for the Flagstaff Auto Park District, now included as Section 10-50.100.080.D of the Zoning Code.

The proposed amendments to this Section of the Zoning Code included in Ordinance 2013-22 show new text in underline, and text proposed to be deleted is shown as ~~strikeout~~. A summary of the more significant amendments that warrant an explanation is provided in the narrative below:

Chapter 10-50 Supplemental to Zones Division 10-50.100 Sign Standards Section 10-50.100.080.E (Flagstaff Mall and Marketplace District)

This is a new section of the Sign Standards Division of the Flagstaff Zoning Code that includes the following sub-sections:

Purpose

The purpose of the Flagstaff Mall and Marketplace District is established.

Applicability

This section clearly defines the how the Flagstaff Mall and Marketplace District will be applied and a map is included to clearly define the District boundaries and identify the location of the proposed sign at the intersection of N. County Club Drive and E. Nestle Purina Avenue.

Permits

This section requires a sign permit to be issued for this new sign in accordance with the usual sign permitting procedures established in the Zoning Code.

Design Standards

General standards are established in this section to define sign area, size, height, width, etc., as well as materials to be used on the sign. These dimensions and standards are based on the sign design submitted to staff (refer to Attachment E.) and they provide a framework for the maximum dimensions of the sign, as well as specific requirements for materials and illumination. The sign will be internally illuminated like all other Flagstaff Mall and Marketplace signs. By agreement with the owners of the Flagstaff Mall and Marketplace the name of the Flagstaff Auto Park will also be added to this sign. A rendering of the proposed sign is attached.

Sign Maintenance

This section requires that this new sign be maintained in accordance with the usual maintenance provisions of the Zoning Code.

At the August 21, 2013 work session, the Planning and Zoning Commission asked staff to report on how the Flagstaff Mall and Marketplace District sign would comply with existing sign standards established in the Zoning Code. The narrative below was presented to the Commission at their September 11th public hearing.

1. Section 10-50.100.040 (General Restrictions for All Signs) establishes location restrictions for all signs. Specifically, paragraph 6. on Page 50.100-6 prohibits the placement of an off-premise sign as follows; "Any commercial, advertising, or business sign that is not located on the premises of the business to which it refers." However, as a special district will be established specifically for the Flagstaff Mall and Marketplace sign at the intersection of N. County Club Drive and E. Nestle Purina Avenue, it will not be considered an off-premise sign as intended in this section of the Zoning Code.
2. Table 10-50.100.060.P (Standards for Permanent Signs) on Page 50.100-44 establishes the maximum height and area standards for building mounted and freestanding signs. Using these standards for a Type A sign on an arterial, the maximum height and area of the proposed Flagstaff Mall and Marketplace sign would be:

Max. height	8 feet
Max. height with Comp. Plan*	12 feet
Max. area	36 sq. ft.
Max. area with Comp. Plan*	63 sq. ft.

* "Comp. Plan" means that subject to the standards established in Section 10-50.100.090 (Comprehensive Sign Programs), additional height and area is allowed once design incentives to provide for superior sign design are applied.

As proposed the sign area is 216 sq. ft. for each sign face. It will be 20 feet in height to the top of the sign cabinet, and 22 feet and six inches in overall height.

The proposed Flagstaff Mall and Marketplace sign complies with the standards for materials and illumination, and it is consistent in terms of its design with the approved comprehensive sign plan for the Flagstaff Mall and Marketplace.

The Flagstaff Mall and Marketplace District established to provide a new sign for the Mall and Marketplace is unique within the context of Flagstaff and the surrounding region. Listed below are a number of distinguishing facts that staff offers as justification, which the Council may choose to use as findings or arguments in support of the proposed amendments to Section 10-50.100.080 of the Zoning Code.

1. The Flagstaff Mall and Marketplace is a unique regional shopping center that draws people from outside the immediate Flagstaff area. Large signs are, therefore, helpful for people to locate the retail center.
2. The site area of the Flagstaff Mall and Marketplace is over 40 acres (excludes the Flagstaff Autopark).
3. The original Mall was first opened in 1980 while the existing Marketplace expansion was approved in 2004 and opened in 2006.

4. This is the largest shopping mall in Flagstaff and it results in significant employee and customer traffic.

Existing floor area data:

Mall Over 350,000 sq. ft.

Marketplace Over 250,000 sq. ft.

Total existing Est. 600,000 sq. ft. of retail/restaurant space

5. Undeveloped Marketplace Est. 150,000 sq. ft.

6. Total existing/proposed retail, restaurant, and theatre floor area - over 750,000 sq. ft.

7. Number of tenants:

Flagstaff Mall 67

Marketplace 7

8. Total tax revenue for the Flagstaff Mall and Marketplace for the past four years is provided in the table below. This tax revenue is based on the 1% general sales tax, 0.721% transportation sales tax, and 2% BBB sales tax.

Calendar Year	Flagstaff Mall	Marketplace	Total
2009	\$1,396,777	\$851,973	\$2,248,749
2010	\$1,374,713	\$831,496	\$2,206,209
2011	\$1,126,081	\$912,416	\$2,038,497
2012	\$1,005,611	\$1,040,503	\$2,046,114
Annual Average	\$1,225,795	\$909,097	\$2,134,892

9. The proposed sign may help clarify directions for traffic going to the Mall and Marketplace along the same routes as significant tourist traffic traveling to Lake Powell and other northern Arizona attractions.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

The amendments proposed to the City's Sign Regulations allowing for the new Flagstaff Mall and Marketplace District satisfies one of the stipulations of the December 2011 Settlement Agreement, and assures that no further costs will be incurred by the City on this issue.

Community Involvement:

INFORM - Staff has described the proposed amendments and provided updates to such organizations as Northern Arizona Builders Association, Flagstaff Chamber of Commerce, and Northern Arizona Association of Realtors.

An 1/8 page display advertisement was printed in the August 16, 2013 Arizona Daily Sun in advance of the August 21st Planning and Zoning Commission work session, and a similar legal notice was printed in the August 23, 2013 Arizona Daily Sun at least 15 days in advance of the Planning and Zoning Commission's September 11, 2013 public hearing and the Council's October 15, 2013 public hearing as required by the Zoning Code.

At the August 21st Planning and Zoning Commission work session no citizens addressed the Commission on this proposed amendment. However, the commissioners discussed this proposed amendment at length. At the Planning and Zoning Commission's September 11, 2013 public hearing, the Commission by a 5-0 vote of the members present moved "to recommend that the City Council not approve the proposed amendments to Section 10-50.100.080.E (Flagstaff Mall and Marketplace

District)." The Commission argued that the public has been left out of the process until at least the amendments were forwarded to the Commission; the City spent significant resources removing billboards, and that effort should be respected; and, the idea of allowing one developer a sign that no other developer could legally build is wrong.

Expanded Options and Alternatives:

1. Adopt Ordinance No. 2013-22 to amend Flagstaff Zoning Code Division 10-50.100 (Sign Standards)
2. Modify and adopt Ordinance No. 2013-22 to amend Division Division 10-50.100 (Sign Standards)
3. Do not adopt Ordinance No. 2013-22.

Attachments: [Ord. 2013-22](#)
 [Sign Rendering](#)
 [Settlement Agreement](#)

ORDINANCE NO. 2013-22

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA, AMENDING TITLE 10, ZONING CODE, DIVISION 10-50.100, SIGN
STANDARDS, SECTION 10-50.100.080, SIGN DISTRICTS OF SPECIAL
DESIGNATION, OF THE FLAGSTAFF ZONING CODE BY ADDING SECTION
10-50.100.080.E, FLAGSTAFF MALL AND MARKETPLACE DISTRICT**

RECITALS:

WHEREAS, the City Council has determined that amendments to Division 10-50.100, Sign Standards, of the City of Flagstaff Zoning Code are required to ensure consistency with current procedures and processes; and

WHEREAS, the proposed amendments ensure consistency with applicable Arizona Revised Statutes and ensure consistency with current procedures and processes through the amendment of the following: Division 10-50.100, Sign Standards, Section 10-50.100.080, Sign Districts of Special Designation; and

WHEREAS, the City Council intends, by adopting the proposed amendments, to protect and promote the public health, safety, convenience, and general welfare of the citizens of the City of Flagstaff; to provide for the orderly growth and development of the City; and

WHEREAS, the City Council finds that the City has complied with the notice requirements of Arizona Revised Statutes § 9-462.04;

ENACTMENTS:

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

SECTION 1. That Section 10-50.100.080, SIGN DISTRICTS OF SPECIAL DESIGNATION, is hereby amended as follows:

10-50.100.080 Sign Districts of Special Designation

E. Flagstaff Mall and Marketplace District

1. Purpose

This Section establishes additional sign regulations for the Flagstaff Mall and Marketplace District.

2. Applicability

a. The Flagstaff Mall and Marketplace District includes those lots developed as the Flagstaff Mall and Marketplace, a portion of Historic Route 66 between North Test Drive and North Country

Club Drive, a portion of North Country Club Drive from Historic Route 66 to East Nestle Purina Avenue, and City owned property on the northeast corner of the intersection of North Country Club Drive and East Nestle Purina Avenue as illustrated in Figure F. The Flagstaff Mall and Marketplace District is not to be confused with any other district which may be designated for special consideration within the City of Flagstaff.

- b. The special regulations for the Flagstaff Mall and Marketplace District apply only to an off-premise Flagstaff Mall and Marketplace identification sign located within an easement area defined in Easement Agreement (Monument Sign) between the City of Flagstaff and Flagstaff Mall SPE LLC on City owned property on the northeast corner of the intersection of North Country Club Drive and East Nestle Purina Avenue. All other signs proposed on all lots and parcels within the Flagstaff Mall and Marketplace District shall comply with the applicable provisions of this Division. Any real property located within both the Flagstaff Marketplace District and Flagstaff Auto Park District shall be considered as belonging to one or the other of these districts. No combination of districts is intended by the overlapping of the Flagstaff Mall and Marketplace District and the Flagstaff Auto Park District. The Flagstaff Mall and Marketplace identification sign referenced above may also include the name “Auto Park” within the sign name portion of the sign above the future tenant panels.

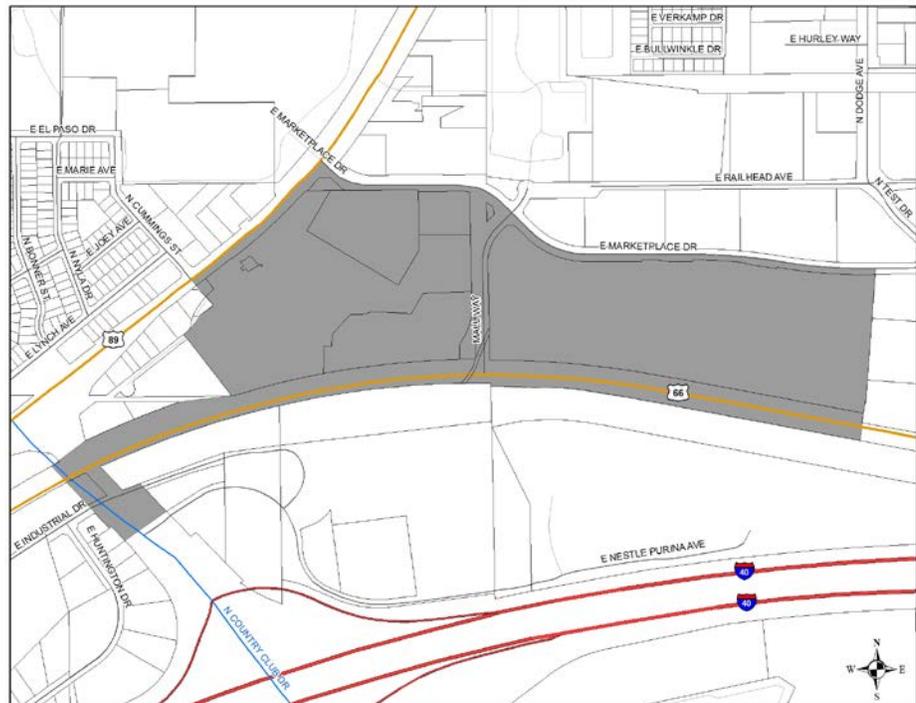


Figure ~~EE~~. Flagstaff ~~Mall and Marketplace~~ ~~Auto Park~~ District

3. Permits

- a. Permits for signs in the Flagstaff Mall and Marketplace District may only be issued after a completed sign permit application (Refer to Section 10-20.40.120 (Sign Permit - Permanent Sign Structures) and Section 10-20.40.130 (Sign Permit - Temporary Signs)) has been reviewed by the Planning Director.
- b. The Planning Director may approve, conditionally approve or deny a sign proposal for the off-premise Flagstaff Mall and Marketplace identification sign, and shall only approve an application that complies with the Design Standards established in Subsection 4.

4. Design Standards

The Flagstaff Auto Park and Marketplace District identification sign shall be designed and constructed in accordance with the approved Comprehensive Sign Plan dated January 10, 2006 for the Flagstaff Mall and Marketplace, and shall comply with the following standards. Refer also to Figure G.

a. Overall Sign Dimensions

(1) Height

The maximum overall height of the sign shall be 22 feet and six inches measured from the highest finish grade at the base of the sign to the top of the sign. The maximum height of the sign body (i.e. future tenant panels signage area) and sign base measured from the highest finish grade to the base of the sign shall be 20 feet.

(2) Length

The maximum length of the sign base shall be 17 feet.

(3) Width

The maximum width of the sign base shall be four feet.

(4) Sign Name

The maximum height of the portion of the sign where the letters "Flagstaff Mall & Marketplace Auto Park" will be located shall be six feet, and its maximum width shall be 14 feet and six inches.

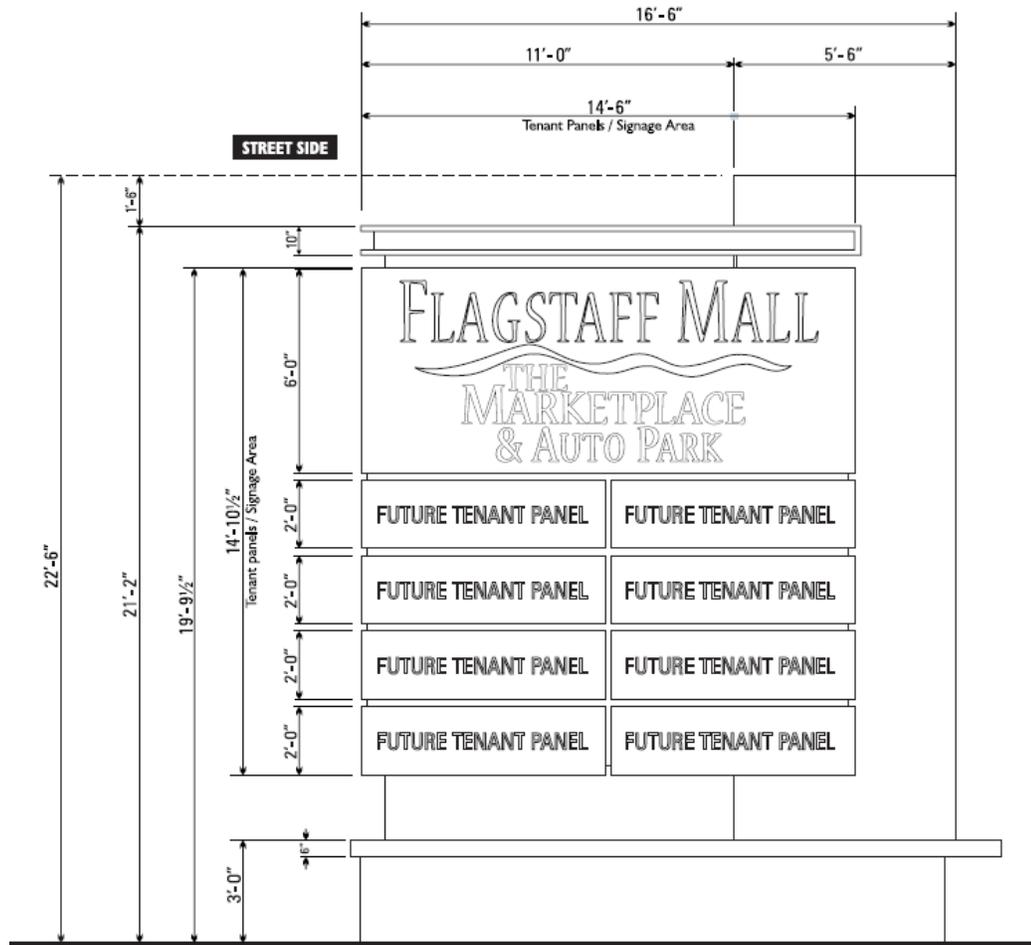


Figure GF. ~~Primary~~ Flagstaff Mall and Marketplace Auto Park District Identification Sign

b. **Sign Materials and Standards**

- (1) The sign base shall be constructed with natural stone or an authentic simulation of natural stone and capped with a concrete cap no more than six inches thick.
- (2) The sign cabinet exterior shall be aluminum painted with no more than two complimentary colors with a satin finish.
- (3) Eight removable aluminum routed faces mounted in two columns of four sign faces each shall be provided for future tenants of the Flagstaff Mall and Marketplace District.
- (4) A white acrylic internally illuminated accent feature may be incorporated into the top of the sign cabinet.
- (5) The name used to identify this sign shall be "Flagstaff Mall & Marketplace Auto Park" may be incorporated into the top of the sign cabinet.

(6) Sign Area

- (a) The overall sign area shall not exceed 216 sq. ft. on each side of the sign.
- (b) The area for each of the future tenant panels shall not exceed two feet in height and a total width for both columns of panels of 14 feet and 6 inches.
- (c) Each future tenant panel shall be separated from the sign face above or below it by no more than three inches.
- (d) The total height of the signage area shall not exceed 14 feet and 8 inches.

c. Sign Illumination:

- (1) The sign shall be internally illuminated only, and no external indirect illumination of the sign structure by any means is permitted.
- (2) Internally illuminated sign panels shall be constructed with an opaque background and translucent letters and symbols, or with a colored background and lighter letters and symbols. Where white or other night bright colors are part of a logo, such colors are permitted in the logo only, provided that the logo represents not more than fifty percent (50%) of the total sign area permitted.

d. Landscaping:

A landscape area shall be located at the base of the sign in accordance with the requirements for landscaping freestanding signs established in Table 10-50.100.060.H (Standards for Freestanding Signs).

4-5. Sign Maintenance

Signs shall be maintained in accordance with the provisions of Section 10-50.100.050.E.

SECTION 2: That the City Clerk be authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary; and that the City Clerk be authorized to make formatting changes needed for purposes of clarity and form, if required, to be consistent with Flagstaff City Code.

SECTION 3: That, if any section, subsection, sentence, clause, phrase or portion of this ordinance or any of the amendments adopted in this ordinance is for any reason held to be

invalid, unconstitutional, or unenforceable by a decision of any court of competent jurisdiction, such decision shall not affect any of the remaining portions thereof.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

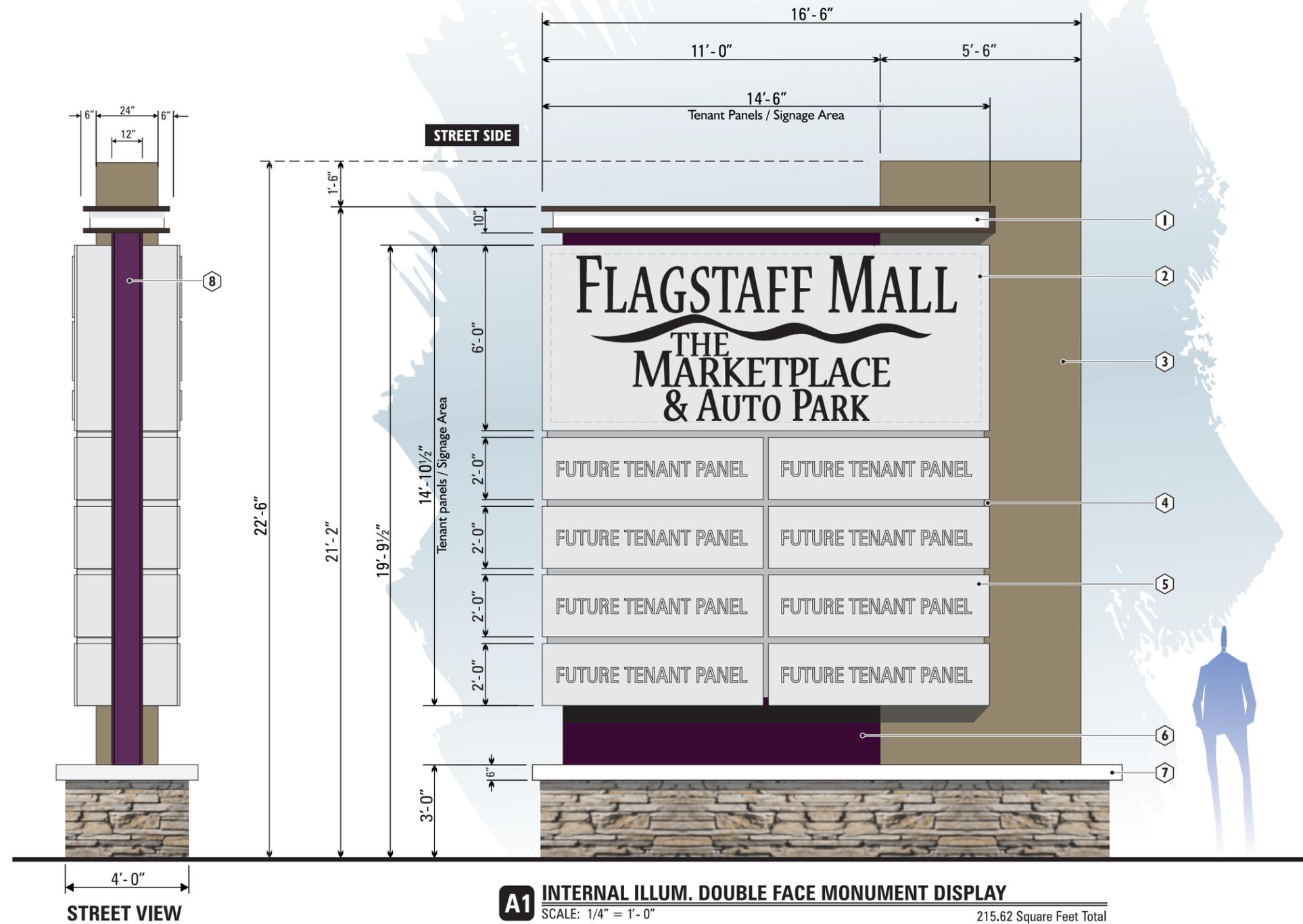
APPROVED AS TO FORM:

CITY ATTORNEY

SCOPE OF WORK:

Manufacture / Install (1) One internal illuminated Double faced monument display.

SPECIFICATION KEY	
1	White acrylic accent. Internal illuminated. Metal ptd Kynar Extra Dark Bronze. No texture.
2	Removable .125 aluminum routed faces, 3/4" Clear acrylic (2nd surface White diffuser) push thru letters overlaid w/ 3M 3635-222 Black perforated vinyl. Panel ptd satin finish, to match Dunn-Edwards DE6226 Foggy Day. No texture.
3	Aluminum ptd satin finish, Dunn-Edwards DE6062 Tea Bag. No texture.
4	1"x 2" Reveal. Typ. Painted satin finish Dunn-Edwards DE6226 Foggy Day. No texture.
5	Removable .125 aluminum routed faces, 3/4" Clear acrylic (2nd surface White diffuser) push thru letters per Tenant corp. colors. Panel ptd satin finish to match Dunn-Edwards DE6226 Foggy Day. No texture.
6	Aluminum, ptd satin finish to match Dunn-Edwards DEA194 Mulberry. No texture
7	CULTURED STONE: Aspen Country LedgeStone. Cap / Stone work supplied and installed by owner
8	ILLUMINATED ACCENT: Channel/Retainers painted to match PMS 2622. Clear polycarbonate face, illuminated w/ (2) Rows of Purple neon.



A1 INTERNAL ILLUM. DOUBLE FACE MONUMENT DISPLAY
 SCALE: 1/4" = 1'-0"
 215.62 Square Feet Total

6.1/2" CHANGE TOP PANEL LAYOUT. 8.1/2" INCREASE SIZE OF TOP PANEL.
 1.2 COMBINE TOP FOUR PANELS INTO ONE. ADD PROPOSED TENANTS. 3.1/2" DELETE TENANT NAMES AND MODIFY DESIGN. ADD TWO NEW OPTIONS. 4.1" MODIFIED. "A2" DELETED. 5.1" DELETED.

YESCO LLC FLAGSTAFF BRANCH 5702 E. Railroad Avenue, Flagstaff, AZ 86004 Phone (928) 853-2003 / Fax (928) 526-2028		
AZ Contractor Licenses: SIGNS #ROC260959, AWNINGS #ROC260960, ELECTRICAL #ROC260958		
CLIENT NAME / PROJECT ADDRESS FLAGSTAFF MALL & MARKETPLACE 4650 N. HIGHWAY 89 FLAGSTAFF, ARIZONA		
ACCOUNT EXECUTIVE Keith Roberts		
ORIGINAL DESIGNER Jim Weadock		
ORIGINAL DATE 07/26/12		
SCALE AS NOTED		
REV.	DATE	BY
△	09/12/12	TALL
△	09/17/12	TALL
△	08/12/13	TALL
△	08/13/13	TALL
△	09/12/13	TALL
△	09/12/13	TALL
△	09/20/13	TALL
△	09/20/13	TALL
TRACKING NUMBER 6092056-R8		
SHEET 1 OF 2		

Flagstaff Settlement Agreement

January 6, 2012

Executive Summary

In late 2009, MAC began a mediation process with the City of Flagstaff to attempt to recoup additional funding for reimbursable public infrastructure at the Mall and Marketplace under the 2004 Development Agreement (deal between the City and MAC to build the Marketplace and significant associated public improvements). Unable to reach agreement, in February 2011, we filed a claim against the City in Coconino Superior Court. After further negotiations, a final settlement was reached on December 20, 2011. The Settlement Agreement involves four (4) documents:

1. Settlement Agreement and Release, and incorporates the following Exhibits:
2. Easement Agreement (Monument Sign)
3. Option Agreement for City Property
4. Option Agreement for Auto Mall Property

The benefits of the Settlement to MAC are the following:

- \$400,000 cash – received and deposited on Friday 12/30/11
- Free Option for 10 years for two strips of property adjacent to the mall and Ph2 Market sites - potential to add for parking capacity in the future if needed
- Option for a 10 acre parcel adjacent to Home Depot at a price of \$2.50/sf for 3 years – tenant driven, will require an amendment to the Auto Mall CCR's to allow non-auto uses
- Sign Easement to do an "off-premise" sign along Country Club Drive leading from I-40 to the Mall and Marketplace. 22.5 foot high monument sign, up to 216 square feet of sign area on each side
- Lessening of requirement to maintain a resource area on our Ph2 site – only have to maintain trees of "6 inches in diameter or greater at breast height". Will allow us to utilize more property for parking
- Expedited reviews - all city reviews receive 50% less review times than city standard - for 10 years

We originally asked the City for an additional \$1MM reimbursement for overage on costs we accrued during construction of infrastructure improvements for the Market. A conservative estimate values the monetary benefits in this deal (cash plus options) at approximately \$1.2M, plus the non-monetary items that will benefit the property into the future.

The attached exhibit provides a graphic depiction of the locations of some of the benefits. See the four Settlement documents for more detailed information.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between The Westcor Company Limited Partnership, an Arizona limited partnership, Flagstaff Mall SPE LLC, a Delaware limited liability company, and Railhead Associates, L.L.C., an Arizona limited liability company (hereinafter collectively referred to as "Westcor") and City of Flagstaff, an Arizona municipal corporation (the "City"). Westcor and the City are sometimes referred to herein collectively as the "Parties."

RECITALS

A. On February 18, 2004, Westcor and the City entered into a Development Agreement (which together with the First Amendment to Development Agreement dated January 16, 2008, hereinafter referred to as the "Development Agreement") which defined the responsibilities and obligations of the parties with regard to their development and construction of certain public and private improvements, including a commercial retail center called the Flagstaff Marketplace (collectively, the "Flagstaff Project"), in the East Flagstaff Gateway Redevelopment Area.

B. As the improvements associated with the Flagstaff Project were being completed, the parties encountered several disputes arising from Westcor's contention that the City had failed to reimburse Westcor for significant costs that it had incurred that were subject to reimbursement by the City under the Development Agreement. The City denied any responsibility for such reimbursements.

C. On February 11, 2010, Westcor served its Notice of Claim and Demand for Mediation upon the City, after which the parties engaged in an unsuccessful mediation on July 22, 2010. Westcor then filed and served its Verified Complaint (hereinafter "Verified Complaint" or "Lawsuit") against the City on or about January 31, 2011. Thereafter, the parties agreed that the City's response to the Verified Complaint should be stayed, pending the parties' further negotiations. Those negotiations have resulted in the settlement embodied in this Agreement.

D. The Development Agreement expired by its own terms on or about February 28, 2009, except as to certain surviving provisions referenced in Section 8 of this Agreement.

NOW, THEREFORE, in exchange for and in consideration of the foregoing recitals and the mutual covenants and obligations contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby state, confirm, warrant, represent and agree as follows:

SETTLEMENT TERMS AND CONDITIONS

1. **Recitals.** The foregoing recitals, which the parties agree are true and correct, are incorporated by this reference into these Settlement Terms and Conditions.

2. No Admission of Liability. This Agreement is intended as a full accord and satisfaction of those disputed claims set forth in Westcor's Verified Complaint. Nothing in this Agreement is to be considered, construed or asserted as an admission of liability or wrongdoing on the part of any entity or person. The City and Westcor each expressly deny any liability for any alleged wrongdoing of any kind.

3. Effective Date. This Agreement shall be deemed to be effective and fully enforceable as of the date of its approval by the Flagstaff City Council (the "Effective Date").

4. Consideration to Westcor. In consideration of the terms, conditions and mutual releases contained in this Agreement, the City agrees to provide the following to Westcor:

4.1 Payment. The City shall cause to be paid to Westcor the sum of \$400,000.00, which shall be paid in one (1) installment on or before December 30, 2011. Such payment by the City shall be made by check made payable to The Westcor Company Limited Partnership and sent to Chet Cramin, SVP, Associate General Counsel, c/o Macerich Company, 401 Wilshire Blvd., Suite 700, Santa Monica, CA 90401, or by electronic funds transfer arranged by contacting Mr. Cramin by email addressed to Chet.Cramin@macerich.com.

4.2 Signage. The City shall grant to Westcor an easement on City-owned property for the sole purpose of the erection and maintenance of a 22.5 foot high monument sign, with a maximum signage area of 216 square feet on each of two sides, which City property is located near Interstate 40 and more particularly described in the Easement Agreement attached hereto and incorporated in this Agreement as Exhibit "1". Said Easement Agreement shall be properly executed and notarized by the City and delivered to Westcor on or before the Effective Date of this Agreement. Notwithstanding the grant of the easement by the City to Westcor pursuant to the Easement Agreement, it shall be the sole responsibility of Westcor to obtain all required governmental approvals in connection with the erection of such monument sign, including, without limitation, any and all approvals required to be obtained from the Arizona Department of Transportation.

4.3.1 Option Agreements. On or before the Effective Date of this Agreement, the City shall execute and deliver to Westcor, or cause to be executed and delivered to Westcor, in care of its counsel, Don P. Martin at Quarles & Brady LLP, One Renaissance Square, Two North Central Avenue, Phoenix, AZ 85004-2391, two (2) Option Agreements, in the form attached hereto as Exhibits "2" and "3", and incorporated in this Agreement, granting to Westcor certain options to acquire real property, two (2) parcels of which are owned by the City and three (3) parcels of which are owned by Flagstaff Auto Mall Development, LLC. These parcels are located adjacent to Flagstaff Mall and the Flagstaff Marketplace.

4.3.2 The City hereby acknowledges that, pursuant to the terms of the Option Agreement between Flagstaff Auto Mall Development, LLC and Westcor, Flagstaff Auto Mall Development, LLC will agree to use commercially reasonable efforts to work with the owners of lots and parcels within Flagstaff Auto Park to amend certain terms and conditions of the covenants, conditions and restrictions applicable to the Flagstaff Auto Park (the "Auto Park CC&Rs"), including, among other things, amending the use restrictions applicable to the lots and

When recorded, return to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

EASEMENT AGREEMENT
(Monument Sign)

This Easement Agreement (this "**Agreement**") is made and entered into as of the 20th day of December, 2011, by and among CITY OF FLAGSTAFF ("**Grantor**"), and FLAGSTAFF MALL SPE LLC, a Delaware limited liability company ("**Grantee**").

RECITALS

A. Grantor is the fee owner of certain real property located in Coconino County, Arizona, which property is legally described on Exhibit A attached hereto and incorporated herein by this reference, and which property (designated by cross-hatching) is shown on Exhibit C attached hereto ("**Easement Area**"). Grantee is the fee owner of certain real property located in Coconino County, Arizona, which property is legally described on Exhibit B attached hereto (the "**Grantee Property**").

B. Grantor and Grantee are parties to that certain Settlement Agreement and Release of even date herewith (the "**Settlement Agreement**").

C. In furtherance of the specific provisions of the Settlement Agreement, Grantor and Grantee desire to establish an easement and related rights for monument signage to be located within the Easement Area.

D. Grantor and Grantee may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt, validity and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. MONUMENT SIGNAGE.

1.1 Rights Granted.

(a) Grant of Easement. Grantor hereby grants to Grantee an easement for the benefit of Grantee and its Affiliates and licensees over and across the Easement Area for the purpose of the installation, operation, maintenance, repair, restoration and replacement of a

monument sign with a maximum height of twenty-two and one-half (22.5) feet above finish grade of (a) the Easement Area or (b) the adjacent public street, whichever is higher, and with a maximum signage area (excluding architectural features) of 216 square feet on each of two sides (the "Monument Sign"). In addition to the grant of the easement over the Easement Area, Grantor hereby grants to Grantee the reasonable right of access to the Easement Area and the right to install, maintain, operate, repair, restore and replace landscaping, lighting, irrigation facilities, utility lines and facilities, and other improvements related to operation and maintenance of the Monument Sign.

(b) Use. Grantee's rights under this Agreement provide Grantee with an exclusive right to have signage within the Easement Area; provided, however, that it shall be the sole responsibility of Grantee to obtain all required governmental approvals in connection with the erection of the Monument Sign, including, without limitation, any and all approvals required to be obtained from the Arizona Department of Transportation. Grantor agrees that it will not unreasonably withhold, condition or delay any approvals required from Grantor in connection with the Monument Sign. Grantor shall not use the Easement Area for any purpose that is not consistent with the rights granted to Grantee under this Agreement or that would materially interfere with the visibility of the Monument Sign from public streets. Grantee, in exercising its rights under this Agreement, shall use reasonable care to minimize disruption to the Easement Area.

(c) Maintenance. At all times during the term of this Agreement, Grantee shall maintain and operate the Monument Sign and other improvements it installs within the Easement Area in good condition and repair and in accordance with applicable laws and regulations, all at Grantee's sole cost and expense. Any damage (other than any ordinary wear and tear) to the Easement Area that results from any use thereof by Grantee, or anyone claiming use rights under any Grantee, shall be promptly repaired by Grantee to the condition existing prior to such damage.

1.2 Intentionally Omitted.

1.3 Limitation on Users. Notwithstanding anything contained herein to the contrary, the Grantee hereby acknowledges and agrees that, unless otherwise agreed by Grantor, the Monument Sign shall be used solely for the purpose of marketing and advertising the Flagstaff Mall, Flagstaff Marketplace and the tenants and occupants thereof and no other parties.

2. DEFAULT REMEDIES.

2.1 Remedies Upon Default. In the event of any breach or default of any term or provision hereof, if such breach or default is not cured within (i) ten (10) days after written notice thereof is given to the defaulting Party by the non-defaulting Party, in the case of monetary default, or (ii) within thirty (30) days after notice thereof is given to the defaulting Party by the non-defaulting Party, in the case of non-monetary default (provided, however, that if such default cannot reasonably be cured within thirty (30) days, then the breaching Party shall not be deemed in default if the curing is commenced within said thirty (30) days and thereafter diligently pursued to completion), the non-defaulting Party shall have any and all rights and remedies available pursuant to this Agreement, or existing at law or in equity, including, without

limitation, the right to an injunction and the right to cure the default at the expense of the defaulting Party. The foregoing notwithstanding, no default under this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect in any manner any other rights or remedies that any Party may have by reason of such default.

2.2 Cumulative Remedies. The remedies permitted or available pursuant to the provisions of this Agreement, at law or in equity shall be cumulative.

2.3 Attorneys' Fees and Costs. In the event suit is brought for the enforcement of, or the declaration of rights pursuant to, this Agreement or as the result of any alleged breach of any restriction, covenant or other provision of this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such proceedings shall include an award thereof. The amount of attorneys' fees and costs shall be set by the court and not a jury.

3. GENERAL.

3.1 Notices. No notice, consent, approval or other communication provided for herein or given in connection herewith shall be validly given, made, delivered or served unless it is in writing and delivered personally, sent by overnight courier, or sent by registered or certified United States mail, postage prepaid, with return receipt requested, to:

To Grantor: City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attention: City Manager
Tel: (928) 774-5281

With a copy to: City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attention: City Attorney
Tel: (928) 213-2025

To Grantee: Flagstaff Mall SPE LLC
11411 North Tatum Boulevard
Phoenix, Arizona 85028
Attention: Garrett Newland, VP Development
Tel: (602) 953-6200

With a copy to: The Macerich Company
401 Wilshire Boulevard, Suite 700
Santa Monica, California 90401
Attention: General Counsel
Tel: (310) 394-6000

and

Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004-2391
Attention: Derek L. Sorenson, Esq.
Tel: (602) 229-5320

Any Party hereto may from time to time change its address by notice to the other parties given in the manner provided herein. Notices, consents, approvals, and communications given by mail shall be deemed delivered upon the earlier of forty-eight (48) hours after deposit in the United States mail in the manner provided above or upon delivery to the respective addresses set forth above if delivered personally or sent by overnight courier.

3.2 Interpretation. The captions of the Sections of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either Party regardless of which Party drafted this Agreement or any portion thereof.

3.3 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein.

3.4 Severability. Invalidation of any of the restrictions or other provisions of this Agreement shall in no way affect any of the other restrictions or provisions of this Agreement.

3.5 Covenants to Run with Land. The provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns, successors and personal representatives of Grantor and Grantee.

3.6 No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a Party hereto, and no such Party shall have any right or cause of action hereunder.

3.7 Entire Agreement. This Agreement constitutes the entire agreement between and reflects the reasonable expectations of the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties relating to the subject matter hereof, oral or written, are hereby superseded and merged herein.

3.8 Termination; Amendment. This Agreement may be amended, terminated or canceled, in whole or in part, only by the agreement of all Parties. No such amendment, termination or cancellation shall be effective until a written instrument setting forth its terms has been executed by all Parties, acknowledged and recorded in the records of Coconino County, Arizona. No person, tenant or other entity other than the Parties shall be required to join in the execution of or consent to any Amendment. Notwithstanding anything contained in the

foregoing or elsewhere in this Agreement to the contrary, this easement shall automatically terminate and be of no further force or effect at such time as Grantee removes its Monument Sign from the Easement Area with no present intention to replace such Monument Sign with a replacement sign.

3.9 Further Assurances. Grantor and Grantee shall execute and deliver all such documents and perform all such acts as reasonably requested by the other Party from time to time as expressly required by this Agreement.

3.10 Incorporation of Exhibits. All exhibits attached to this Agreement are by this reference incorporated herein and restated as though set forth in full.

3.11 Headings. The captions and headings of the various Articles and Sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective Articles or Sections.

3.12 Arizona Law. This Agreement shall be governed by the laws of the State of Arizona.

3.13 Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute but one agreement.

3.14 Due Authority. Each Party acknowledges and warrants that it is fully authorized and empowered to execute this Agreement by and through the individuals executing below.

3.15 Conflicts of Interest. This Agreement is subject to, and may be terminated by the City in accordance with, the provisions of A.R.S. § 38-511.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Easement Agreement
(Monument Sign)
Flagstaff Mall SPE LLC

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

GRANTEE:

FLAGSTAFF MALL SPE LLC, a Delaware limited liability company

By: *Don M. Foster*
Name: Don M. Foster
Title: SVP- Construction & Design

STATE OF ARIZONA)
COUNTY OF Maricopa) ss.

On this 16th day of December, 2011, before me, the undersigned officer, personally appeared Don M. Foster, who acknowledged her/himself to be Senior Vice President of FLAGSTAFF MALL SPE LLC, a Delaware limited liability company:

whom I know personally;
 whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
 whose identity I verified on the basis of her/his _____,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Monica Panza
Notary Public



Description of document this notarial certificate is being attached to:	
Type/Title	Easement Agreement (Monument Sign)
Date of Document	
Number of Pages	
Add'l Signers (other than those named in this notarial certificate)	

LIST OF EXHIBITS

- | | |
|------------------|---|
| EXHIBIT A | LEGAL DESCRIPTION OF THE EASEMENT AREA |
| EXHIBIT B | LEGAL DESCRIPTION OF GRANTEE PROPERTY |
| EXHIBIT C | SITE PLAN |

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

LEGAL DESCRIPTION

Exhibit A

#311016A (12/05/11)

The following is a legal description of a parcel of land lying within the northeast quarter of Section 7, Township 21 North, Range 8 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found 2" aluminum cap "C1/4, S7, LS 22258" at the center quarter corner of Section 7 as shown on Final Plat of Southeast Industrial Park, recorded at Case 7, Map 48, Official Recorders of Coconino County (herein referred to as R1), from which a found 2" aluminum cap in asphalt "1/4, S7, LS 22258" at the east quarter corner of said Section bears North 89°52'06" East, a distance of 2655.05 feet (measured, and basis of bearing for this description) (North 89°41'52" East, a distance of 2654.94 feet as shown on Results of Survey, ADOT Right of Way Plans, Flagstaff-Cameron Highway, Federal ID #U 089-C-801);

Thence along said mid-Section line North 89°52'06" East, a distance of 658.71 feet (North 89°42'20" East, a distance of 658.57 feet as described in Final Order of Condemnation, recorded at Docket 520, Page 68, Official Recorders of Coconino County, herein referred to as R2) to a point on the southerly Right of Way line of Interstate I-40 interchange, said point being at the cusp of a non-tangent curve concaved to the southwest, having a radius of 496.06 feet (R1) (a radius of 496.11 feet R2) and a central angle 23°58'15", from which the chord bearing of said curve bears North 27°04'49" West, a distance of 194.81 feet;

Thence leaving said mid-Section line, along said Right of Way line northwesterly along said curve, a distance of 196.24 feet (a distance of 196.70 feet R2);

Thence continuing along said Right of Way line North 39°12'55" West, a distance of 295.91 feet (North 39°22'23" West, a distance of 295.91 feet R1) (North 39°17'00" West, a distance of 295.56 feet R2) to a found 1/2" rebar,

Thence continuing along said Right of Way line North 43°39'26" West, a distance of 362.39 feet (North 43°52'13" West, a distance of 362.39 feet R1) (North 43°47'00" West, a distance of 362.03 feet R2) to a point on the southerly Right of Way line of Burlington Northern Santa Fe Railway,

Thence along said Railway Right of Way line North 69°18'02" East, a distance of 326.08 feet (North 69°17'28" East, a distance of 326.08 feet R2) to a found 1/2" rebar with plastic cap "LS 26406" on the northerly Right of Way line of said Interstate I-40 interchange;

Thence along said Interstate Right of Way line South 43°39'26" East (South 43°47'00" East R2), a distance of 54.34 feet (South 43°47'00" East, a distance of 54.34 feet as described in Quit Claim Deed, recorded at Docket 585, Page 138, Official Recorders of Coconino County) to a point on the southerly Right of Way line of Industrial Drive;

Thence leaving said Right of Way line South 29°24'20" West, a distance of 145.93 feet and the **TRUE POINT OF BEGINNING**;

Thence South 37°24'18" West, a distance of 22.00 feet, from which a traffic sign post being 2 feet in diameter bears North 48°22'59" West, a distance of 24.09 feet;

Thence South 52°35'42" East, parallel with and 4.00 feet northeast of the existing back of concrete sidewalk, a distance of 10.00 feet;

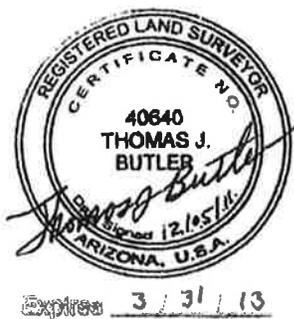
Thence North 37°24'18" East, a distance of 22.00 feet;

Thence North 52°35'42" West, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 220 Square Feet, more or less.

See exhibit B attached hereto and made apart hereof.

This legal description was prepared by Thomas J. Butler, RLS 40640, on behalf of and at the request of The WLB Group, Inc., Flagstaff, Az.



Sign Easement

Descriptive Title

04-00195

City File No.

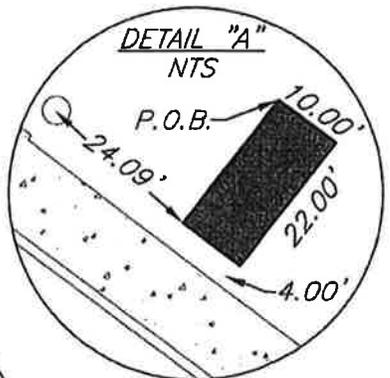
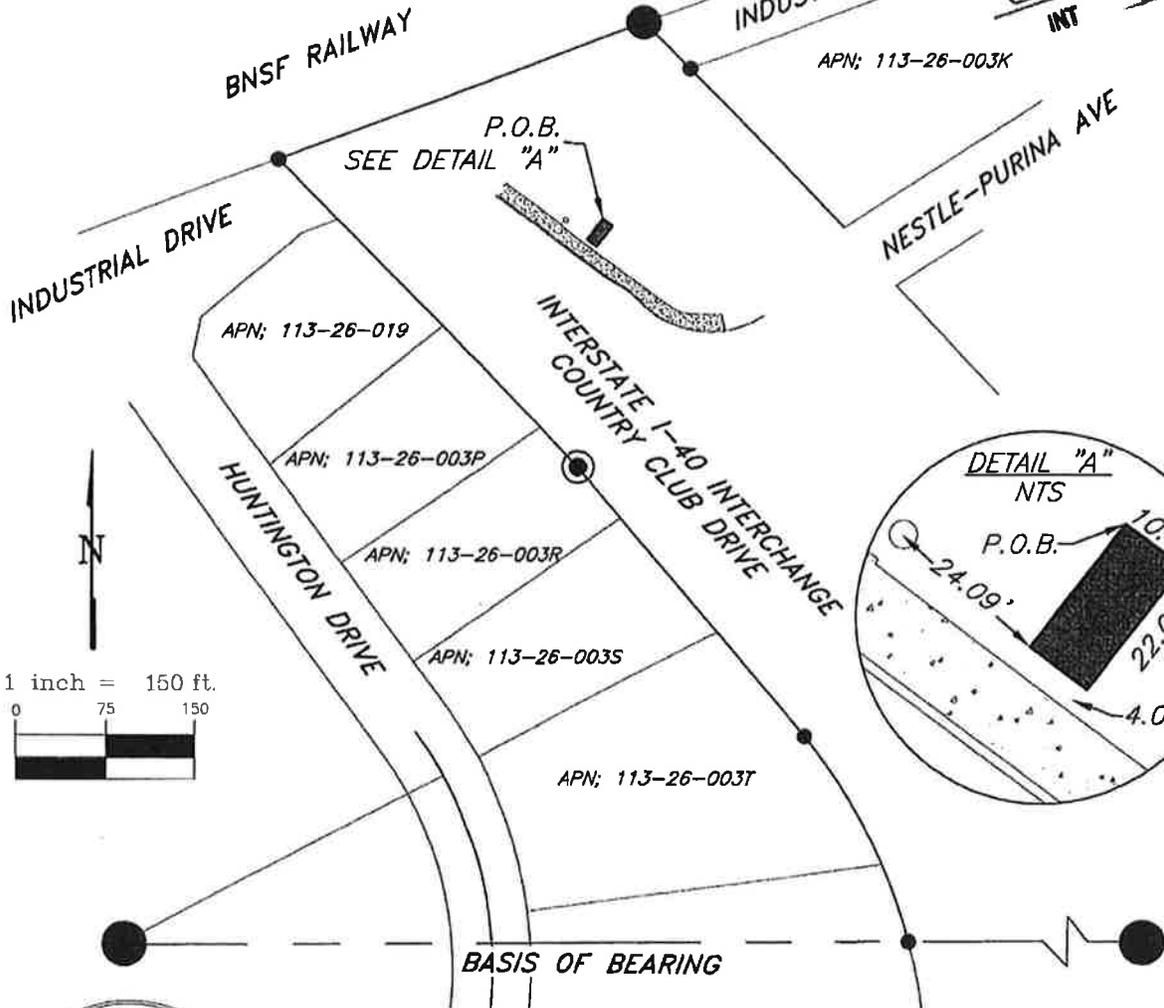
ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
CJD
INT
12.5.11
DATE

EXHIBIT B TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF NE 1/4, SECTION 7,
TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A
BOUNDARY SURVEY AND SHOULD NOT BE
CONSTRUED AS ONE.
ITS PURPOSE IS SOLELY TO GRAPHICALLY
DEPICT THE LOCATION OF THE AREA DESCRIBED.

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV
CHD 12.5.11
INT DATE



LEGEND

- PROPERTY/RIGHT OF WAY LINE
- ADJOINER PROPERTY LINE
- SECTION LINE
- PROPOSED AREA
- FOUND 1/2" REBAR WITH PLASTIC CAP "LS 26406"
- FOUND 1/2" REBAR (NO CAP OR TAG)
- FOUND 2" ALUMINUM CAP
- CALCULATED POINT

The WLB Group, INC. **WLB**
WLB No. 311016A001

DATE = 12/05/11
PAGE 3 OF 3

04-00185
City File No.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

DESCRIPTION

PARCEL NO. 1: - (Developer Tract - Fee Parcel)

A parcel of land consisting of a portion of the Northeast quarter of Section 7, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, and being more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7;
thence South $00^{\circ} 59' 30''$ East along the West line of said Northeast quarter of the Northeast quarter, 240.63 feet to a point lying on the South right of way line of U.S. Highway 89, said point being the TRUE POINT OF BEGINNING;
thence along said South right of way, along a curve to the left, having a radius of 3874.72 feet, a tangent bearing of North $46^{\circ} 28' 34''$ East, a central angle of $03^{\circ} 59' 02''$, an arc distance of 269.42 (record 267.16) feet to a point on the curve lying on the South right of way line of Railhead Avenue;
thence North $89^{\circ} 33' 44''$ East (record North $89^{\circ} 34' 37''$ East) along said South right of way, along a line 50.00 feet South of and parallel to the North line of said Section 7, a distance of 155.70 feet;
thence South $30^{\circ} 32' 35''$ West 293.00 feet;
thence South $59^{\circ} 27' 25''$ East 663.54 feet;
thence North $30^{\circ} 32' 35''$ East 256.46 feet;
thence North $01^{\circ} 07' 52''$ West 372.91 feet to a point lying on said South right of way line of Railhead Avenue;
thence North $89^{\circ} 33' 44''$ East (record North $89^{\circ} 34' 37''$ East) along said South right of way, along a line 50.00 feet South of and parallel to the North line of said Section 7, a distance of 153.01 feet;
thence South $01^{\circ} 07' 52''$ East along a line 274.35 feet West of and parallel to the East line of said Section 7, a distance of 486.03 feet;
thence South $30^{\circ} 32' 35''$ West 521.92 feet;
thence South $47^{\circ} 53' 31''$ East 196.34 feet to a point lying on a curve on the North right of way line of U.S. Highway 66;
thence continuing the next four courses along said North right of way commencing with said curve to the left, having a radius of 5829.65 feet, a tangent bearing of South $86^{\circ} 00' 06''$ West, a central angle of $02^{\circ} 07' 17''$, an arc distance of 215.86 feet to a point on a curve;
thence along said curve to the left having a radius of 5829.65 feet, a tangent bearing of South $83^{\circ} 54' 57''$ West, a central angle of $00^{\circ} 47' 09''$, an arc distance of 79.96 feet to a point on a curve;
thence along said curve to the left, having a radius of 5829.65 feet, a tangent bearing of South $82^{\circ} 58' 11''$ West, a central angle of $06^{\circ} 12' 21''$, an arc distance of 631.41 feet to a point on the curve;
thence South $75^{\circ} 32' 35''$ West 298.81 feet;

continued

PARCEL NO. 1 (continued)

thence North 38° 01' 32" West 483.10 feet to a point lying on the Northwest line of a 30.00 foot wide alley, as recorded in Book 2 of Maps, page 15, records of Coconino County, Arizona;
thence South 51° 58' 28" West along said North line, 51.31 feet;
thence North 37° 58' 40" West, 188.96 feet to a point lying on the South right of way line of U.S. Highway 89;
thence continuing the next four courses along said South right of way commencing with North 51° 58' 00" East (record North 52° 00' 55" East) 485.83 (record 486.27) feet to the P.C. of a curve;
thence along said curve to the left having a radius of 2914.79 feet, a central angle of 01° 45' 47", an arc distance of 89.70 feet to a point on the curve;
thence South 39° 16' 38" East 6.51 feet to a point on a curve;
thence along said curve to the left having a radius of 3874.72 feet, a tangent bearing of North 51° 45' 15" East, a central angle of 05° 16' 41", an arc distance of 356.94 (record 357.01) feet to the TRUE POINT OF BEGINNING;
EXCEPT the following described parcel:
BEGINNING at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7;
thence South 00° 59' 30" East along the West line of said Northeast quarter of the Northeast quarter, 240.63 feet to a point lying on the South right of way line of U.S. Highway 89;
thence continuing the next four courses along said South right of way, commencing with a curve to the right having a radius of 3874.72 feet, a tangent bearing of South 46° 28' 34" West, a central angle of 05° 16' 41", an arc distance of 356.94 feet;
thence North 39° 16' 38" West 6.51 feet to a point on a curve;
thence along said curve to the right having a radius of 2914.79 feet, a tangent bearing of South 50° 12' 13" West, a central angle of 01° 45' 47", an arc distance of 89.70 feet;
thence South 51° 58' 00" West 116.54 feet to the TRUE POINT OF BEGINNING;
thence leaving said right of way South 38° 02' 00" East 85.03 feet, to a point on a curve lying on the Northwest line of a public alley as recorded in Docket 673, page 166, records of Coconino County, Arizona;
thence continuing the next two courses along said Northwest line, commencing with said curve to the left having a radius of 480.00 feet, a tangent bearing of South 51° 19' 37" West, a central angle of 23° 05' 35"; an arc distance of 193.46 feet to a point of compound curvature;
thence along a curve to the left having a radius of 210.00 feet, a central angle of 13° 19' 46", an arc distance of 48.85 feet to a point on the curve;
thence leaving said Northwest line North 37° 51' 14" West 150.26 feet to a point lying on the South right of way of U.S. Highway 89;
thence North 51° 58' 00" East along said right of way, 229.40 feet to the TRUE POINT OF BEGINNING;

continued

PARCEL NO. 1 (continued)

EXCEPT BEGINNING at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7;
thence South $00^{\circ} 59' 30''$ East, along the West line of said Northeast quarter of the Northeast quarter, 240.63 feet to a point on a curve lying on the South right-of-way line of U.S. Highway 89;
thence continuing along said right-of-way along said curve to the right having a radius of 3874.72 feet, a tangent bearing of South $46^{\circ} 28' 34''$ West, a central angle of $05^{\circ} 16' 41''$, an arc distance of 356.94 feet to a point on the curve;
thence North $39^{\circ} 16' 38''$ West, 6.51 feet to a point on a curve;
thence along said curve to the right having a radius of 2914.79 feet, a tangent bearing of South $50^{\circ} 12' 13''$ West, a central angle of $01^{\circ} 45' 47''$ an arc length of 89.70 feet to the P.T. of the curve;
thence South $51^{\circ} 58' 00''$ West, 345.94 feet to the TRUE POINT OF BEGINNING;
thence leaving said right-of-way South $37^{\circ} 51' 14''$ East, 150.26 feet to a point to the North line of a Public Easement recorded in Docket 673, page 166, records of Coconino County, Arizona;
thence along said North line being a curve to the left having a radius of 210.00 feet, a chord bearing of South $07^{\circ} 21' 40''$ West, and a central angle of $15^{\circ} 05' 04''$ an arc distance of 55.29 feet;
thence continuing along said Easement South $51^{\circ} 58' 28''$ West, 100.35 feet;
thence North $37^{\circ} 58' 40''$ West, 188.96 feet to a point on the aforementioned South right-of-way line of U.S. Highway 89;
thence along said right-of-way line North $51^{\circ} 58' 00''$ East, 139.89 feet to the TRUE POINT OF BEGINNING; and;
EXCEPT BEGINNING at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7;
thence South $00^{\circ} 59' 30''$ East, along the West line of said Northeast quarter of the Northeast quarter, 240.63 feet to a point on a curve lying on the South right-of-way line of U.S. Highway 89;
thence along said right-of-way along said curve to the right having a radius of 3874.72 feet, a tangent bearing of South $46^{\circ} 28' 34''$ West, a central angle of $02^{\circ} 48' 12''$, an arc distance of 189.56 feet to a point on the West line of a Public Easement recorded in Docket 673, page 166, records of Coconino County, Arizona;
thence continuing the next five courses along said Easement commencing along a curve to the right having a radius of 40.00 feet, a chord bearing of South $67^{\circ} 35' 37''$ East, and a central angle of $52^{\circ} 28' 03''$ an arc length of 36.63 feet to a point of tangency;
thence South $41^{\circ} 21' 35''$ East, 133.93 feet to a point of curvature of a curve to the right;

PARCEL NO. 1 (continued)

thence along said curve to the right having a radius of 25.00 feet, a central angle of $114^{\circ} 39' 58''$ an arc distance of 50.03 feet;

thence South $73^{\circ} 18' 23''$ West, 198.37 feet to a point of curvature of a curve to the left;

thence along said curve to the left having a radius of 480.00 feet, a central angle of $21^{\circ} 58' 50''$ an arc distance of 184.14 feet;

thence North $38^{\circ} 02' 00''$ West, 85.03 feet to a point on the aforementioned South right-of-way of U.S. Highway 89;

thence continuing the next five courses along said right-of-way commencing North $51^{\circ} 58' 00''$ East 116.40 feet to a point of curvature of a curve to the left;

thence along said curve to the left having a radius of 2914.79 feet, a central angle of $01^{\circ} 45' 47''$ an arc distance of 89.70 feet;

thence South $39^{\circ} 16' 38''$ East 6.51 feet to a point on a curve to the left;

thence along said curve to the left having a radius of 3874.72 feet, a chord bearing of North $50^{\circ} 31' 01''$ East, a central angle of $02^{\circ} 28' 29''$ an arc distance of 167.36 feet to the TRUE POINT OF BEGINNING.

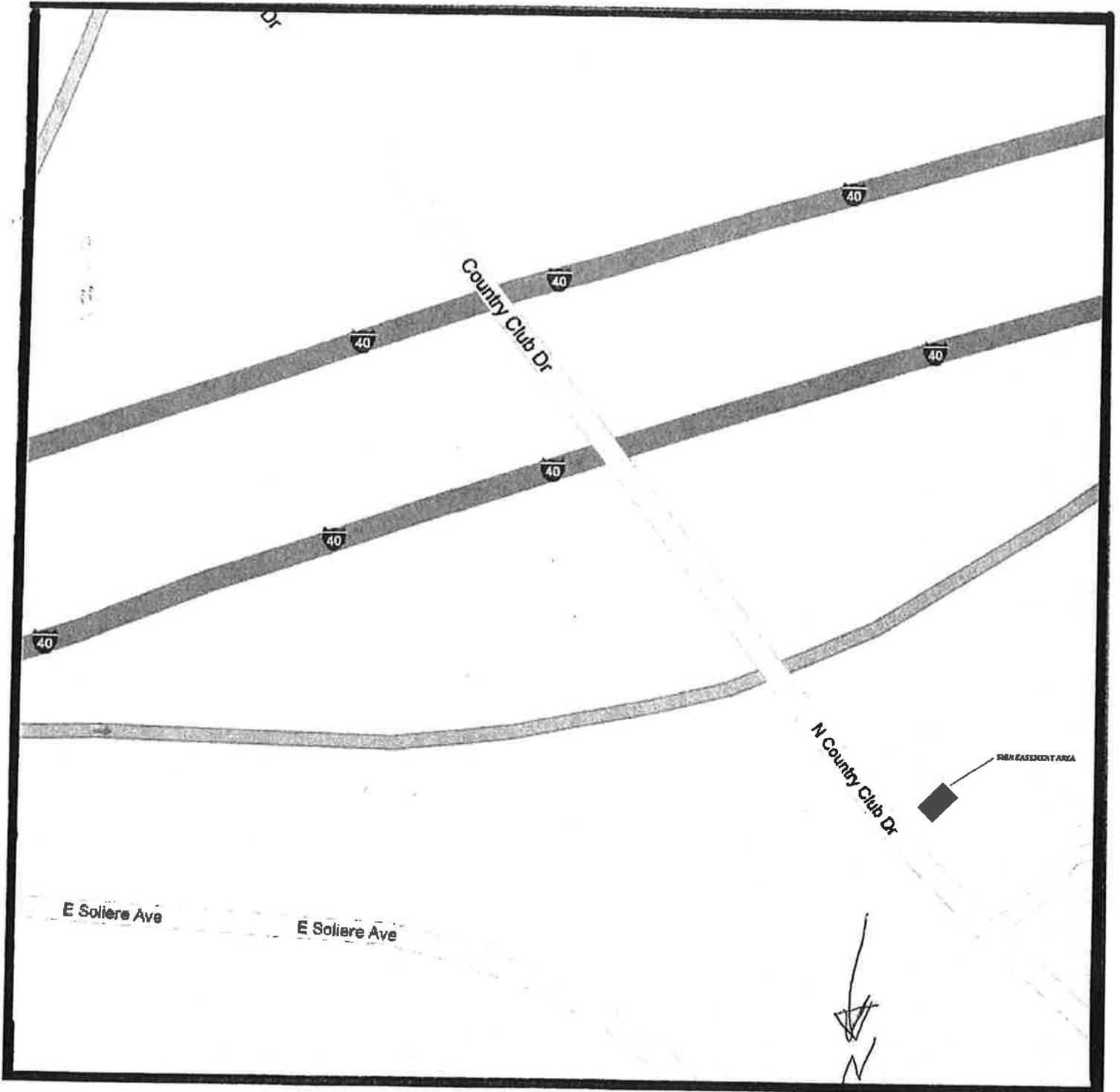
PARCEL NO. 2: - (Developer Tract - Lease Parcel)

A parcel of land consisting of a portion of the Northeast quarter of Section 7, Township 21-North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, and being more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7;
thence South $00^{\circ} 59' 30''$ East along the West line of said Northeast quarter of the Northeast quarter, 240.63 feet to a point lying on the South right of way line of U.S. Highway 89;
thence continuing the next four courses along said South right of way, commencing with a curve to the right having a radius of 3874.72 feet, a tangent bearing of South $46^{\circ} 28' 34''$ West, a central angle of $05^{\circ} 16' 41''$, an arc distance of 356.94 feet;
thence North $39^{\circ} 16' 38''$ West 6.51 feet to a point on a curve;
thence along said curve to the right having a radius of 2914.79 feet, a tangent bearing of South $50^{\circ} 12' 13''$ West, a central angle of $01^{\circ} 45' 47''$, an arc distance of 89.70 feet;
thence South $51^{\circ} 58' 00''$ West 116.54 feet to the TRUE POINT OF BEGINNING;
thence leaving said right of way South $38^{\circ} 02' 00''$ East 85.03 feet, to a point on a curve lying on the Northwest line of a public alley as recorded in Docket 673, page 166, records of Coconino County, Arizona;
thence continuing the next two courses along said Northwest line, commencing with said curve to the left having a radius of 480.00 feet, a tangent bearing of South $51^{\circ} 19' 37''$ West, a central angle of $23^{\circ} 05' 35''$, an arc distance of 193.46 feet to a point of compound curvature;
thence along a curve to the left having a radius of 210.00 feet, a central angle of $13^{\circ} 19' 46''$, an arc distance of 48.85 feet to a point on the curve;
thence leaving said Northwest line North $37^{\circ} 51' 14''$ West 150.26 feet to a point lying on the South right of way of U.S. Highway 89;
thence North $51^{\circ} 58' 00''$ East along said right of way, 229.40 feet to the TRUE POINT OF BEGINNING.

EXHIBIT C

SITE PLAN



CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elaine Averitt, Planning Development Manager
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Public Hearing, Consideration and Adoption of Ordinance No. 2013-23: An ordinance amending the Flagstaff Zoning Map designation of approximately 3.15 acres of real property located at 601 East Piccadilly Drive from HC (Conditional), Highway Commercial Conditional, to HC (Conditional), Highway Commercial Conditional, by removing, modifying and replacing those conditions previously imposed.

RECOMMENDED ACTION:

- 1) Open the Public Hearing; receive public testimony; close the Public Hearing.
- 2) Read Ordinance No. 2013-23 by title only for the first time on October 15, 2013.
- 3) City Clerk reads Ordinance No. 2013-23 by title only for the first time (if approved above)
At the November 5, 2013, Council Meeting:
- 4) Read Ordinance No. 2013-23 by title only for the final time
- 5) City Clerk reads Ordinance No. 2013-23 by title only for the final time (if approved above)
- 6) Adopt Ordinance No. 2013-23

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a public hearing to consider this zoning amendment request at its regular meeting of September 11, 2013. The Commission voted (4-0) to forward the request to the City Council with a recommendation of approval, with one added condition. The attached ordinance lists the three conditions of approval. Zoning Map amendments are required to be adopted by ordinance.

Subsidiary Decisions Points:

If the first reading of the rezoning ordinance is successful, the attached Amendment Two to the Fourth Amended and Restated Development Agreement and Waiver for Aspen Place at the Sawmill will be scheduled for consideration on November 5, 2013, prior to the second reading of the ordinance.

Financial Impact:

None

Connection to Council Goal:

5. Retain, expand, and diversify economic base
9. Zoning Code check in and analysis of the process and implementation

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- * Approve the application
- * Deny the application

Background/History:

See the Zoning Map Amendment Report to the Planning and Zoning Commission dated September 3, 2013, included with this staff report.

Key Considerations:

Zoning map amendments are adopted by City Council by ordinance. This ordinance adopts the proposed amendment of 3.15 acres of the Highway Commercial (HC) (conditional) zone.

Community Benefits and Considerations:

Community benefits related to this request are addressed in the attached Zoning Map Amendment Report to the Planning and Zoning Commission dated September 3, 2013.

Community Involvement:

Inform.

The developer held two neighborhood meetings (6/28/13 and 8/28/13) at which a total of 5 people attended. The Planning and Zoning Commission conducted a public hearing on September 11, 2013. Notice of the public hearing was provided in accordance with State statute.

Expanded Options and Alternatives:

- (Recommended Action): The Council may approve the zoning map amendment request as recommended by the Planning and Zoning Commission and staff by reading and adopting ordinance 2013-23.
- The Council may deny the zoning map amendment request.
- The Council may attach or modify conditions to the zoning map amendment request.

Attachments: [Applic.; Nbrhd Meeting Report; Citizen E-mail](#)
 [Site Plan and Elevation](#)
 [Ord. 2013-23](#)
 [Staff P&Z Report](#)
 [P&Z Minutes_draft](#)
 [Draft Amendment Two to Dev. Agreement](#)



City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received		Application for Zoning Map Amendment and/or Regional Plan Amendment		File Number DEV12-073
Property Owner(s) FLAG STAFF ASPEN PLACE, LLC	Title	Phone 480-556-8813	Email bhs@flagstaffaz.gov	
Mailing Address K&D Development, LLC One East Washington St.	City, State, Zip 52-300 Phoenix AZ 85004			
Applicant(s) Land Development Strategies, LLC	Title	Phone 913-515-2578	Email holenya@landstrategies.com	
Mailing Address 411 Nichols Rd. Ste 225, Kansas City, Mo.	City, State, Zip 64112			
Project Representative LOS/USPC ARCHITECTS, Bill Polgar	Title	Phone 913-8314415	Email bill@losuspc.com	
Mailing Address 2615 W. 75th St Ste 201, Prairie Village, MO	City, State, Zip 66208			
Requested Review <input checked="" type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Regional Plan Amendment <input type="checkbox"/> Continued				

Site Address 601 PEZZAGLIA DR. FLAGSTAFF, AZ LOTS 125-131 ASPEN PLACE	Parcel Number(s) 104-19-125 thru 131	Subdivision, Tract & Lot Number Aspen Place at the Summit, EE, 125-31
Existing Zoning District HIGHWAY COMMERCIAL (HC)	Proposed Zoning District: Highway Commercial (HC)	Existing Regional Plan Land Use Category MINED USE
Existing Use VACANT LAND	Proposed Use 295 Residential Apartments (222 units)	
Property Information:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?	
Requested Urban Growth Boundary Change (If Applicable) N/A	State Reason for Request N/A	

Note:
Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). Incomplete submittals will not be scheduled.

Property Owner Signature (required) <i>[Signature]</i>	Date: 7-1-13	Applicant Signature <i>[Signature]</i>	Date: 7-1-13
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For City Use			
Date Filed: 8/12/2013	File Number(s): PREZ 2013 0001	Type of Zoning Map Amendment:	
P & Z Hearing Date: 9/11/2013	Publication and Posting Date:	<input type="checkbox"/> Small-scale	
Council Hearing Date:	Publication and Posting Date:	<input type="checkbox"/> Medium-scale	
Fee Receipt Number: 13-0036349	Amount: \$3,272.	Date: 7/2/13	<input checked="" type="checkbox"/> Large-scale

Action by Planning and Zoning Commission:		Action by City Council:			
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued	
Staff Assignments	Planning Averitt	Engineering G. Miller	Fire Street	Public Works/Utilities Davis	Stormwater Brown

NEIGHBORHOOD MEETING REPORT
FOR
The Village at Aspen Place
July 28, 2013

The Developer of the residential portion of Aspen Place wanted to make sure the neighbors adjacent to the development had proper notification to attend the Citizens Participation meeting. Therefore a second meeting was held on **August 28th** at **6pm** at the **New Frontiers Natural Marketplace** Conference Room, 320 So. Cambridge Ln, Flagstaff, AZ to discuss the amendment to the Zoning, Master Plan and Development Agreement for **The Village at Aspen Place** (formally known as Sawmill Village).

A sign was placed on the property on August 14, 2013 with a tube with fliers. Photos of the sign are attached. The mailing to the neighbors was also mailed on August 14, 2013. The complete mailing and the list of neighbors are attached to this report.

Ryan Smith of Smith Architects Inc presented the project with the current building elevations and site plans. Rick Schuller of Woodson Engineering was also present to respond to questions or comments. The meeting was attended by three citizens. A sign in sheet with names and addresses in attached to this report.

The first meeting was held June 18, 2013 at 6pm at the New Frontiers Natural Marketplace conference room. The meeting was attended by two citizens.

Comments and Responses

1. What are the rents?
 - The rents will not be established until the project is ready to open. The developer wants to be able to respond to the current market value, approximately \$1,000 to \$2,500 per month.
2. What are the unit sizes?
 - There will be studio, one bedroom and two bedrooms, up to 1,700 sq. ft.
3. Can this be converted to townhomes?
 - The building construction and development agreement are not setup to make these units townhomes. The developer owns and operated the complex.
4. Who is wanting to move in there?
 - The developer believes these rental units will be in demand by a varying population. Unlike several of the surrounding developments, it will not be planned specifically to NAU students. The target is for luxury apartment living for those who no longer wish to own homes.
5. What about kids?
 - The developer has found that there are typically very few kids for the target residents. Attendee thought that there should be some accommodations for children.
6. Will there be bike accommodations?
 - There may be simple bike racks for the renters.

7. Will there be real retail there?
 - The retail space consists of 33,306 sq ft that will be marketed to retail uses that similar to the existing Sawmill development. These may be restaurants, retail or other commercial use.
8. Low Lighting is desired
 - The development will meet the City of Flagstaff lighting requirements which specifically protect the Dark Skies concept.
9. What will be the targeted community? Will it be a multi-age community?
 - The development is not marketed to students, more former homeowners who no longer wish to own.
10. What materials will be used?
 - As shown on the provided elevations, the design of the elevations of the retail shops reflect many of the materials and design concepts already established within the Aspen Place development. These materials include brick and stone veneer, architectural concrete block, metal awnings, trusses and corrugated metal roofing. The remaining elevations have more of a residential feel while staying true to the original intent of the development. This includes the use of both lap and vertical siding, heavy timber supported balconies, gable roof ends supported by heavy timber beams and brackets and accents of shingle siding and corrugated metal roofs.
11. Is the open space designed for weather?
 - The open space has not been designed yet. The amenities list was shown to the attendees. A citizen encouraged the developer to provide covered areas for weather protection.
12. How is the garage hidden or blended in?
 - As shown on the elevations, the exterior facing of the garage will be constructed with materials that blend with the rest of the project and those which disguise the use as a concrete parking garage.

Attached
Copy of Mailing
Mailing List
Sign in sheet
Photo of sign

Elaine Averitt

From: Elaine Averitt

Sent: Monday, August 26, 2013 4:42 PM

To: 'Paul Beier'

Cc: Mark Sawyers

Subject: RE: sawmill commercial project - ballooning density and 80% reduction in open space.

Attachments: Village at Aspen Place_citizen inquiry.docx

Hi Paul,

Thanks for the email! This is to let you know that I've received your email and will need a little time to fully respond to your questions. Below, in red, is some of the requested information. I will try to have the remaining answers to you later this week. [added, in blue font, on 8/30/13]

Thank you,

Elaine Averitt, AICP

Planning Development Manager

(928) 213-2616 (Office)

(928) 779-7684 (Fax)

City of Flagstaff

Planning & Development Services

From: Paul Beier [mailto:Paul.Beier@nau.edu]

Sent: **Sunday, August 25, 2013 9:39 PM**

To: Elaine Averitt

Subject: sawmill commercial project - ballooning density and 80% reduction in open space.

Hi Elaine,

I see the last 3.1 acres of Sawmill is proposed to have 222 luxury apartments - only 68 fewer d.u. than the 290 planned for the ENTIRE Sawmill 38 acres in Dec 2066. The new plan also drops the amphitheater and adds a 5-story parking garage.

Please answer a few questions for me:

1. What is the total number of dwelling units in the Grove (Towers and Apartments)?

Please break this down by

number of 4-bedroom and 2-bedroom units.

GROVE 1 ("Towers"): 216 apartment units, 584 total beds. I do not know the breakdown of bedroom types. It would be on the building plans.

GROVE 2 (Townhouse-style apartments): 54 apartment units. 42-four bedroom units and 12-two bedroom units, for a total of 192 bedrooms.

2. How many bedrooms will be in each of the 222 new units? Please see attached tabulation.

3. How many housing units and bedrooms will be on the ~20 acres of residential areas in the Sawmill neighborhood? In the approx. 20 acre High Density Residential zoned area, there are now 270 total apartment units and 776 total bedrooms. Based on expected number of persons per bedroom, what human density should we expect on this 20 acres? Assuming 1 person per bedroom, 776 people.

4. What is the d.u. density and human density in the densest 5 or 10 acres in Flagstaff? (and where is that neighborhood?). We believe the development with the highest d.u. density in Flagstaff is the student apartments just off the NAU campus. Hilltop Townhomes at 1500 S San Francisco has 196 units. It appears these are on a 6.32 ac parcel which results in a **31 du/ac** density.

Hilltop meets its recreational needs with large social spaces, workout rooms, and social gathering spaces. The Suites (on campus I believe) have 500 units--furnished 1 BR and 2 BR units. I don't know what the lot size is so I can't calculate density. Looking at human density and building height, the Drury Inn on Milton has 164 rooms and 6 stories(?) Adding the 6 parcels it sits on results in 85,105 sf total. $164/85,105 = 84 \text{ rooms/ac}$.

5. What is the total square feet of open space across the 38 acres in the new configuration? (The Dec 2006 approved plan had 8.8 acres). In general, each development as it is reviewed by staff, must meet the 20% open space requirement. If it is a "Major Site Development" like the Grove I, it is required to include 5% public open space which can be included within the 20%. I know that each separate development has met or exceeded the 20% open space. For example, the most recent Grove II has 21% open space including a Pavilion area with BBQ and tables.

The current proposed mixed-use development has 18.2% residential open space plus 6.3% civic space for a total of 24% of the site as open space. When you add the additional open areas located in the public right-of-way this increases. For example, the civic plaza facing Piccadilly has 3,500 sf in the public ROW (this was not counted as open space by the applicant).

I was a big fan of the 2006 plan. It had high density, too, but I felt this was a good location for a high-density neighborhood, and it did have substantial open space, most of which was not on a busy street and the linear garden and amphitheater could be used for a picnic lunch or short stroll. The huge increase in people with so little open space seems unhealthy, and out of character with Flagstaff. The pool, basketball, and volleyball courts are nice, active open space for college kids, but there seems to be loss of 100% of other types of open space. We appreciate your comments and will follow up with some additional information.

Thank you.

Paul Beier

Regents' Professor, School of Forestry, Northern Arizona University, Flagstaff AZ
86011-5018 USA

NAU 928 523 9341 <http://oak.ucc.nau.edu/pb1/>

mobile 1 928 699 3578 Skype paul.beier

SITE PLAN

ASPEN PLACE AT
THE SAWMILL
FLAGSTAFF, AZ

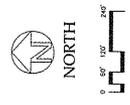
PROJECT
DESIGNER:



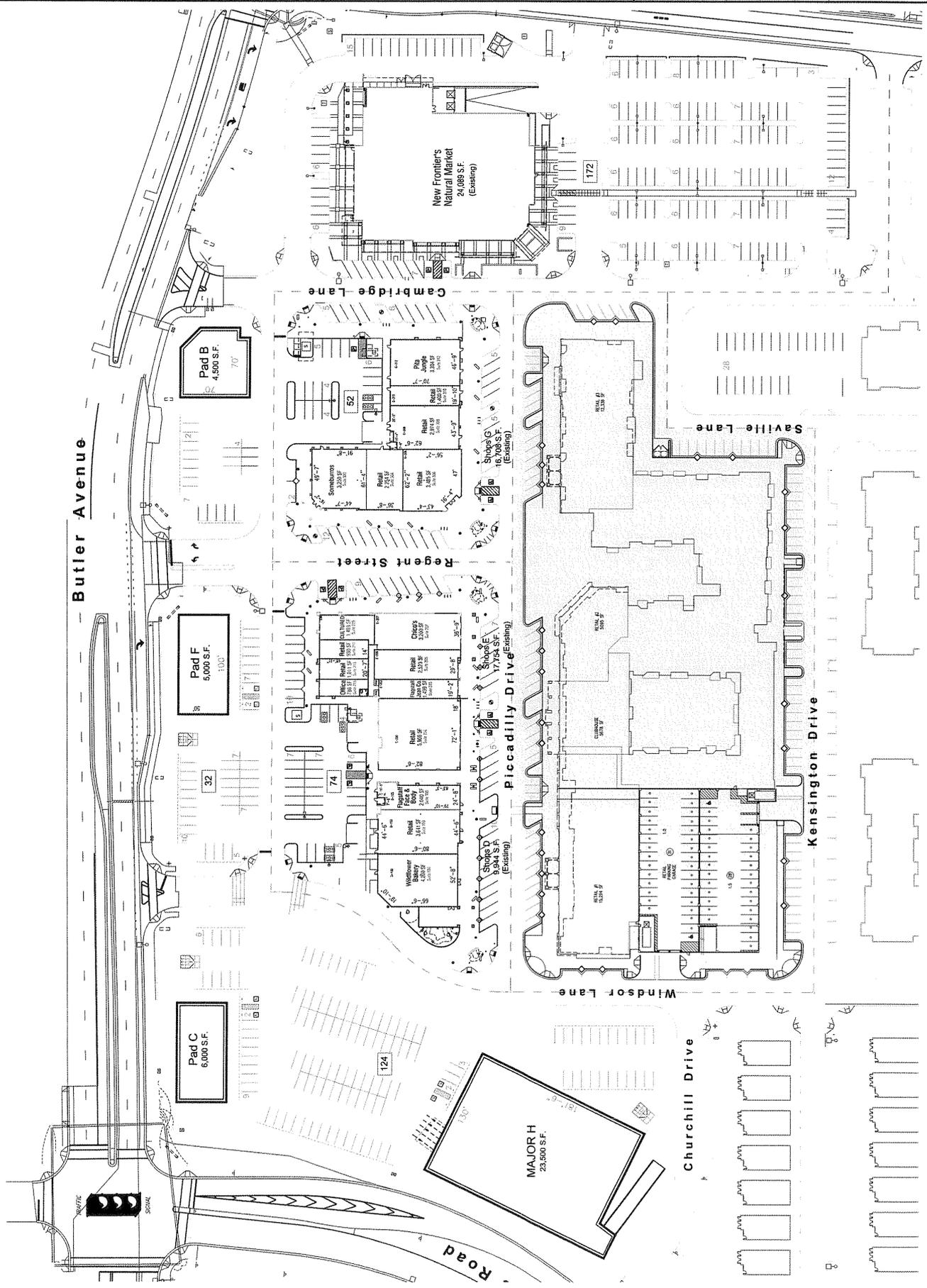
RED DEVELOPMENT, LLC
700 COLLEGE BLVD STE 750
FLAGSTAFF, AZ 86001
(913) 214-4689 OFFICE
(913) 214-4689 FAX
WWW.REDDEVELOPMENT.COM

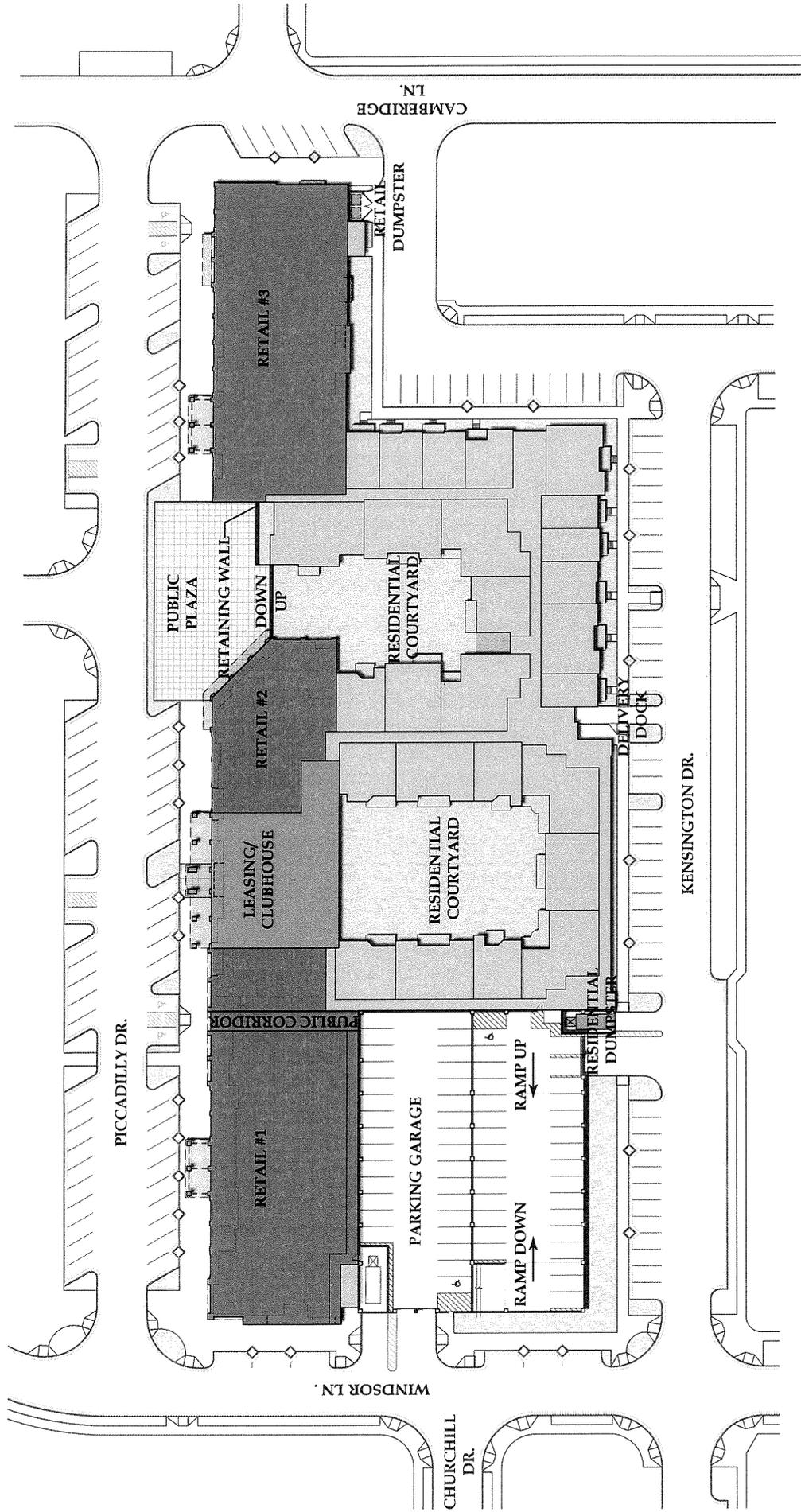
NOTE: DIMENSIONS AND FINISHES ARE SUBJECT TO CHANGE BASED ON CONTINUED LEASING ACTIVITY. DIMENSIONS ARE FROM LEASE TO LEASE LINE AND DO NOT REFLECT CONSTRUCTION DOCUMENT DIMENSIONS.

PROJECT OPENED	SPRING 08
UPDATED	07 JUNE 13
SCALE	NOT TO SCALE



BUILDING D: 530 E. PICCADILLY DRIVE
BUILDING E: 310 S. REGENT STREET
BUILDING G: 320 S. REGENT STREET
FLAGSTAFF, AZ 86001



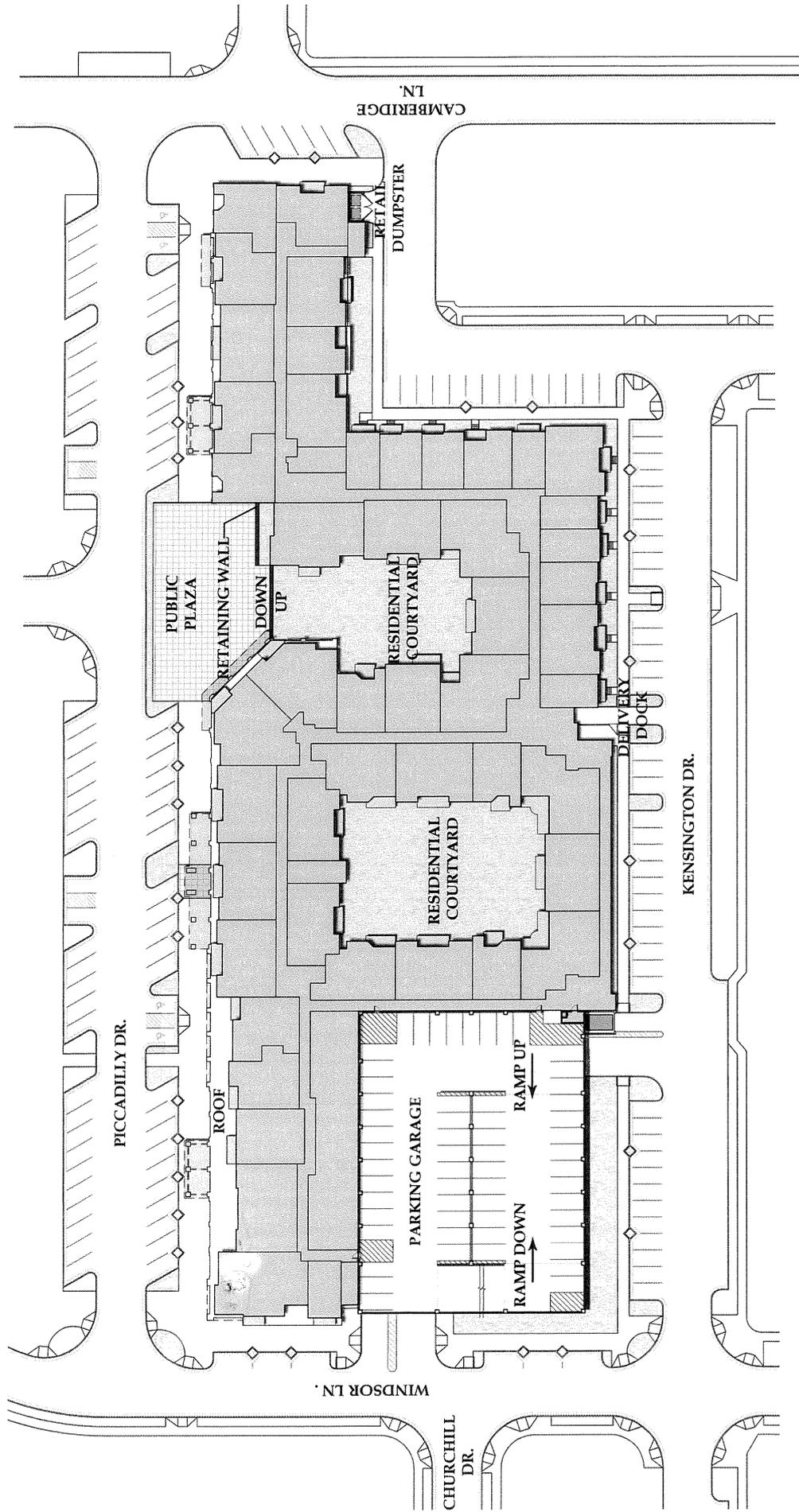


**PROPOSED PRELIMINARY
1ST FLOOR & SITE PLAN**

7 JUNE, 2013

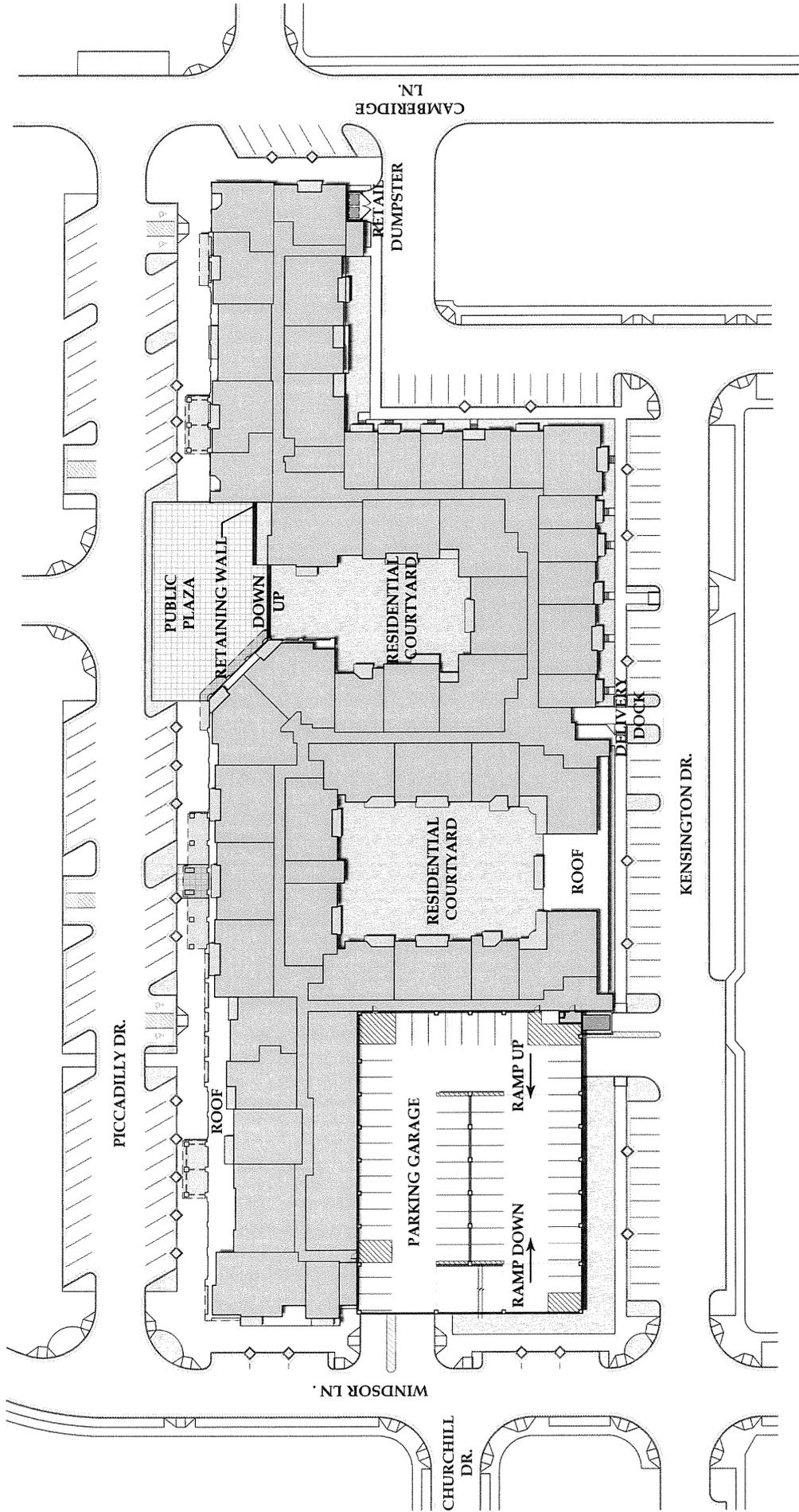
SAWMILL VILLAGE

NSPJ
NEARING STAAVS PELOOGAR & JONG, AIA CHARTERED
ARCHITECTS



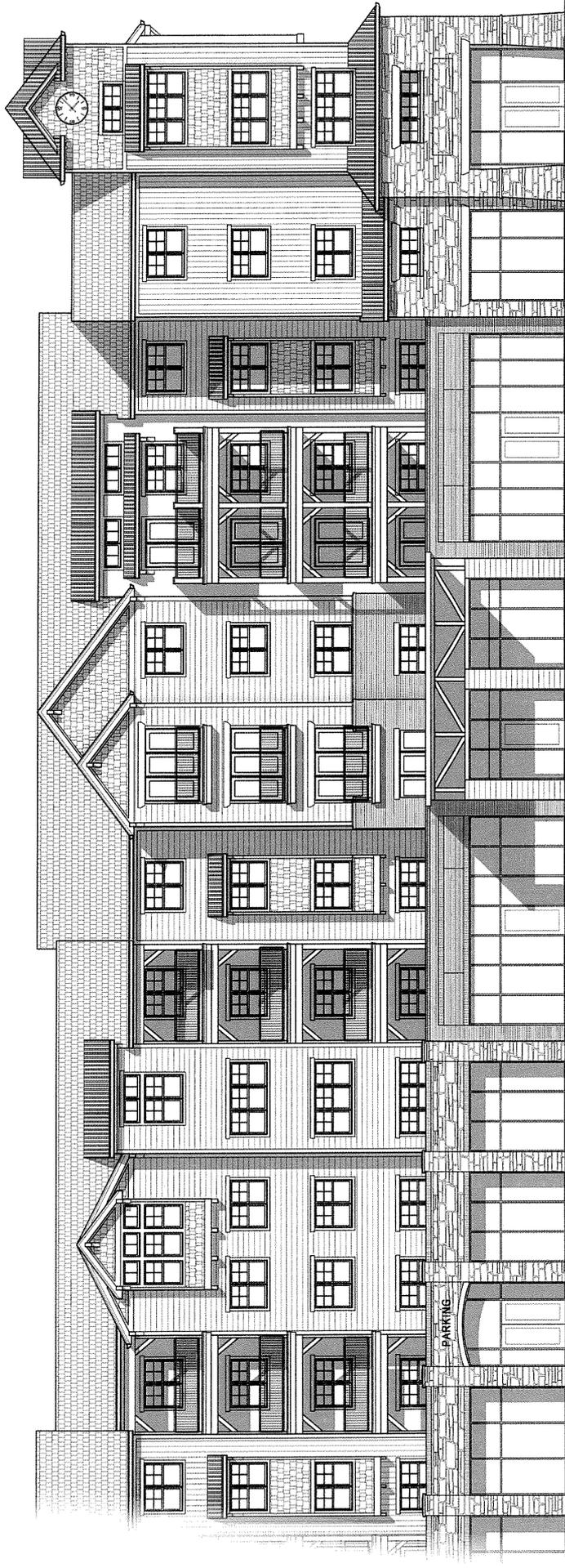
**PROPOSED PRELIMINARY
2ND-3RD FLOOR PLAN**

7 JUNE, 2013



**PROPOSED PRELIMINARY
4TH-5TH FLOOR PLAN**

7 JUNE, 2013



PROPOSED CONCEPT
BUILDING ELEVATION

7 JUNE, 2013

SAWMILL VILLAGE

NSPJ
NEARING STAFFS, PELLERIN & JONES, AIA CHARTERED
ARCHITECTS

ORDINANCE NO. 2013-23

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 3.15 ACRES OF REAL PROPERTY LOCATED AT 601 EAST PICCADILLY DRIVE FROM HC (CONDITIONAL), HIGHWAY COMMERCIAL CONDITIONAL, TO HC (CONDITIONAL), HIGHWAY COMMERCIAL CONDITIONAL, BY REMOVING, MODIFYING AND REPLACING CONDITIONS PREVIOUSLY IMPOSED

RECITALS:

WHEREAS, Flagstaff Aspen Place, LLC (the “Applicant”) has applied for a map amendment of approximately 3.15 acres of real property located at 601 East Piccadilly (the “Property”), a legal description of which is designated as **Exhibit “A”**, attached hereto and incorporated by this reference, in order to construct a five-story mixed-use building with first floor retail space, luxury apartments on the remaining floors, and an adjacent parking garage; and

WHEREAS, in February of 2005, the Property was rezoned from I-3-E, Intensive Industrial District, Established, to UC (Conditional), Urban Commercial (Conditional), to allow for the development of a mixed-use project (the “Original Rezoning”); and

WHEREAS, in November of 2011 the City of Flagstaff enacted the 2011 Zoning Code which changed the UC, Urban Commercial, zoning designation to HC, Highway Commercial; and

WHEREAS, the Original Rezoning was approved with conditions that require development of the Property in accordance with a conceptual plan presented with and approved as part of the rezoning (the “Original Conditions”); and

WHEREAS, the Applicant is therefore seeking a map amendment of the Property from HC (Conditional), Highway Commercial Conditional, to HC (Conditional), Highway Commercial Conditional, in order to remove, modify and replace the Original Conditions; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the 2011 Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed map amendment application, following proper notice and hearing, on September 11, 2013 with the result that the Planning and Zoning Commission has recommended approval of the requested zoning application, subject to the following conditions:

1. That the subject property is developed in substantial accordance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on August 7, 2013, with the zoning map amendment request.
2. That all terms, conditions and restrictions detailed within “Amendment Two of the Fourth Amended and Restated Development Agreement for Aspen Place at the Sawmill” are fully satisfied.
3. That the color of the parking garage be complimentary to the Residential and Commercial portion of the building.

WHEREAS, the City Council has read and considered the staff reports prepared by the Planning Division and has considered the narrative prepared by the applicant; and

WHEREAS, staff recommends approval of the map amendment application, subject to the condition proposed by the Planning and Zoning Commission, and the Council has considered the conditions and has found them to be appropriate for the site; and

WHEREAS, the Council finds that the proposed map amendment with the conditions will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The zoning map designation for the subject property is amended from HC (Conditional), Highway Commercial Conditional, to HC (Conditional), Highway Commercial Conditional, through the approval of the application, site plan, and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 3. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**PLANNING AND DEVELOPMENT SERVICES
ZONING MAP AMENDMENT REPORT**

PUBLIC HEARING
PC REZ 13-0001

DATE: September 3, 2013
MEETING DATE: September 11, 2013
REPORT BY: Elaine Averitt
CONTACT: 928-213-2616

REQUEST:

Zoning map amendment for approximately 3.15 acres of the Highway Commercial (HC) (conditional) zone located at 601 East Piccadilly Drive on parcel numbers 104-19-125, -126, -127, -128, -129, -130, -131, and Tract EE.

STAFF RECOMMENDATION:

Staff recommends approval of PC REZ 13-0001 with the conditions as noted in the Recommendation section of this report.

PRESENT LAND USE:

Undeveloped land in the Highway Commercial (HC) (conditional), zone.

PROPOSED LAND USE:

A mixed use development, consisting of one five-story building, with 33,000 square feet of retail at the first floor level, a five-story parking garage, and 222 luxury apartments.

NEIGHBORHOOD DEVELOPMENT:

North: Commercial (Aspen Place at the Sawmill buildings), HC Zone;
East: Residential (parking lot), HR Zone; and Commercial (parking lot), HC Zone;
South: Residential (student apartments), HR Zone;
West: Residential (apartments), HR Zone; and Commercial (in construction), HC Zone.

REQUIRED FINDINGS:

STAFF REVIEW. An application for an amendment to the Zoning Map shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; and shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and a recommendation on the amendment based on the standards of the zones set forth in Division 10-40.20 (Establishment of Zones).

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS: All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General

Plan; and the affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in City Code Title 11, Chapter 11-10 (General Plans) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

The request is to amend 3.15 acres of the Highway Commercial (conditional) zone within the roughly 40-acre Aspen Place at the Sawmill subdivision. Conditional zoning consists of conditions that are not spelled out in the text of the zoning ordinance including, in this case, the attachment of written conditions of approval, a development agreement, and the approved Master Plan for Aspen Place at the Sawmill. Although some of the conditions of the original zoning case will be modified, including the concept plan layout and the amended development agreement, the Highway Commercial zoning designation on the subject parcels will remain.

Located within the Aspen Place at the Sawmill (“Aspen Place”) commercial development, the site is currently vacant, undeveloped subdivided land with new public and private infrastructure that includes streets, water, reclaimed water lines, sewer, and storm water infrastructure. The current owner, Flagstaff Aspen Place, LLC (subsidiary of the commercial real estate company known as RED Development), purchased the commercial parcels, not including New Frontiers, in October 2010 within the Aspen Place subdivision after the original owner/developer defaulted on bond payment obligations. The attached Reason for Request narrative by the applicant, Land Development Strategies, LLC, provides additional information on the request, background on the sawmill area, and anticipated community benefits.

Land uses north of the property, across Piccadilly Drive, consist of three commercial buildings with uses that include restaurants, clothing retailers, and spa services. RED Development is marketing the property to find tenants to occupy the remaining commercial suites. The east property line is bordered by a short portion of Seville and Cambridge Lanes and adjacent parking lots for New Frontiers and The Grove at Flagstaff student apartments. The site is bordered on the south by The Grove’s 216 student apartments owned by Campus Crest. The west property line is bordered by a portion of The Grove phase 2 student apartments (completed August 2013) south of Churchill Drive and a new REI retail store (in construction) north of Churchill Drive. The terrain on the subject site is generally flat at an elevation of approximately 6,890 feet.

If the zoning map amendment request is approved, the next steps in the process will be applications for Site Plan; followed by civil engineering and building plan permits. A resolution to amend the development agreement must be approved prior to the second reading of the zoning ordinance (see attached bulleted items listed by applicant). In addition, the amended development agreement will address responsibilities for abandoning unused city utility stub outs, dedication of right-of-way required on Windsor and Kensington due to the revised building layout, and the construction of a deceleration lane on eastbound Butler Avenue at the intersection of Windsor Lane. Additionally, an affordable housing contribution will be included. Seven parcels will need to be combined into one parcel for the development. The applicant received Inter-Division Staff (IDS) approval for the Conceptual Site Plan on August 7, 2013. The conditions of IDS review were

satisfied when the applicant submitted a revised Conceptual Site Plan for the Planning & Zoning Commission.

Proposed Development Site Plan

The applicant, Land Development Strategies, LLC, through their engineer, Woodson Engineering, is requesting a zoning map amendment for a mixed use development named “The Village at Aspen Place.” The site is located in the Aspen Place at the Sawmill mixed use development south of Butler Avenue and west of Sawmill Road. There are no slope, floodplain, or tree resources on the site. Access to the development will be via a grid network of public streets branching off of Butler Avenue, Lone Tree Road and Sawmill Road, including Windsor Lane, Regent Street, and Cambridge Lane off of Butler; Churchill Drive and Franklin Avenue off of Lonetree; and Windsor Lane, Seville Lane, Barrow Avenue and Kensington Drive off of Sawmill Road.

The Aspen Place at the Sawmill site plan that was approved in December 2006 depicts three two-story commercial buildings, a surface parking lot, and a small park and outdoor plaza open to the public. The 2006 plan includes 46,595 square feet of retail, mostly on the first floor, fourteen residential lofts on the second floor, and four live/work units fronting on Windsor Drive on the same parcels of this request. The Village at Aspen Place proposes to increase the building height from two to five stories, moderately decrease the amount of retail space, decrease the size of the outdoor plaza/park area, and significantly increase the number of residential units and associated private open space, as described in more detail below.

The proposed project (see Preliminary Site Plan / “Concept Plan”) consists of 33,000 square feet of retail at the first floor level and a public plaza facing Piccadilly Drive at the terminus of Regent Street. The 222 residential dwelling units are located on the first through fifth floors of the building. Eleven of these dwellings are located on the first floor and are designed with stoop entries (steps leading to a small porch) facing Kensington Drive and Seville Lane, as well as having access from an interior hallway. A five-story parking garage is located at the southwest corner of the development with one tier dedicated to retail patrons and the balance for residential use. A variety of public and private amenities will be included in the development (see attached Statement of Site Amenities provided by the project architect). The applicant notes that the amenity list will not be finalized until specific needs are identified. These will need to be identified in the more detailed Site Plan application following the zoning case. Potential amenities may include: public plaza including outdoor dining/gathering area, outdoor fireplace, open and covered seating, and landscaped pedestrian walkways around the site. Private amenities may include balconies/patio areas, a clubroom, fitness facility, resident room with movie and board game rental, mail room, outdoor fireplace/firepit, pool, hot tub, viewing fountain, seating, barbeque area, landscaped paths, and pet area. Architectural design is discussed under Design Review.

The development is not anticipated to include an affordable rental component. The applicant and residential developer, Land Development Strategies, has offered a contribution of approximately \$25,000 to be applied to affordable housing objectives. In 2007, as part of the Aspen Place at the Sawmill improvement district agreement, Lot 117 (1.74 acres) at the northwest corner of the project was donated by the developer to the City for affordable housing purposes. The City intends to utilize the property for affordable housing purposes by utilizing the proceeds from a future sale or lease arrangement to benefit other affordable housing opportunities. Furthermore, staff believes this contribution of land to the affordable housing program and the \$25,000 that has been offered by the developer to further assist the affordable housing program meets the

Council's goal of including affordable housing in rezoning applications involving residential density increases.

The developer will be required to complete the wide sidewalks, landscaping, street trees, and urban amenities such as pedestrian scale lighting, benches, and bicycle racks along the south side of Piccadilly Drive to match the existing character of the north side of Piccadilly Drive. Sidewalks ranging from six to twelve feet wide will be constructed around the perimeter of the building and will incorporate street trees in grates, landscaped areas close to the building, and decorative concrete accents.

General Plan/Regional Land Use and Transportation Plan

The *Flagstaff Regional Land Use Plan* identifies the subject property as in the Mixed Use category. This land use category is intended to be a setting for both residential and non-residential uses that are developed and operated in harmony with the quality design standards. The primary objective is to provide a mix of housing types, shopping, and employment to meet a wide variety of needs of housing choices and commercial and service uses, and employment centers as part of an activity of neighborhood center, that invites walking to gathering places, services, and conveniences, and that are fully integrated into the larger community. This category may include a mix of housing types at a required average density of not less than seven dwelling units per acre, including single-family detached and attached dwellings, and multi-family dwellings (Regional Plan, p. 1-27).

Commentary

Mixed Use development is a critical strategy for managing growth in the Flagstaff area. The *Regional Plan* describes the rationale in the following terms: Land in the Flagstaff Urban Growth Boundary suitable for development is a limited resource, and land use patterns should be planned in a manner that promotes efficient use of land. By focusing development as walk-able, mixed-use neighborhoods, and areas planned for infill and redevelopment where appropriate, development of the city will offer a real alternative to urban sprawl and peripheral expansion.

The proposed development will incorporate elements of Traditional Neighborhood Design (TND) as defined in the Regional Plan and the Flagstaff Zoning Code. Some of the TND and mixed use elements which are incorporated into the design are listed below:

- The Aspen Place at the Sawmill development has discernable edges in that it is bordered by an arterial road on the north and a collector street on the east and south. A portion of the western boundary of the development is defined by an open space band that corresponds to the Rio de Flag watercourse and the trail system that connects to NAU and other employment and service areas.
- The Aspen Place at the Sawmill development is about a quarter-mile in depth and just over a quarter-mile in width. As a result, the commercial area is within a five-minute walking distance of all portions of the residential area. The commercial area will help meet the daily, convenience-oriented needs of the residents in the area.
- The Aspen Place development currently includes student oriented 4-story apartments (The Grove I) at a density of 25 du/acre and student oriented 2-story townhome style apartments (The Grove II) at 14 du/acre. The proposed development will be a 5-story luxury apartment and mixed use development, marketed towards all ages of adults, at a density of 70 du/acre.

- The street pattern is laid out in a grid to approximate existing block patterns of the historic Southside neighborhood. Parking is allowed on internal streets, and streets have sidewalks on both sides. A typical interior street includes travel lanes in each direction, parking lanes on both sides of the street, and parkways and sidewalks on both sides of the street.
- The proposed development, located in a former brown field and infill area, will add a true vertical mixed use component with high-quality design standards in a highly walk-able neighborhood with easy access to transit.

Zoning/Flagstaff Zoning Code

The Flagstaff Zoning Code adopted in November 2011 classifies the 3.15-acre site as Highway Commercial (HC) Zone. Multi-family residential uses are allowed as part of a mixed-use development located above or behind commercial uses (Section 10-40.30.040, p.40.30-16, Endnote 6). Mixed use projects are permitted in the HC zone subject to meeting specific use regulations under “Mixed Use Development Standards” (Section 10-40.60.250), discussed on page 7 of this report. New residential uses are required to provide a minimum of 15 percent of the gross lot area in the form of common open space.

Open Space

A residential project, as noted above, is required to design 15 percent of the site as Common Open Space, defined in the zoning code as: “The minimum amount of open space area within a development intended or reserved for the use and enjoyment of all owners and occupants including but not limited to areas set aside for resource protection, passive and active recreation, gardens, and landscape areas.”

For mixed-use projects, the site layout and development standards (Table 10-40.60.250.A) state: “A mixed-use development shall be designed to provide residential uses with common or private open space (underline added), which may be in the form of roof gardens, individual balconies, or other means as approved by the Director.” When comparing the 2006 plan for the 3.15 acres to the currently proposed plan, it is evident that the 2006 plan had a larger “public” gathering area facing Kensington Drive. This was planned as a focal point for the Aspen Place development which originally anticipated that a 4-story condominium project (122 units), 64 duplex homes, and 51 detached single-family units would occupy the residential half of Aspen Place. However, due to changing economic and market conditions beginning in 2008 (particularly for new single-family residential and condominiums), the nature of the residential half of Aspen Place changed. In 2010, the developer defaulted on the high-density residential property and the city took control of it. In 2011, Campus Crest purchased the approximately 20 acres to develop student oriented housing near NAU. Rather than the condominium and single-family neighborhood envisioned between Sawmill and Kensington Drive, 4-story student housing buildings were constructed which included on-site amenities for the residents: volleyball, basketball, clubhouse with gym, pool, and grassy courtyards. Considering that the student oriented apartments have social/recreational needs met on-site, the proposed mixed-use development no longer needs the public gathering area facing Kensington, but rather needs a stronger civic open space presence along Piccadilly to tie in with the urban commercial nature. Also, since the vertical mixed-use development is proposing many more residential units (222 now versus 18 originally), the private open space element becomes more important. In view of the changes in the residential character over the last few years, staff feels that the mixed-use development has the appropriate location and mix of public open space and private open space for residents. At the same time, access to a variety of open space types is important for this dense of a community. The close proximity to the Flagstaff Urban Trail System, Sawmill Park, and Arroyo Park will help provide for recreational needs of the growing community.

Building Form and Density Standards

Table 1 compares development standards for existing HC zoning, compared to the proposed development with amended HC zoning. The maximum permitted height in the HC zoning district is 60 feet. The zoning code permits an additional five (5) feet of building height if the building includes sloped roofs with a pitch greater than 6:12 (Section 10-50.30.A.1.b.). Unoccupied architectural features are not counted towards the permitted height (Section 10-50.30.A.2.b.). The maximum building height proposed is 65 feet at the highest point of the pitched roof, plus an additional seven (7) feet for an unoccupied tower at the west end of the project. However, portions of the building along Kensington Drive will drop down to three stories (approximately 43 feet). In the HC zone, there is no density requirement (minimum or maximum); the gross density is limited by a maximum floor area ratio (FAR) of 3.0 (Section 10-40.30.040). Note that there is an editing error under Density Requirements in the table on page 40.30-19. This will be corrected to show no maximum gross density figures for the CC, HC, CS, and CB zones; the density is controlled through FAR.

In a mixed-use project, the code excludes residential square feet (gross) when above or behind commercial uses (p. 40.30-19, Endnote 5). Further, the definition of “Floor Area” (p. 80.20-31) excludes any floor space in the building designed for the parking of motor vehicles; therefore, the parking garage is not included in the FAR calculation.

For the proposed development, the table below shows a proposed maximum FAR of 2.49. This number includes the residential area (although not required to), but does not include the garage. The development will have street frontage on all sides; therefore, the only applicable setback is the “Front” setback which is zero. The setback along Piccadilly Drive will be zero since the right-of-way line falls at the face of the building. Other faces of the building vary in setback distance from zero to 24 feet or more. The garage, for example, is set back 24 feet from the back of the Kensington street curb.

TABLE 1

Subject Site	Existing Zoning (HC)	Proposed Amendment (HC)
Acres	3.15	3.15
Total Resource Protection Land (acres)	0	0
Maximum Height	60'	65'
Building Placement Requirements		
Setbacks : Front	0	0 (minimum)
Min. Residential Open Space	15%	18.2%
Min. Public/Civic Space	5%	6.3% <i>(not including plaza area in ROW)</i>
Maximum Gross Density (dwelling units per acre)	No maximum (if located above or behind commercial)	70
Max. Floor Area Ratio	3.0	2.49

Parking

The Flagstaff Zoning Code (Table 10-50.80.040.A) addresses the minimum number of parking spaces for “Shopping Centers”. The requirement for shopping centers with greater than or equal to 100,000 gross square feet (gsf) is: *One (1) space per 300 gsf for gsf over 100,000 gsf.*

Current constructed or approved commercial gross square feet, before the proposed development, is approximately 95,700. The subject development would therefore use the one space per 300 gsf for the commercial parking calculation. The ‘Residential’ parking requirement is:

Studio	1.25
1 Bedroom	1.5
2+ Bedroom	2.0
Guest spaces	0.25 per each 2+ bedroom unit

The applicant provided a parking calculation for the proposed mixed use development. This includes a requirement of 418 spaces for the residential units and 105 spaces for the retail space for a total of 523 spaces. The Mixed Use standards in the Zoning Code (Table 10-40.60.250.A) state: “To encourage the development of residential uses in existing and new commercial areas, the use of shared parking provisions shall be incorporated into mixed-use developments in compliance with Table 10-50.80.060 (parking adjustments).” A parking reduction up to ten (10) percent may be approved for any use within one-quarter mile of a bus stop and a reduction up to five (5) percent may be approved for the provision of bicycle parking. (The cumulative parking adjustment may not exceed 20 percent). The proposed development meets both of these provisions, therefore, the parking requirement can be reduced up to 15 percent which results in a minimum requirement of 445 spaces. The Conceptual Site Plan shows a total of 454 spaces: 351 spaces in the garage plus 103 on-street spaces. On-street spaces are located (or will be constructed) on all sides of the development. A final parking analysis will be done with review of the more detailed Site Plan submittal and will ensure that accessible parking space standards are met.

Mixed Use Design Standards (Section 10-40.60.250)

A mixed-use development combines residential and non-residential uses, or different types of non-residential uses, on the same site, with the residential units typically located above the non-residential uses (vertical mixed use). Residential units may be allowed at ground level behind street fronting non-residential uses (horizontal mixed use) only under limited circumstances. The proposed mixed-use development locates eleven (11) of the luxury apartments on the first floor facing Kensington Drive and Seville Lane, in an effort to provide compatibility with existing residential uses on the adjacent property. Sixteen (16) additional apartments are located on the first floor, behind non-residential uses, and facing one of two interior courtyards. All other residential units are located on the second through fifth floors, above the non-residential uses. The standards allow a lobby or other entry feature that allows access to the residential units to be located on the ground floor. A 5,986 square foot clubhouse is located on the first floor and provides access to and from the parking garage.

Design considerations require that a mixed-use development be designed to achieve the following objectives:

- Internal compatibility between the residential and non-residential uses on the site;
- Minimize potential glare, noise, odors, traffic and other potential nuisance conditions for residents;
- Consider existing and potential future uses on adjacent properties and include specific design features to minimize potential impacts;

- Ensure that residential units are of a residential character, and that appropriate privacy between residential units and other uses on the site is provided;
- Provide for convenient pedestrian access from streets, courtyards, plazas, and walkways; and
- Site planning and building design shall be compatible with and enhance the adjacent and surrounding residential neighborhood in terms of building design, color, exterior materials, landscaping, lighting, roof styles, scale, and signage.

Table 10-40.60.250.A. addresses additional site layout and design standards, including location of units, parking, loading areas, refuse and recycling areas, and open spaces. Table 10-40.60.250.B. addresses performance standards which include outdoor lighting, noise, and hours of operation. The Conceptual Site Plan meets the intent of these design and performance standards. During Site Plan review, staff will ensure that the final site layout achieves these objectives.

Design Review

Site Planning Design Standards (Section 10-30.60.030)

The applicant conducted a site analysis that considers views, solar orientation, climate, built environment and land use context and the findings were taken into account during project design development. For example, the outdoor civic plaza orients to views of pedestrian activity on both sides of Piccadilly Drive and takes advantage of an outstanding view of the San Francisco Peaks to the north.

Circulation Systems (Auto, Pedestrian, Bicycle and Transit, Sec. 10-30.60.040)

The original Aspen Place at the Sawmill zoning and platting established a site plan that ensures convenient connections to auto circulation systems. The street infrastructure has been constructed and the proposed mixed use project will maintain the current configuration of streets.

The proposed mixed use development is designed to provide an inviting, people-friendly area through a vibrant mix of urban amenities such as public plazas, outdoor dining areas, street trees and landscaping in planters, and pedestrian-scale lighting. Bicycle racks are required through the zoning code parking standards. The proposed project will maintain the existing sidewalk system and the highly connected street system surrounding and internal to the project and will utilize existing bike lanes and FUTS trails in the surrounding region. To facilitate access to the retail portion, a public corridor has been designed from the public parking tier of the garage to Piccadilly Drive.

There are several existing transit stops for the Mountain Line bus system in the vicinity of the project. The "Green" Route 3 and "Purple" Route 7 have a bus pullout stop along Butler Avenue to the west of the site at Elden Road and east-bound Butler at Regent Street. The "Gold" Route 4 has a stop along Lone Tree Road at Franklin and also south of Sawmill Park. An additional Route - Route 12 will have additional stops mirroring Route 4 stops. This route will be launched in early 2014. Any of these stops are within a few minute's walk from the site.

Parking Lots, Driveways and Service Areas (Section 10-30.60.050)

The 2006 master plan included a surface parking lot accessed from Kensington Drive. It would have been screened from the street through a 5-foot wide landscaping buffer and low wall. The current proposed plan includes a 5-story parking garage set back approximately 24 feet from the Kensington street curb. The conceptual plan depicts landscaping and benches in this setback area which will help screen the structure.

Because parking garages use less land area and are more efficient than surface parking, they are encouraged when feasible.

Design standards require new developments to minimize the number of curb cuts (and driveways) onto a public street. There are only two driveways associated with the current proposal: a residential driveway off of Kensington Drive into the parking garage, and a driveway off of Windsor Lane into the retail portion of the parking garage.

The proposed plan shows two retail dumpsters, one residential dumpster, and one delivery dock. One of the retail dumpsters is located in the parking garage and the other in a lower-visibility area off of Seville Lane. The residential dumpster is located near the residential entrance to the parking garage off of Kensington. During Site Plan review, staff will review to ensure that these services uses are effectively screened and meet Public Works standards for access.

“Scale” refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed new development, at five (5) stories, would be one of Flagstaff’s tallest buildings (Drury Inn at Butler Ave./Milton Rd. is six stories). Taken in context with the 4-story apartment buildings south and adjacent to the subject site, the proposed development will not visually dominate these buildings. Relative to the existing commercial buildings north of the site, which are visually about 2-stories, the proposed development has the potential to look out of scale. However, the project architects have carefully designed the building to break down the building massing into smaller sub-volumes through various methods. Traditional proportions have been observed by designing the first floor commercial ceilings to a 14-foot height, and the residential floors having a 9’-1” height.

Architectural Design Standards (Section 10-50.20.030)

During the Conceptual Site Plan review, Architectural Design Standards such as building materials, massing, roof form, and scale were applied and approved by staff.

As described by the applicant (see elevation drawings A3.00-A3.09 and the 11x17 color elevations), the proposed first floor retail shops, located along Piccadilly Drive, reflect many of the materials and design concepts already established within the Aspen Place development. These materials include brick and stone veneer, architectural concrete block, metal awnings, trusses and corrugated metal roofing. The 222 residential units have more of a residential feel while staying true to the original design of the development. This includes the use of both lap and vertical siding, heavy timber supported balconies, gable roof ends supported by heavy timber beams and brackets, and accents of shingle siding and corrugated metal roofs.

Staff believes that the proposed building materials meet the intent of the zoning code. During Site Plan review staff will confirm that any secondary materials, such as stucco, make up less than 25 percent of the exterior walls of each elevation.

Landscaping

A preliminary landscape and hardscape location plan which meets the general intent of the parking lot landscaping, public right-of-way landscaping and open space landscaping has been accepted. A copy of the plan is included in the attachments (Sheet A0.01). A final landscape plan will be reviewed with the Site Plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

The site is bounded on the north by Piccadilly Drive, on the south by Kensington Drive, on the east by Seville Lane plus a short stretch of Cambridge Lane, and on the west by Windsor Lane. Due to the neighborhood block pattern established with the Aspen Place at the Sawmill subdivision there is a high degree of connectivity throughout the project. Access is provided to the site by a number of collector and local streets as seen on the Surrounding Development Plan (Sheet A0.02). The subdivision plat dedicated rights-of-way for the realignment of Lone Tree Road, the widening of Butler Avenue, improvements on Sawmill Road, and rights-of-way for the new system of public streets on the interior of the development. All of these improvements were completed by the Improvement District that was formed in 2007.

The original Traffic Impact Analysis (TIA) for 40-acre Aspen Place at the Sawmill subdivision was completed in the fall of 2005. A subsequent revision was processed in 2006 for the Improvement District. An internal review of the trip generation types for this project was completed in July 2013 which found the volume of traffic generated by some of the subdivision developments increased from what was originally indicated in the TIA. Also, the subdivision roadway configuration changed from the original 2005 plan, which showed Windsor Lane as a private parking lot driveway rather than the public street that it is now. This has resulted in a considerably larger volume of traffic (eastbound on Butler) turning right into Windsor Lane. Staff's conclusion is that the new mixed-use project will have a minimal impact upon the overall regional transportation system, thus a revised TIA by the applicant was not required. However, the city engineering section determined that, based on changes to Windsor Lane and overall impacts of the subdivision developments, a new right-turn lane is required on the south side of Butler Avenue onto Windsor Lane. Flagstaff Aspen Place, LLC has agreed to dedicate the required right-of-way to the city, design and construct a new turn lane at Windsor Lane to mitigate the impacts of these changes. The future turn lane is depicted on Sheet A0.02. There were minimal impacts from the changes to the overall regional transportation system; therefore no other mitigating measures were required.

Water and Wastewater

Existing public water mains in the area include a 30-inch transmission main and a 10-inch public main in Butler Avenue, as well as 10-inch public mains in both Lone Tree Road and Sawmill Road. Following City Council approval of an improvement district for Aspen Place at the Sawmill in 2007, new 8-inch water mains were constructed beneath each internal street to serve the development.

Existing public sewer mains in the area include a 20-inch main in the channel of the Rio de Flag at the southwest corner of the site and an 8-inch main in a portion of Sawmill at the southeast corner of the site. New 8-inch sewer mains were constructed by the improvement district beneath internal streets and routed to connect to the existing sewer mains.

A public water and sewer impact analysis was prepared by the City for the proposed development as part of the rezoning process in 2006. According to the water and sewer impact analysis, the existing off-site and proposed on-site sewer and water system infrastructure were deemed adequate to accommodate the development, and no off-site improvements were required. In June 2013, the City of Flagstaff Utilities Department reviewed the City water and sewer master model and previous impact studies conducted in this area and determined that the proposed project will have no significant impact to either water, reclaimed water or sewer infrastructure off-site as a result of this development. There is adequate existing capacity and

no additional analysis work will be required for this project. No off-site infrastructure improvements other than that necessary to serve the subject site are required of this development.

Stormwater

All storm water infrastructure was constructed by the improvement district according to the Aspen Place at the Sawmill final plat and engineering plans, as described: Storm water runoff will be detained in a series of shallow detention basins generally located along realigned Lone Tree Road. Storm water will also be stored in a series of underground pipes to be located beneath internal streets. All storm water will eventually be released to the Rio de Flag at the southwest corner of the site. The Stormwater Manager reviewed the conceptual site plan for the proposed amendment to the master plan and found that there are no additional impacts associated with the proposed development as compared to previous proposal for this site.

Parks and Recreation

“Sawmill Park” is a small park associated with the Willow Bend Environmental Education Center, approximately two acres in size, south of the subject site. The nearest city park, Arroyo Park, is less than one mile south of the site. This is a neighborhood park on eight acres, which includes a youth baseball field. Flagstaff Urban Trail System (FUTS) trails are located on Lone Tree Road and provide connections to and through the NAU campus, to Coconino Community College and links to other regional trails throughout the city. A FUTS trail follows Sinclair Wash, located south of the subject site, which provides access to public lands south and east of Flagstaff. The Village at Aspen Place proposes a variety of public and private on-site amenities including private balconies/patio areas, clubroom, fitness facility, outdoor gathering areas, landscaped courtyards, and potentially a pool, barbeque area, and pet area. Combined with the convenient access to local parks and FUTS trails, the City recreation department does not anticipate any negative impacts to the City’s park and recreation facilities that would need to be offset by additional improvements.

OTHER REQUIREMENTS:

Resources

As previously mentioned the site is relatively flat and does not contain any slope, floodplain, or tree resources.

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with any request for zoning map amendment. In accordance with state statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the subject site. Planning staff requested and the applicant agreed to exceed the standard 300-foot requirement and notify all property owners within 300 feet of the entire Aspen Place at the Sawmill development. As of this writing, Planning staff has received one email dated 8/25/13 from a citizen who lives south of Aspen Place at the Sawmill (see attached email and staff response). The email expresses concerns about the proposed increase in density and questions whether there is adequate open space.

In addition, Section 10-20.30.060 of the Flagstaff Zoning Code requires the applicant for a zoning map amendment to conduct a neighborhood meeting prior to the Planning Commission public hearing; a Record of Proceedings is included with this application for zoning map amendment (see attached Neighborhood Meeting Report). The applicant held two neighborhood meetings, one on June 28, 2013, and the second on August 28, 2013 at the New Frontiers conference room. Five citizens total attended the two meetings. Developer representatives answered questions and listened to recommendations. The neighborhood meeting notification, meetings, and record of proceedings were conducted in compliance with the code requirements.

RECOMMENDATION:

Staff believes that the zoning map amendment request has been justified in light of being consistent with objectives and policies of the Regional Land Use Plan and would recommend in favor of amending 3.15 acres of the Highway Commercial (conditional) zone within the 40-acre Aspen Place at the Sawmill subdivision. Staff would recommend that such amendment be subject to the following conditions:

1. That the subject property is developed in substantial accordance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on August 7, 2013, with the zoning map amendment request.
2. That all terms, conditions and restrictions detailed within “Amendment Two of the Fourth Amended and Restated Development Agreement for Aspen Place at the Sawmill” are fully satisfied.

ATTACHMENTS:

- Zoning Map Amendment Application and Reason for Request Narrative (by applicant)
- Vicinity Map for Zoning Map Amendment
- Applicant’s response to city staff comments, dated July 25, 2013
- Neighborhood Meeting Report by applicant (15 pages)
- Citizen Email, dated August 25, 2013
- Statement of Site Amenities by applicant
- Community Benefits, 1 pg. narrative by applicant
- IDS Conditions of Approval, dated Aug. 7, 2013
- Draft Amended Development Agreement -- bullet points (“Amendment Two”)
- Fourth Amended and Restated D.A. for Aspen Place at the Sawmill
- December 2006 Approved Site Plan (8.5 x 11”)
- Color Elevations (11” x 17”), proposed
- Approved 2013 Conceptual Site Plan, 24” x 36” (19 sheets, includes surrounding development, floor plans & elevations)
- Preliminary Utility Plan, one 24” x 36” sheet



MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, September 11, 2013
City of Flagstaff, Council Chambers

CALL TO ORDER

Chairman Carpenter called the meeting to order at 4:06 p.m.

COMMISSION MEMBERS:

PRESENT: David Carpenter, Chairman; Paul Moore; Jim McCarthy; Justin Ramsey;
Tina Pfeiffer (joined the meeting at 7:15 pm)

ABSENT: Stephen Dorsett, Vice Chairman; Steve Jackson

CITY STAFF:

Mark Sawyers, Staff Liaison

Kimberly Sharp, Comprehensive Planning Manager

Roger E. Eastman, AICP, Comprehensive Planning and Code
Administrator

Becky Cardiff, Recording Secretary

I. GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

- 1) Special meeting of September 4, 2013.

Motion: Move to approve the minutes of the Special Meeting of September 4, 2013, as submitted. Action: Approve Moved by: Commissioner McCarthy Seconded by: Commissioner Ramsey. Motion carried unanimously.

II. Public Hearing

1. ZONING MAP AMENDMENT FOR ASPEN PLACE AT SAWMILL Pages 1-69

Address:	601 East Piccadilly Drive
Assessor's Parcel Number:	104-19-125, -126, -127, -128, -129, -130, -131, and Tract EE
Property Owner:	Flagstaff Aspen Place, LLC
Applicant:	Land Development Strategies, LLC
Application Number:	PC REZ 13-0001
City Staff:	Elaine Averitt
Action Sought:	Zoning Map Amendment (Conditional)

A proposed zoning map amendment to the official Zoning Map for approximately 3.15 acres of Highway Commercial (HC) (conditional) zone located at 601 East Piccadilly Drive, a mixed use development consisting of one five-story building, with 33,000 square feet of retail at the first floor level, a five-story parking garage, and 222 luxury apartments.

Ms. Averitt gave a PowerPoint Presentation on the proposed project and answered questions from the Commissioners. Mr. Sawyers was present and answered questions from the Commissioners.

Brendan O'Leary, representative for the developer and investment group, gave a brief introduction to the project and introduced Bill Prelogar, architect for proposed project. Mr. Preglogar gave a PowerPoint presentation detailing the project and answered questions from Commissioners.

Reid Miller, City of Flagstaff Traffic Engineer, was present and answered Commissioners questions on traffic.

Rick Schuller, Civil Engineer representing the applicant, answered questions from Commissioners on drainage.

Motion: Motion to open the public hearing Moved by: Commissioner Moore Seconded by: Commissioner McCarthy. Motion carried unanimously.

Public Comment: None

Motion: Motion to close the public hearing Moved by: Commissioner McCarthy Seconded by: Commissioner Moore. Motion carried unanimously.

Discussion was held about the color of the building materials. Sarah Darr, Housing Program Manager City of Flagstaff, was present and answered questions about affordable housing.

Motion: Motion to forward to City Council for approval with Staff Conditions and a stipulation that the color of the parking garage be complimentary to the Residential and Commercial portion of the building Moved by: Commissioner McCarthy Seconded by: Commissioner Moore. Motion carried unanimously.

2. Public hearing/discussion/possible action regarding proposed amendments to the Flagstaff Zoning Code, Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) and Chapter 10-80 (Definitions).

Mr. Eastman gave a description of the proposed amendment to the Zoning Code.

Motion: Motion to open the public hearing Moved by: Commissioner McCarthy Seconded by: Commissioner Moore. Motion carried unanimously.

Public Comment was made as follows:

Richard Bowen, representing ECONA, believes this is a quality process that will create job growth and quality employers to Flagstaff. Mr. Bowen gave examples of several companies that will be expanding and using the rezoning process in the near future. He also gave examples of companies that chose not to come to Flagstaff because of the complex rezoning process as one of the reasons.

Keri Silvyn, Tucson, Az, gave an example of a property that has a zoning not in accordance with the Regional Plan that the property owner believe they would not be able to rezone with the current process. Ms. Silvyn stated she believes the amendment will help the community secure quality employers. She believes the amendment will ensure at the rezoning stage that there is an understanding of the impacts of the infrastructure and it balances the interests at stake. Ms. Silvyn answered questions from Commissioner Moore.

Mike Sistak, Government Affairs Director, Flagstaff Chamber of Commerce, gave a statement on behalf of Ms. Julie Pastrick, Chamber President; she thanked the City Council, stakeholders and Commission for work on amendment. Ms. Pastrick is in favor of the amendment to eliminate some of the upfront costs and asked commission for their support.

Marilyn Weissman, representing Friends of Flagstaff Future, believes there is more to why businesses are not here not just the rezoning process. She referred to the previous project that used the current rezoning process and that the developer complimented the City Staff on the process. She believes owners want to profit from rezoning and developers want to spend less money and this new process will be tedious and complicated. She believes the current process works.

Nat White, resident, submitted a written comment that is attached hereto.

Tish Bogan-Ozman, resident, is concerned for the natural and cultural resources. She believes that an impact study for those needs to be done when making the decision on the use and before rezoning the property.

Motion: Motion to close the public hearing Moved by: Chairman Carpenter Seconded by: Commissioner McCarthy. Motion carried unanimously.

Extensive discussion was held on the proposed amendment.

Motion: Motion to recommend approval of the proposed amendments to Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) as described in the staff report Moved by: Chairman Carpenter Seconded by: Commissioner Ramsey
Motion to Amend: Motion to amend the primary motion to include the following revised submittal requirements applicable to all projects i.e. small, medium, large and multi-phased scale projects: (1) a three-dimensional bulk and mass analysis/visualization of the project; (2) a maximum building envelope shall be defined for all proposed uses; and (3) a minimum boundary of protected natural resources shall be defined based on preliminary resource calculations Moved by: Commissioner Moore Seconded by: Commissioner McCarthy. Motion to amend carried unanimously. Primary motion to recommend approval of the proposed amendments to Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map) as described in the staff report together with the amendments proposed by Commissioner Moore approved 4-1 with Commissioner McCarthy dissenting.

Pages 103-165

Public hearing/discussion/possible action regarding proposed amendments to the Flagstaff Zoning Code, Division 10-50.100, Sign Standards with specific reference to a new Section 10-50.100.080.E (Flagstaff Mall and Marketplace District).

City Staff: Roger E. Eastman AICP, Comprehensive Planning and Code Administrator

Mr. Eastman gave a brief description of the proposed amendment to the Zoning Code.

Motion: Motion to open the public hearing Moved by: Commissioner McCarthy Seconded by: Commissioner Moore. Motion carried unanimously.

Public Comment: none

Motion: Motion to close the public hearing Moved by: Chairman Carpenter Seconded by: Commissioner Moore. Motion carried unanimously.

Discussion was held on the proposed amendment. Mr. McCarthy submitted a written statement which is attached hereto.

Motion: Motion to forward to recommend that the City Council not approve the proposed amendments to Division 10-50.100 (Sign Standards) by adding a new Section 10-50.100.080.E (Flagstaff Mall and Marketplace District) Moved by: Commissioner McCarthy Seconded by: Commissioner Ramsey. Motion carried unanimously.

3. Draft Flagstaff Regional Plan 2030

City Staff: Kim Sharp, Comprehensive Planning Manager, Community Development

Ms. Sharp discussed the schedule for the City Council public hearings.

Discussion was held on possible meeting dates to move the Regional Plan discussion due to the time. The Regional Plan discussion will be tabled until the September 25th meeting

III. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

None given

ADJOURNMENT

The meeting was adjourned at 8:10 p.m.

ATTACHMENTS:

Flagstaff Planning and Zoning Commission
Meeting for 11 September 2013, 4:00 p.m., Council Chambers
Agenda Item II-2, Flagstaff Mall and Marketplace Sign

Statement from Jim McCarthy:

The issue here is should we recommend that an otherwise illegal off-site sign be allowed for one developer. My concerns are several.

First, the public has been completely left out of the process, at least until it was put on the Planning and Zoning Commission agenda. Having the commission "make a recommendation" to council may be no more than a formality, considering that the previous council already made a private commitment to the land owner. Considering that the newly elected council may reconsider, it is imperative that this commission provided an independent thought-out recommendation.

Second, the proposal on the table today is contrary to the long-standing city policy to not allow billboards. Just this year, former city employee Paul Jones died. Paul spent city resources and a lot of his own energy in the effort to remove billboards from this city. The impressive viewshed we have in our built environment is to the credit of Paul and other city leaders, and also to the cooperation of many commercial interests.

Third, the one land owner is being given an opportunity that essentially no other land owner is allowed. Off-site signs are not allowed. The one exception that I know of is the Autopark sign on Route 66.

A basic tenant of our government is that all persons will receive equal treatment under the law. Under that principle, this proposal is quite possibly illegal. In fact, under the 14th amendment to our national constitution, it may be unconstitutional because it does not provide "equal protection of the law."

Lastly, I had some concern that this case will create a precedent. After consideration, I have concluded that it will not create a precedent. I say this because this case was decided under duress and not as part of a well-considered policy change. I consider this and the Autopark cases to be isolated incidents with clearly non-typical circumstances.

That said, certain city council members *have* stated that they intend to change the sign code and the approach we have taken for the last decades.

Regardless of the appropriateness of the sign otherwise, I also have concerns that since the sign will be on city property, that the sign will be tax-free to the developer and the city will be responsible for at least some aspects of the maintenance, an unusual and inappropriate situation.

In closing, I would like to summarize with three points. First, I will quote from the draft Flagstaff Regional Plan. "Good government processes lead to transparency and consistent decision making." (See draft of Aug 2013, Page XIV-4.) Support for this case would be in obvious contradiction to that regional plan principle.

Second, I will state that allowing one developer a sign that no other developer could legally build is wrong.

And third, the City of Flagstaff spent significant resources getting rid of billboard blight; we should respect that.

Thank you for listening.

PS:

After reading the prepared statement, I informally told the story of how a legislative body made an inappropriate decision and then reversed it. The case (*Illinois Central Railroad Co. v. Illinois*, decided in 1892) went to the U.S. Supreme Court. The court determined that in the case the legislative body wrongly granted a fee interest in the Chicago waterfront to a private railroad company and that because of the public trust doctrine, they could reverse the decision.

The analogy here is that there are certain things the city council cannot appropriately decide, e.g. agreeing to special treatment of certain landowners against the doctrine of equal treatment under the law, and that the council can (and should) reverse the former inappropriate decision.

David Carpenter

From: Tammy Bishop <tbishop@flagstaffaz.gov>
Sent: Monday, September 09, 2013 2:38 PM
Subject: Planning & Zoning Commission 9-11-13
Attachments: 09-11-13 P&Z Agenda.pdf

Importance: High

Good Afternoon Commission,
Please read the letter of recommendation below from a concerned citizen.
I have attached the agenda for Wednesday's meeting.

Thank you,
Tammy

From: Kathy Jenkins [<mailto:jenkins4flag@gmail.com>]
Sent: Sunday, September 08, 2013 5:42 PM
To: Tammy Bishop
Subject: Information for Planning & Zoning Commission 9-11-13

Please forward to the planning and zoning commission.

To Planning & Zoning Commission:

As a retired Flagstaff City Planner with 24 years of service, I would suggest the Commission send a recommendation of denial to the City Council on the staff proposal to change the rezoning submittal procedures.

Historically, rezoning cases of the 1980's would place the developer and the neighborhoods against each other. The hostility and confusion stemmed from a lack of information brought to the public review process. As members of the Planning & Zoning Commission, I would recommend that you not place yourselves, staff, developer and most importantly the concerned citizens (neighborhoods) in this situation.

With the adoption of the Land Development Code, the submittal requirements for a rezoning case increased. The cases brought forward to Public Hearing provided the necessary information for citizens of Flagstaff, Commissions and Council to support sound rezoning requests.

Those stricter requirements for rezoning submittals were amended in 2011 by the adoption of small, medium and large scale rezoning proposals. Based on the size of development being proposed the submittal requirements are either geared up or down.

This tiered process seems reasonable, a compromise between the 1972 Zoning Code and the original Land Development Code. I understand that only one rezoning request which was initiated by the City has been processed using the tiered submittal requirements.

The tiered process should be tested with upcoming rezoning requests before it's amended.

I understand and respect the Council's desire to fast track rezoning requests given the recent recession, but my past experience would discourage this approach. The most successful cases historically have taken a professional team of developers, architects, engineers and planners providing adequate information to the citizens of Flagstaff.

I appreciate the opportunity to submit my thoughts on this matter.

Sincerely,
David Reed Jenkins
1030 E. Appalachian Road
Flagstaff, AZ 86004
928-6073938

P&Z Commission,

9-11-2013

I am for smart, well planned growth. I am also for clear, efficient rezoning processes that support well planned growth and protect the investments and the values of our city.

Since the fiasco of the first Walmart development, and the associated revamping of the building codes, Flagstaff has demonstrated successful well planned growth. Walmart was the poster child for the bumper sticker "Don't Phoenix Flagstaff". The zoning change that allowed that to happen occurred with a concept plan, a large resort on rolling forested hills. The scar is healing and most people have forgotten what could have been, a shopping and hotel area that reflects Flagstaff.

As much as I have read the draft of the proposed changes before you today, I can not convince my self that we are not making Flagstaff vulnerable to zoning changes that can easily be driven by short term profit rather than good and long term planning. This is not painting all developers with the same brush. Rules that may seem burdensome are usually for those interested in beating the system, not the good guys.

I acknowledge that there can be limited circumstances where the previous and current processes may be obstacles, but there is no statistical evidence that this is the usual. The general statements given for the proposed changes on page 4 have not been demonstrated in any measurable way as the case over the years. In fact there seems to be no immediate need to rush.

- The existing zone change process discourages new development and capital investment in the City because of the uncertainty of the process.
- The existing process discourages zone change applications because full knowledge of the intended use is needed to determine the zoning, and it is too costly to develop detailed site plans, floor plans, elevations, etc. when the final user may not be known.
- Flagstaff has a low inventory of land suitable for development, and the current process tends to drive development to other communities.

Here are some suggestions before you pass this on to the council:

- Ask for pros and cons comparing the present process and the proposed process. This includes worse case scenarios where either process could be misused.
- Provide a current hypothetical scenario of this process; say for a zone change on the land either side of the north end of the 4th street bridge.
- Find some cities of comparable size to Flagstaff that have this process, and assess the results.
- Provide other evidence that the "Concept Zoning Plan" is useful and appropriate for Flagstaff.
- Define clearly how conditions applied to the "Concept Zoning Plan" by council can or cannot be changed after a time and perhaps after sale of the property.

We have grown under the existing code well over the years, so this is not a problem that needs to be rushed. There are folks that feel we are growing at a healthy rate and there are folks that may feel the faster we grow the better. My concern is that we grow in a health manageable way, but I am concerned this major change emphasizes faster over healthy. It needs further scrutiny.

Nat White

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

AMENDMENT NUMBER TWO

to
Fourth Amended and Restated Development Agreement and Waiver
for
Aspen Place at the Sawmill

The following Amendment Number Two to Fourth Amended and Restated Development Agreement and Waiver for Aspen Place at the Sawmill (this “Amendment”) is made this _____ day of _____, 2013 and is incorporated into and made a part of that certain Fourth Amended and Restated Development Agreement and Waiver dated August 11, 2010 and recorded in the Coconino County Records as Document No. 2010-3570207, as amended by Amendment One dated October 26, 2011 and recorded in the Coconino County Records as Document No. 3609215 (the “Agreement”). Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement. This Amendment is made pursuant to Section 10.4 of the Agreement, which permits the City and the Owner of a portion of Aspen Place at the Sawmill to amend the Agreement insofar as it affects that Owner’s portion of the Property. Accordingly, this Amendment is made by the City of Flagstaff (“City”) and Flagstaff Aspen Place, LLC, a Delaware limited liability company (“Owner” or “Flagstaff Aspen Place”), as successor in interest to Aspen Place North, LLC of the Commercial Parcels.

1. The fourth sentence of Recital A is amended as follows:

Exhibit C depicts the parcels of land owned by Flagstaff Aspen Place, LLC as successor in interest to Aspen Place North, LLC an Arizona limited liability company (the “Commercial Parcels”).

2. Recital B is amended by adding a new sentence to the end thereof, to read as follows:

The Fourth Amended and Restated Development Agreement was subsequently amended by Amendment One to Fourth Restated Development Agreement and Waiver recorded on October 27, 2011 as Document Number 3609215.

3. The second sentence of Recital C is amended as follows:

In regard to the Commercial Parcels, the Master Plan amends and restates in its entirety the “Revised Site Plan of the Master Plan dated December 7, 2006.”

4. Recital F is amended as follows:

The current zoning of the Residential Parcels is High Density Residential, and the current zoning for the Grocery Parcel and Commercial Parcels is Highway Commercial.

5. Section 2, Zoning, is amended by adding a new sentence to the end thereof, to read as follows:

In regard to the Commercial Parcels, Flagstaff Aspen Place agrees to be subject to all the terms, conditions and stipulations of City Ordinances 2006-13, 2006-31, 2011-19 and 2013-23, attached as **Exhibit Q**, and incorporated by this reference (“Commercial Parcels Zoning Ordinances”).

6. The second sentence of Section 3, Development Standards, is amended as follows:

The City and Sawmill NF, LLC expressly acknowledge and agree that as consideration for Sawmill NF, LLC’s prior cooperation in the Lone Tree realignment, and prior land dedications and construction of other improvements for the benefit of the City as set forth in this Agreement, development of the Grocery Parcel will not be subject to any impact fees which may be implemented by the City in the future, but the Grocery Parcel will be subject to applicable district fees.

7. Section 6.5, Existing Unused Utility Services, is amended by adding a new sentence to the end thereof, to read as follows:

In regard to the Commercial Parcels, Flagstaff Aspen Place agrees to abandon all unused public utility services, including water, wastewater and reclaimed services, in compliance with the City of Flagstaff Engineering Standards. Those public utility services to be abandoned are depicted in the Abandonment of Unused Public Utility Services Plan, attached as **Exhibit R**, and incorporated by this reference. The Owner shall abandon all unused public utility services before the Building Certificate of Occupancy (BCOO) will be issued.

8. Section 6.6.5, Open Space Requirements, is amended by adding a new sentence to the end thereof, to read as follows:

Notwithstanding the foregoing, in regard to the Commercial Parcels, Flagstaff Aspen Place must comply with the open space requirements of the Flagstaff Zoning Code, effective November 11, 2011.

9. Section 7, Rights- of-Way Dedication, is amended by adding a new sentence to the end thereof, to read as follows:

Notwithstanding the foregoing, Flagstaff Aspen Place agrees to dedicate those right-of-way improvements, including the right turn lane at the intersection of East Butler Avenue and South Windsor Avenue, additional ninety degree parking along East Kensington Drive, and sidewalk improvements along South Windsor abutting frontage of the

Commercial Parcels, described and depicted in **Exhibit S**. (“Right-of-Way Improvements”). Flagstaff Aspen Place acknowledges that all improvements in the right-of-way (such as water detention facilities, sidewalks, any on-street parking spaces, landscaping) shall be maintained in perpetuity by Flagstaff Aspen Place. In addition, Flagstaff Aspen Place shall be responsible for snow removal outside the vehicular “travel way,” as depicted in **Exhibit T**, Public and Private Maintenance, attached to this Agreement. The City and Flagstaff Aspen Place may elect to jointly resurface the “travel way” and any on-street parking areas which would require Flagstaff Aspen Place to contribute, on a prorated basis, to the City for paving and re-striping the on street parking spaces. The foregoing maintenance provision shall apply to the Commercial Parcels in perpetuity, unless amended by the parties through a revised development agreement. Flagstaff Aspen Place will ensure that maintenance and repair agreements involving work in the public ways entered into by Flagstaff Aspen Place shall include the following indemnification provisions for the benefit of the City:

“Flagstaff Aspen Place agrees to indemnify, defend and hold harmless the City of Flagstaff, its officers, officials, agents and employees (“Indemnitee”) from and against any and all claims, demands, actions, liabilities, damages, losses or expenses (including court costs, attorney’s fees, and costs of claim processing, investigation and litigation) (collectively referred to as “Claims”) for personal injury or bodily injury (including death) or property damage caused, in whole or in part, by willful misconduct or negligent acts or errors of Flagstaff Aspen Place, or any of Flagstaff Aspen Place’s directors, officers, agents, employees, and contractors related to work performed to this maintenance and repair agreement.”

10. Section 8, Construction of Public and Other Related Improvements, is amended by adding a new sentence to the end thereof, to read as follows:

Notwithstanding the foregoing, Flagstaff Aspen Place agrees to construct the Right-of-Way Improvements described and depicted in **Exhibit S**.

11. Section 8.1, Landscape Improvements, is amended by adding a new sentence to the end thereof, to read as follows:

Notwithstanding the foregoing, in regard to the Commercial Parcels, Flagstaff Aspen Place agrees to construct and maintain, in perpetuity, all landscaping and irrigation improvements located within the right-of-way

12. Section 9, Notices, is amended as follows:

Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been given if (1) delivered to the party at the address set forth below during normal business hours, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, with sufficient postage, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Owners:

Campus Crest at Flagstaff, LLC
2100 Rexford Rd., Suite 414
Charlotte, North Carolina 28211
Attention: Andrew Young

Flagstaff Aspen Place, LLC
One East Washington Ste. 300
Phoenix, AZ 85004
Attention: Brett Heron

Sawmill NF, L.L.C.
Aspen Place North, L.L.C.
7114 East Stetson Drive, Suite 400
Scottsdale, Arizona 85251
Attention: Donald L. Meyers

9.1 Notices will be deemed received (1) when delivered to the party, (2) three business days after being sent by U.S. mail, certified and return receipt requested, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized and reputable overnight delivery service.

13. The Exhibits to the Agreement are amended as follows:

Exhibit C	Legal Description Commercial Parcels – Modified
Exhibit Q	Commercial Parcels Zoning Ordinances
Exhibit R	Abandonment of Unused Public Utility Services Plan
Exhibit S	Right-of-Way Improvements
Exhibit T	Public and Private Maintenance

14. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Except as expressly amended hereby, the Agreement shall remain in full force and effect in accordance with its terms.

15. Waiver of Claim for Diminution in Value. Flagstaff Aspen Place hereby waives and fully releases any and all financial loss, injury, claims and causes of action that it may have, now or in the future, for any “diminution in value” and for any “just compensation” under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138, (the “Act”) in connection with the application of the City’s existing land use laws and including Ordinance Number 2013-23 regarding the Property (collectively, the

“Laws”). This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Laws with regard to the subject Property. Flagstaff Aspen Place agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney’s fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney’s fees or costs under the Act that they may have, as a result of the application of the Laws upon the Property.

- 16. Affordable Housing Contribution.** Flagstaff Aspen Place acknowledges the City of Flagstaff’s affordable housing set-aside policy but is not seeking any of the affordable housing incentives set forth in the 2011 City of Flagstaff Zoning Code. Flagstaff Aspen Place is aware of the many goals, policies and strategies listed in the Flagstaff Area Regional Land Use and Transportation Plan related to the lack of affordable housing units within Flagstaff. With the development of the Commercial Parcels, Flagstaff Aspen Place intends to provide market rate housing units for rental purposes. Flagstaff Aspen Place, acknowledging that the development of the Commercial Parcels will not directly impact affordable housing shortages within Flagstaff, agrees to contribute \$25,000.00 to further the efforts of the City in addressing the lack of affordable housing units within the community. Further, the City and Flagstaff Aspen Place acknowledge the contribution of Parcel 117 to the City with the recordation of the Aspen Place at Sawmill final plat. The City acknowledges that this lot will be an asset to be utilized for affordable housing purposes.
- 17. Liability and Indemnification.** Flagstaff Aspen Place shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney’s fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Amendment by City or Flagstaff Aspen Place, or nonperformance of this Amendment by Flagstaff Aspen Place.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amendment and Waiver to be executed by their duly authorized representatives as of the day and year first above written.

City of Flagstaff

Flagstaff Aspen Place, LLC

By: Flagstaff Aspen Place, LLC
Its Manager

By: _____
Name: Brett Heron
Its: Manager

Gerald W. Nabours, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

STATE OF ARIZONA)
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this _____ day of _____, 2013, before me, a Notary Public, personally appeared Gerald W. Nabours, Mayor of the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

Notary Public
My Commission Expires:_____

STATE OF ARIZONA)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2013, before me, a Notary Public, personally appeared Brett Heron, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Flagstaff Aspen Place, LLC, manager of [new name], for the purposes therein contained.

Notary Public
My Commission Expires:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Josh Copley, Deputy City Manager
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Consideration of Financial Assistance: Flagstaff Shelter Services

RECOMMENDED ACTION:

- 1) Approve Financial Assistance for Flagstaff Shelter Services in the amount of \$_____, and authorize the City Manager to complete a contract specifying terms and conditions of funding.
- 2) Do not approve Financial Assistance for Flagstaff Shelter Services.
- 3) Provide some other direction to Staff in regards to Financial Assistance for Flagstaff Shelter Services.

Policy Decision or Reason for Action:

On October 1, 2013, upon the request by Council member Oravits and with affirmation of at least three members, Council indicated a willingness to discuss the issue of possible financial assistance for Flagstaff Shelter Services.

Financial Impact:

In the Manager's Proposed FY14 Budget, Council approved a line item under "Contributions to Partner Agencies" of \$20,000 with the attached narrative of "Emergency Housing Funds." These monies were intended to be used to temporarily house (or shelter) displaced people due to forest closures or other forest related emergencies such as wildfires. The Budget does not allocate these funds to go to any specific entity or agency but rather states what their use is to be.

Connection to Council Goal:

11. Effective governance

Previous Council Decision on This:

In FY14, the City contributed \$293,750 directly to United Way of Northern Arizona. United Way allocated \$17,000 of these funds to Flagstaff Shelter Services.

The City's FY13 Budget included \$108,070.28 in Community Development Block Grant (CDBG) Funds for Flagstaff Shelter Services. This agency did not receive any CDBG Funds in the FY14 Budget because it missed the deadline to submit its application.

NON-DEPARTMENTAL

SECTION 64

CONTRIBUTIONS TO PARTNERS

PROGRAM DESCRIPTION

This division accounts for contractual agreements with outside agencies that provide services to Flagstaff's citizens.

The City is a major contributor to United Way, arts and cultural agencies whose activities benefit the citizens of Flagstaff, and other Alliance partnerships.

SECTION: 64-CONTRIBUTIONS TO PARTNERS					
EXPENDITURES BY CATEGORY:					
	Actual Expenditures 2011-2012	Adopted Budget 2012-2013	Estimated Expenditures 2012-2013	Proposed Budget 2013-2014	Budget-Budget Variance
CONTRACTUAL	\$ 914,801	\$ 937,003	\$ 917,003	\$ 883,559	\$ (53,444)
TOTAL	\$ 914,801	\$ 937,003	\$ 917,003	\$ 883,559	\$ (53,444)
EXPENDITURES BY PROGRAM:					
HEALTH AND SOCIAL SERVICES	\$ 293,781	\$ 293,750	\$ 293,750	\$ 293,750	\$ -
OTHER CONTRIBUTIONS	621,020	643,253	623,253	589,809	(53,444)
TOTAL	\$ 914,801	\$ 937,003	\$ 917,003	\$ 883,559	\$ (53,444)
SOURCE OF FUNDING:					
	GENERAL FUND			\$ 770,051	
	LIBRARY FUND			12,517	
	HIGHWAY USER REVENUE FUND			11,750	
	TRANSPORTATION FUND			4,614	
	WATER AND WASTEWATER FUND			37,508	
	STORMWATER FUND			1,721	
	AIRPORT FUND			4,023	
	ENVIRONMENTAL SERVICES FUND			41,375	
				\$ 883,559	
COMMENTARY:					
The Contributions to Partners operating budget has decreased 6% and there are no capital expenditures. Contributions are as follows: United Way \$293,750, FACTS \$247,319, Coconino Humane Society \$161,985, Intake Triage \$74,250, Victim Witness \$41,304, Emergency Housing Funds \$20,000, Greater Coconino Coalition for Children and Youth \$19,669, NACASA \$15,627, Weed & Seed \$5,503, and NACOG Rural Transportation \$4,152.					

ACCOUNT	ACCOUNT DESCRIPTION		FY 2014 PROPOSED BUDGET
CONTR TO OTHER AGENCIES	OTHER CONTRIBUTIONS		
6403-28.04	CONTRIBUTIONS TO PARTNERS		589,809
LEVEL	TEXT	TEXT AMT	
FN20	FACTS	247,319	
	HUMANE SOCIETY	161,985	
	INTAKE TRIAGE	74,250	
	VICTIM WITNESS	41,304	
	CARDINALS	30,944	
	DELETED CARDINALS AT CM LEVEL. RT	30,944-	
	GREATER FLAGSTAFF FOREST PARTNERSHIP	19,725	
	GFFP TRANSFER TO SEMS FUND AT CM LEVEL. RT	19,725-	
	YOUTH COALITION	19,669	
	NACASA	15,627	
	WEED & SEED	5,503	
	NACOG RURAL TRANSPORT	4,152	
	SISTER CITIES	2,775	
	DELETED SISTER CITIES AT CM LEVEL. RT	2,775-	
		569,809	
LEVEL	TEXT	TEXT AMT	
FN30	CARDINALS - INCREASE IN CONTRACT	10,000	
	REMOVED AT FNL LEVEL. SHOULD NOT HAVE BEEN ADDED.	10,000-	
LEVEL	TEXT	TEXT AMT	
FN40	C/O EMERG HOUSING FUNDS BG 4/23/13	20,000	
		20,000	
* OTHER CONTRIBUTIONS			589,809
** CONTR TO OTHER AGENCIES			589,809
			589,809

VENDOR/SEQ#	NAME/STATUS	ACCTG	PER	CD	DATE	NUMBER	INVOICE	NUMBER	DESCRIPTION	ACCOUNT	NUMBER	ENCUMBRANCE	TRANSACTION
BATCH	P.O.#	PER.	CD	DATE	NUMBER	INVOICE	NUMBER	DESCRIPTION	ACCOUNT	NUMBER	ENCUMBRANCE	TRANSACTION	
12666	00	FLAG SHELTER SERVICES											
01581	146914	3/14 AP	9/23/13	0005646	OVERPMT20130063				MISCELLANEOUS	001-0000-312-00-00	6.00	6.00	
00642	146914	2/14 AP	8/01/13	0005404	5)1221C-12				MISCELLANEOUS	070-3186-544-28-11	1943.50-	1943.50	
06301	146914	11/13 AP	5/24/13	0005039	4)1221C-12				MISCELLANEOUS	070-3186-544-28-11	1830.56-	1830.56	
04962	146914	9/13 AP	3/25/13	0004750	3)1221C-12				MISCELLANEOUS	070-3186-544-28-11	1912.50-	1912.50	
04682	146914	9/13 AP	3/11/13	0004706	2)1221C-12				MISCELLANEOUS	070-3186-544-28-11	675.00-	675.00	
04128	146914	8/13 AP	2/11/13	0004597	4)821C-12				MISCELLANEOUS	070-3189-544-28-11	4088.58-	4088.58	
03947	146914	8/13 AP	2/01/13	0004574	1)1221C-12				MISCELLANEOUS	070-3186-544-28-11	9360.00-	9360.00	
03204	146789	6/13 AP	12/26/12	0004387	3)821C-12				MISCELLANEOUS	070-3189-544-28-11	12260.18-	12260.18	
02933	145974	6/13 AP	12/12/12	0004333	4)821C-11				MISCELLANEOUS	070-3189-544-28-11	6120.18-	6120.18	
02933	146789	6/13 AP	12/12/12	0004333	2)821C-12				MISCELLANEOUS	070-3189-544-28-11	5970.82-	5970.82	
02373	146789	5/13 AP	11/15/12	0004226	821C-12(1)				MISCELLANEOUS	070-3189-544-28-11	6680.42-	6680.42	
02347	145974	5/13 AP	11/14/12	0004204	3)821C-11				MISCELLANEOUS	070-3189-544-28-11	8735.45-	8735.45	
01519	145974	4/13 AP	10/08/12	0004072	2)821C-11				MISCELLANEOUS	070-3189-544-28-11	10508.89-	10508.89	
01302	145974	3/13 AP	9/24/12	0003972	1)821C-11				MISCELLANEOUS	070-3189-544-28-11	5135.48-	5135.48	
00910	146657	2/13 AP	8/15/12	0003849	08152012				MISCELLANEOUS	001-6403-560-28-04	4554.66-	4554.66	
06015	145975	12/12 AP	6/30/12	0003674	5)1221C-11				MISCELLANEOUS	070-3186-544-28-11	29577.52-	29577.52	
05793	145975	12/12 AP	6/27/12	0003577	4)1221C-11				MISCELLANEOUS	070-3186-544-28-11	51984.05-	51984.05	
05493	145975	12/12 AP	6/12/12	0003462	3)1221C-11				MISCELLANEOUS	070-3186-544-28-11	3318.00-	3318.00	
04830	145975	11/12 AP	5/04/12	0003241	2)1221C-11				MISCELLANEOUS	070-3186-544-28-11	4720.00-	4720.00	
04831	145975	11/12 AP	5/04/12	0003307	2)1221C-11				MISCELLANEOUS	070-3186-544-28-11	4720.00-	4720.00	
04328	145975	10/12 AP	4/02/12	0292413	2)1221C-11				MISCELLANEOUS	070-3186-544-28-11	5900.00-	5900.00	
03058	145975	7/12 AP	11/15/11	0291295	1406				MISCELLANEOUS	070-3177-544-28-11	6000.00-	6000.00	
06070	143095	12/09 AP	6/30/09	0275834	2)821C-08				HUMAN SVCS	070-3177-544-28-11	14000.00-	14000.00	
04422	143095	9/09 AP	3/26/09	0273323	1)821C-08				HUMAN SVCS	070-3177-544-28-11	2950.63-	2950.63	
02249	141650	5/09 AP	11/21/08	0270473	(SEF)821C-07				MISCELLANEOUS	070-3177-544-28-11			

VENDOR TOTAL - 198,226.42- 198,232.42

070 - CDBS

*General Fund

Community Development Block Grant (CDBG) Allocations to Flagstaff Shelter Services

Year	Operational Assistance	Shelter Rehabilitation	Purchase - Huntington Ave.*	Total
2007/2008	\$32,000.00			\$32,000.00
2008/2009	\$20,000.00			\$20,000.00
2009/2010			\$124,000.00	\$124,000.00
2011/2012	\$30,500.00	\$95,499.57		\$125,999.57
2012/2013	\$29,000.00	\$79,070.28		\$108,070.28
Total	\$111,500.00	\$174,569.85	\$124,000.00	\$410,069.85

*Originally awarded for pre-construction and design, contract was amended by Council to allow purchase in 2010/2011

Other Contributions to Flagstaff Shelter Services

- **Allocation of \$20,000 from the FIT for Safe Housing funds for motel vouchers and/or rent for a (up to \$2,000 per month for rent and \$3,000 per month in vouchers) temporary shelter awarded to FSS with United Way as fiscal agent November 2007**
 - **AMENDED on January 15, 2008 to allow up to \$7,000 per month for rent and/or vouchers with the entire amount able to be used for one or the other or split between, allowing FSS flexibility with the allocation**
- Lease of 216 W. Phoenix approved by Council on January 15, 2008 at a base rent of \$1 annually with no security deposit – occupied the building until spring of 2012
- Shelter at 216 W. Phoenix opened for overnight stays for the first time October 18, 2008, day center use started earlier in the year
- 2012 –2 week early opening at our request (vet group in the Sinagua gym with school starting) with city support – paid total of \$6517 out of the FIT account (mattresses, supplies and FSS staff time)

Flagstaff Shelter Services, Inc.

Revised 10/9/2013 LB + KP

Twelve-month forecast

Apr-13

Cash at beginning of month

50,678 13,755 29,484 14,096 5,297 3,188 2,208 4,043 (3,586) 12,212 (17,545) (4,138)

	IND. %	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	YEARLY	% of total rev	
Grant Income:		Actual	Actual	Actual	Actual	Actual										
AZ Dept of Housing		-	-	-	-	-	-	-	25,580	25,830	36,287	9,298	-	96,995	34.99	
FHLB		-	-	-	-	-	-	-	-	-	-	-	-	0	0.00	
Coconino County		-	-	-	-	5,000	-	-	-	-	-	-	-	5,000	1.80	
City of Flagstaff		-	1,831	-	-	1,944	-	-	-	-	-	-	-	3,774	1.36	
Flagstaff Community Found		-	-	-	-	-	-	14,000	-	-	-	-	-	14,000	5.05	
United Way of N. AZ		-	5,000	-	5,000	-	-	5,000	-	-	5,000	-	5,000	25,000	9.02	
Corporations		-	-	-	-	-	-	-	-	-	-	-	-	0	0.00	
Private Foundations		1,000	3,000	5,000	-	1,500	1,750	6,000	5,000	-	-	-	-	23,250	8.39	
Total Grants		1,000	9,831	5,000	5,000	8,444	1,750	25,000	30,580	25,830	41,287	9,298	5,000	168,019	60.62	
Other Contributions:																
Individual Contributions(cont.to capital removed below)		1,974	1,699	3,305	4,037	1,721	1,910	1,500	1,500	25,000	2,000	2,000	5,000	51,646	18.63	
Client Copay		60	76	25	-	-	-	-	-	-	-	-	-	161	0.06	
Laundry Income		873	736	252	244	453	345	275	550	550	550	550	550	5,928	2.14	
Spec. Event- Four Squares		67	-	-	-	-	-	-	-	-	15,500	13,500	-	29,067	10.49	
Spec. Event - Random Acts		-	8,939	-	-	-	-	-	-	-	-	-	-	8,939	3.22	
Spec. Event - Barbeque		-	178	-	-	-	-	2,386	-	-	-	-	-	2,564	0.93	
Spec. Event - New Frontiers		-	-	-	-	-	-	-	1,500	-	-	-	-	1,500	0.54	
Board-Initiated Fundraisers		-	-	-	-	-	5,000	-	1,000	-	-	-	-	6,000	2.16	
Bed Sponsorship		300	-	-	-	-	-	-	-	-	-	-	-	300	0.11	
Sale of Van		-	740	-	-	-	-	-	-	-	-	-	-	740	0.27	
Interest		2	1	1	1	1	0	2	1	2	2	2	2	17	0.01	
Board Contributions		-	-	25	25	25	125	125	125	1,325	125	125	125	2,150	0.78	
Misc Income		-	21	16	107	-	6	-	-	-	-	-	-	149	0.05	
Total Other		3,276	12,389	3,624	4,413	2,200	7,386	4,288	4,676	26,877	18,177	16,177	5,677	109,161	39.33	
															0.00	
Total Support		4,276	22,220	8,624	9,413	10,644	9,136	29,288	35,256	52,707	59,464	25,475	10,677	277,180		
September		Foundations Walmart Foundation - \$750, Lee Foundation - \$1000														
October		Foundations TEP Awarded \$2500, BNSF Awarded \$3500														
November		Corporations Boeing Awarded \$5000														

	IND. %	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	YEARLY	% of total rev
Expenses															% exp
Payroll & Payroll Tax -Seasonal Staff		15,445	16,858	6,219	3,179	3,456	3,145	6,204	17,570	17,570	26,355	17,570	17,570	151,141	40.6
Payroll & Payroll Tax - Admin Payroll		5,097	4,284	5,487	1,922	1,292	1,284	1,291	1,291	1,291	1,937	5,165	5,165	35,506	9.5
Payroll & Payroll Tax - Program Management		3,852	4,291	2,907	2,063	-	-	371	2,335	2,335	3,507	2,335	2,335	26,330	7.1
Office Supplies 6550/6500		908	246	158	1,165	817	27	200	200	200	200	200	200	4,520	1.2
IT & Web Hosting 6551/6345		469	496	483	563	18	213	100	100	100	100	100	100	2,841	0.8
Postage & Delivery 6250		60	64	85	-	10	16	75	150	150	400	100	100	1,209	0.3
Repairs & Maint/Small Furn/Equip Rental 6300/6320/6510		556	317	250	447	202	359	500	500	600	600	600	600	5,532	1.5
Property Interest 9500		2,300	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	27,515	7.4
Telephone/Internet/Utilities 6340/6390		2,219	2,326	1,798	1,210	1,854	1,440	2,100	2,100	2,100	2,600	2,500	2,000	24,246	6.5
Insurance 6180		-	-	840	1,145	-	-	2,613	1,278	2,176	878	-	898	9,826	2.6
Direct Client Services 6770/6780		875	1,089	875	-	-	-	750	750	750	750	750	750	7,339	2.0
Laundry/Linens 6760		1,298	991	908	424	630	306	1,500	1,500	1,500	1,500	1,500	1,500	13,558	3.6
Cleaning Supplies 6690		454	141	11	-	21	-	200	75	75	75	75	75	1,202	0.3
Kitchen Supplies 6590		884	762	139	59	21	27	800	850	850	850	850	850	6,942	1.9
Client Hygiene 6661		674	610	129	95	26	2	700	400	650	650	650	650	5,236	1.4
Travel/Meals/Memberships 8400/8670/6380/6160/6880		115	-	354	25	-	-	100	100	100	100	100	100	1,095	0.3
Special Events 5800		260	-	-	-	-	-	-	-	-	6,000	3,000	-	9,260	2.5
Fundraising Adv/Public Relation 5500		-	-	-	-	-	-	1,000	1,000	-	-	-	-	2,000	0.5
Professional Fees/Audit 6270/6650		-	-	-	2,500	2,500	3,000	3,000	3,000	3,000	3,000	-	6,300	26,300	7.1
Van Registration/Insurance/Maint 6110		-	107	-	-	-	-	3,100	800	800	800	800	800	7,207	1.9
Donor Recognition 6850		-	-	-	-	-	-	250	-	-	-	-	-	250	0.1
Bank Service Charges/CC Fees 6120/6140		64	87	414	(29)	21	61	100	100	100	250	200	300	1,667	0.4
Interest LOC 6200		-	-	207	169	206	207	207	195	270	90	270	180	2,002	0.5
Total Expenses		35,530	34,959	23,557	17,228	13,366	12,379	27,453	36,586	36,909	52,934	39,057	42,765	372,723	100.0
Increase (Decrease) in net assets		-31,254	-12,739	-14,933	-7,815	-2,722	-3,243	1,835	-1,330	15,798	6,530	-13,582	-32,088	-95,543	
Other Items affecting Cash:		(3,756)	(4,702)	(456)	(5,984)	614	4,207	-	(6,300)	-	(36,287)	26,989	9,298	-16,376	
Designated to Capital		(1,913)	(1,831)	-	-	-	(1,944)	-	-	-	-	-	-	-5,687	
Line of Credit		-	35,000	-	5,000	-	-	-	-	-	-	-	-	40,000	
Cash at end of month		13,755	29,484	14,096	5,297	3,188	2,208	4,043	-3,586	12,212	-17,545	-4,138	-26,929		

FLAGSTAFF SHELTER SERVICES
IMPACTS TO 2013/14 FISCAL YEAR BUDGET

Event #1:

- Shelter had to relocate from City owned building per the City's request. Lease was \$1 a year plus City paid utilities.

Impact:

- Increase to budget of **\$27,515** in annual mortgage interest in the new facility.
- Increase to budget of **\$24,460** in annual utility expenses in the new facility

Event #2:

- December 2012 opened women's wing sheltering 15 women nightly through May 26th

Impact:

- \$28,000 additional salary expense for 2013/14 winter season

Event #3:

- Missed deadline for CBDB Grant application of \$30,000 for operations

Event #4:

- Interim Executive Director started May 2013. Various expense reductions were implemented resulting in a year to date expense savings of **\$22,069** as of Sept 2013 from original approved projected budget.

Event #5: Reduction in several grants awards that were projected to be higher awards. These grants were budgeted for this fiscal year. For example: Missed \$20,000 CDBG, received \$14,000, not the projected \$20,000 from the Flagstaff Community Foundation, from BNSF we received \$3500 instead of the projected \$7000. All of these incidents have contributed to the larger fiscal issue.

Flagstaff Shelter Services, Inc.

Financial Statements

For The Year Ended March 31, 2012

And Independent Auditor's Report

BRADLEY C. SCOTT CPA, PLLC
Certified Public Accountant

Flagstaff Shelter Services, Inc.

Financial Statements

For The Year Ended March 31, 2012

Together With Independent Auditor's Report

Flagstaff Shelter Services, Inc.

March 31, 2012

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Statement of Cash Flows	5
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BRADLEY C. SCOTT, CPA, PLLC

Certified Public Accountant

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Bradley C. Scott, MBA, CPA

Member:
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Arizona Society of Certified Public Accounts

INDEPENDENT AUDITOR'S REPORT

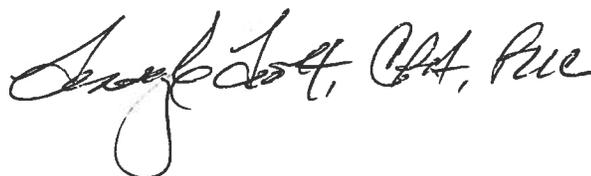
To the Board of Directors of
Flagstaff Shelter Services, Inc.
Flagstaff, Arizona

I have audited the accompanying statement of financial position of Flagstaff Shelter Services, Inc. (a nonprofit organization) as of March 31, 2012, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. My responsibility is to express an opinion on these financial statements based on my audit. The prior year summarized comparative information has been derived from Flagstaff Shelter Services, Inc.'s March 31, 2011 financial statements and, in my report dated September 9, 2011, I expressed an unqualified opinion on those financial statements.

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Flagstaff Shelter Services, Inc. as of March 31, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Flagstaff, Arizona
February 21, 2013



Flagstaff Shelter Services, Inc.

Statement of Financial Position
 March 31, 2012
 With Comparative Totals At March 31, 2011

	Assets			
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total 3/31/12	Total 3/31/11
Current Assets:				
Cash & Cash Equivalents (Note 2)	\$ 55,621	\$ 12,081	\$ 67,702	\$ 59,614
Accounts Receivable	98,459		98,459	40,976
Less Allowance for Uncollectible Accounts (Note 1)	0		0	(14,400)
Deposits (Note 9)	1,843		1,843	5,000
Prepaid Expenses	2,649		2,649	1,009
Total Current Assets	158,572	12,081	170,653	92,199
Property And Equipment: (Notes 1, 3)				
Land	215,000		215,000	0
Building	645,000		645,000	0
Furniture and Equipment	9,325		9,325	8,822
Leasehold Improvements	72,581		72,581	61,290
	941,906	0	941,906	70,112
Less Accumulated Depreciation	(36,034)	0	(36,034)	(14,041)
Net Property And Equipment	905,872	0	905,872	56,071
Total Assets	\$ 1,064,444	\$ 12,081	\$ 1,076,525	\$ 148,270

Liabilities And Net Assets

Current Liabilities:				
Accounts Payable	\$ 2,312	\$	\$ 2,312	\$ 959
Payroll Payable	2,074		2,074	3,234
Accrued Vacation Payable	532		532	0
Payroll Taxes Payable	9,879		9,879	8,606
Accrued Expenses	6,300		6,300	6,300
Total Current Liabilities	21,097	0	21,097	19,099
Long Term Liabilities:				
Mortgage Payable (Note 8)	750,000		750,000	0
Total Long Term Liabilities	750,000	0	750,000	0
Total Liabilities	771,097	0	771,097	19,099
Net Assets	293,347	12,081	305,428	129,171
Total Liabilities And Net Assets	\$ 1,064,444	\$ 12,081	\$ 1,076,525	\$ 148,270

See accompanying notes to financial statements and auditor's report.

Flagstaff Shelter Services, Inc.

Statement of Activities And Changes In Net Assets
 Year Ended March 31, 2012
With Comparative Totals for the Year Ended March 31, 2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total 3/31/12	Total 3/31/11
Changes in Net Assets:				
Support And Revenues:				
Contributions	\$ 118,703	\$	\$ 118,703	\$ 95,243
Grants	370,654		370,654	111,000
In-Kind Donations (Notes 1, 4)	77,612		77,612	67,382
Special Event Income	35,479		35,479	29,523
Other Revenue	5,342		5,342	883
Total Support And Revenues	607,790	0	607,790	304,031
Net Assets Released From Restrictions:				
Satisfaction of Contribution Restrictions	8,622	(8,622)	0	0
Total Support, Revenue, And Assets Released	616,412	(8,622)	607,790	304,031
Operating Expenses:				
Program Services	310,866		310,866	235,090
Support Services	101,206		101,206	91,407
Total Operating Expenses	412,072	0	412,072	326,497
Change in Net Assets From Operations	204,340	(8,622)	195,718	(22,466)
Other Changes:				
Interest Income	39		39	51
Interest Expense	(19,500)		(19,500)	(4)
Net Other Income/(Expenses) From Other Changes	(19,461)	0	(19,461)	47
Increase (Decrease) in Net Assets	184,879	(8,622)	176,257	(22,419)
Net Assets at Beginning of Year	108,468	20,703	129,171	151,590
Net Assets at End of Year	\$ 293,347	\$ 12,081	\$ 305,428	\$ 129,171

See accompanying notes to financial statements and auditor's report.

Flagstaff Shelter Services, LLC

Statement of Functional Expenses
 Year Ended March 31, 2012
With Comparative Totals for the Year Ended March 31, 2011

	Program Services	Support Services	Total 3/31/12	Total 3/31/11
Expenses:				
Special Events	\$	\$ 4,211	\$ 4,211	\$ 4,801
Health Clinic Expense	1,919		1,919	0
Bank Charges		1,837	1,837	416
Depreciation Expense	17,924	4,069	21,993	5,696
Insurance	5,853	1,329	7,182	4,065
Workers's Compensation Insurance	2,462	1,385	3,847	2,713
Fundraising Expense		1,209	1,209	7,068
Postage & Delivery	1,236	206	1,442	568
Printing & Reproduction	4,584		4,584	0
Professional Fees	42,489		42,489	32,610
Rent & Occupancy	25,443	5,776	31,219	27,852
Repairs & Maintenance	3,153		3,153	3,160
Telephone & Internet Expense	2,635		2,635	2,688
Meals Expense	96		96	74
Travel Expense	586		586	205
Computer Expense	9,162		9,162	1,216
Equipment Rental	360		360	686
Office Supplies	5,981		5,981	3,406
Cleaning Supplies	766		766	1,110
Program Supplies	1,374		1,374	1,338
Hotel Vouchers			0	497
Client Services	11,768		11,768	9,929
Promotion	83		83	0
Salaries & Wages	129,420	72,799	202,219	151,874
Payroll Taxes & Employee Related Expenses	14,906	8,385	23,291	17,067
Staff Development	2,730		2,730	78
Taxes & Licenses	1,486		1,486	10
Property Taxes	5,668		5,668	0
Food Distributed	18,782		18,782	33,020
Uncollectible Account Expense			0	14,350
Total Expenses	\$ 310,866	\$ 101,206	\$ 412,072	\$ 326,497
 Total Expenses 3/31/11	 <u>\$ 235,090</u>	 <u>\$ 91,407</u>		 <u>\$ 326,497</u>

See accompanying notes to financial statements and auditor's report.

Flagstaff Shelter Services, Inc.

Statement of Cash Flows
Year Ended March 31, 2012
With Comparative Totals for the Year Ended March 31, 2011

	<u>2012</u>	<u>2011</u>
Cash Flows From Operating Activities:		
Change in Net Assets	\$ 176,287	\$ (22,419)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	21,993	5,696
(Increase) Decrease in current assets:		
Accounts Receivable	(57,483)	(10,331)
Allowance for Doubtful Accounts	(14,400)	10,720
Deposits	3,157	(5,000)
Prepaid Expenses	(1,640)	(71)
Increase (Decrease) in current liabilities:		
Accounts Payable	1,323	(1,236)
Payroll Payable	(1,160)	3,234
Accrued Vacation Payable	532	(1,354)
Payroll Taxes Payable & Accrued Liabilities	1,273	3,682
Accrued Expenses	0	0
Deferred Revenue	0	0
Total Adjustments	<u>(46,405)</u>	<u>5,340</u>
Net Cash Provided by (Used in) Operating Activities	129,882	(17,079)
Cash Flows From Investing Activities:		
Proceeds on Sale of Property & Equipment	0	(1,566)
Purchases of Property And Equipment	<u>(121,794)</u>	<u>0</u>
Net Cash Provided by (Used in) Investing Activities	(121,794)	(1,566)
Net Increase (Decrease) in Cash	8,088	(18,645)
Cash at Beginning of Year	<u>59,614</u>	<u>78,259</u>
Cash at End of Year (Note 1)	<u>\$ 67,702</u>	<u>\$ 59,614</u>
Supplementary Disclosures of Cash Flow Information:		
Cash Payments for Interest	\$ 19,500	\$ <u>4</u>
Cash Payments for Income Tax	\$ <u>0</u>	\$ <u>0</u>
Schedule of Noncash Investing And Financing Activities:		
Acquisition of Real Property Through a Mortgage Payable	<u>\$ 750,000</u>	<u>0</u>

See accompanying notes to financial statements and auditor's report.

Flagstaff Shelter Services, Inc.

Notes to Financial Statements Year Ended March 31, 2012 With Comparative Totals for the Year Ended March 31, 2011

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Flagstaff Shelter Services, Inc. (the Organization) have been prepared on the accrual basis of accounting. The significant policies followed are described below to enhance the usefulness of the financial statements to the reader.

Nature of the Organization

Flagstaff Shelter Services, Inc. was incorporated in the State of Arizona on May 1, 2006, in accordance with Section 501(c)(3) of the Internal Revenue Code. The Organization is located in Flagstaff, Arizona and is dedicated to providing emergency shelter to homeless men and women in Coconino County and the services needed to overcome the problems underlying homelessness. The Organization's mission is to provide homeless men and women shelter and services and to assist them in obtaining stable housing. The Organization is also dedicated to establishing a permanent shelter in a location that will allow the program to expand and provide the option for extended stays. Flagstaff Shelter Services offers five different programs for homeless men and women; Emergency Shelter, Temporary Shelter, Transitional Shelter, Day Drop-in Shelter, and Free Health Clinic services.

Financial Statement Presentation

The financial statements are presented in accordance with Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements for Not-for-Profit Organizations." Under SFAS No. 117, the Organization is required to report information regarding its financial positions and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Contributions

In accordance with SFAS No. 116, "Accounting for Contributions Received and Contributions Made," contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Pledges to Give

Contributions are recognized when the donor makes a written pledge to give to the Organization that is, in substance, unconditional. Restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. Unconditional pledges to give that are expected to be collected within one year are recorded at net realizable value. Unconditional pledges to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows, discounted using low-risk interest rates applicable to the year in which the pledge was received. An allowance for uncollectible pledges is provided based on Management's evaluation of potential uncollectible pledges receivable at year-end. The balance of uncollectible accounts amounted to \$0, and \$14,400 at March 31, 2012 and 2011 respectively.

Discounted or Donated Goods and Services

The Organization records discounted or donated goods and services in accordance with the requirements of SFAS No. 116. The Organization values discounted or donated goods and services at their fair market values at the date of the discount or donation.

Flagstaff Shelter Services, Inc.

Notes to Financial Statements Year Ended March 31, 2012 With Comparative Totals for the Year Ended March 31, 2011

NOTE 1 -- NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Discounted or Donated Goods and Services (continued)

The fair market value of some donated goods and services is not readily available at the date of donation and as a result have not been included in the financial statements. For the years ended March 31, 2012 and 2011, the Organization recorded the following in-kind contributions:

	<u>2012</u>	<u>2011</u>
Goods	\$ 0	\$ 300
Services	32,760	6,210
Food	17,000	33,020
Use of Facilities	<u>27,852</u>	<u>27,852</u>
Total	<u>\$ 77,612</u>	<u>\$ 67,382</u>

The statements do not reflect the fair value of non-specialized contributed services provided by volunteers to the Organization, who provide significant services for program events and fundraising, because they did not meet the criteria for recognition under SFAS No. 116. For the year ended March 31, 2011, volunteers contributed at least 737 hours to the Organization. The volunteer hours for the year ended March 31, 2010 amounted to 387 hours.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles generally accepted in the United State of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Managements' Review of Subsequent Events

In the preparation of the financial statements, management's review of subsequent events were evaluated through February 21, 2013, the date the financial statements were available to issue.

Income Taxes

The Organization qualifies and tax-exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and Section 43-1201 of the Arizona Revised Statutes. Therefore, the Organization's financial statements contain no provision of liability for income taxes.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with maturities of three months or less to be cash equivalents. The Organization had only bank accounts and petty cash to be considered as cash equivalents as of March 31, 2012 and 2011.

Flagstaff Shelter Services, Inc.

Notes To Financial Statements Year Ended March 31, 2012 With Comparative Totals for the Year Ended March 31, 2011

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

Purchases of property and equipment are capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value on the date of donation. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property and equipment are depreciated using the straight-line method over the estimated useful lives of the assets, which range from five to fifteen years.

NOTE 2 – CASH

The total cash held by the Organization as of March 31, 2012 and 2011 is as follows:

	<u>2012</u>	<u>2011</u>
Cash in Bank - Checking	\$ 38,273	\$ 29,112
Cash in Bank – Capital Funds	29,367	30,402
Petty Cash	<u>.62</u>	<u>100</u>
Total	<u>\$67,702</u>	<u>\$ 59,614</u>

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment as of March 31, 2012 and 2011 consists of the following:

	<u>2012</u>	<u>2011</u>
Land	\$ 215,000	\$ 0
Building	645,000	0
Furniture and Equipment	9,325	8,822
Leasehold Improvements	<u>72,581</u>	<u>61,290</u>
Total	941,906	70,112
Less accumulated depreciation	<u>(36,034)</u>	<u>(14,041)</u>
Property and equipment, net	<u>\$ 905,872</u>	<u>\$ 56,071</u>

Depreciation expense was \$17,924 and \$5,176 at March 31, 2012 and 2011, respectively.

Flagstaff Shelter Services, Inc.

Notes To Financial Statements Year Ended March 31, 2012 With Comparative Totals for the Year Ended March 31, 2011

NOTE 4 – RESTRICTION ON NET ASSETS

As of March 31, 2012, temporarily restricted net assets in the amount of \$??? are available for spending on hotel vouchers and capital expansion. As of March 31, 2011, temporarily restricted net assets in the amount of \$20,703 was available for spending on hotel vouchers and capital expansion. There were no permanently restricted net assets as of March 31, 2012 or 2011.

NOTE 5 – CONCENTRATION RISK

The Federal Deposit Insurance Corporation insures accounts up to \$250,000 per institution for the years ended March 31, 2012 and 2011, respectively. As of March 31, 2012 and 2011, the Organization did not maintain cash balances in excess of this amount.

NOTE 6 – LEASES

During the fiscal years ending March 31, 2012, and 2011, the Organization leased a building for its temporary location on Phoenix Avenue in Flagstaff from the City of Flagstaff. Annual rental payment under the lease are \$1 per year. The fair market value attributed to the use of facilities is \$24,500 and has been properly reflected in the financial statements in accordance with generally accepted accounting principles.

In August 2012, the Organization moved into its current shelter facilities on Huntington Avenue.

NOTE 7 – RELATED PARTY TRANSACTIONS

Certain professional services are provided by members of the board and have been properly reflected in the financial statements in accordance with generally accepted accounting principles. In addition, significant pledges have been made by members of the board to the Organization.

NOTE 8 – MORTGAGE PAYABLE

With the purchase of the Huntington Avenue Shelter property, the Organization incurred a mortgage payable of \$750,000. The mortgage payable carries an interest rate of 4% and requires interest only payments which began in August 2011 for a period of three years. Commencing in July 2014, the interest rate will increase to 6% at which time a principle payment of \$250,000 is also due. The entire unpaid mortgage balance, both principle and interest is due in July 2016. However, the Organization may choose to extend the payoff beyond July 2016 for an additional two years if the mortgage is not in default. The interest rate on the mortgage would increase to 11% during this two year extension period.

Flagstaff Shelter Services, Inc.

Notes To Financial Statements
Year Ended March 31, 2012
With Comparative Totals for the Year Ended March 31, 2011

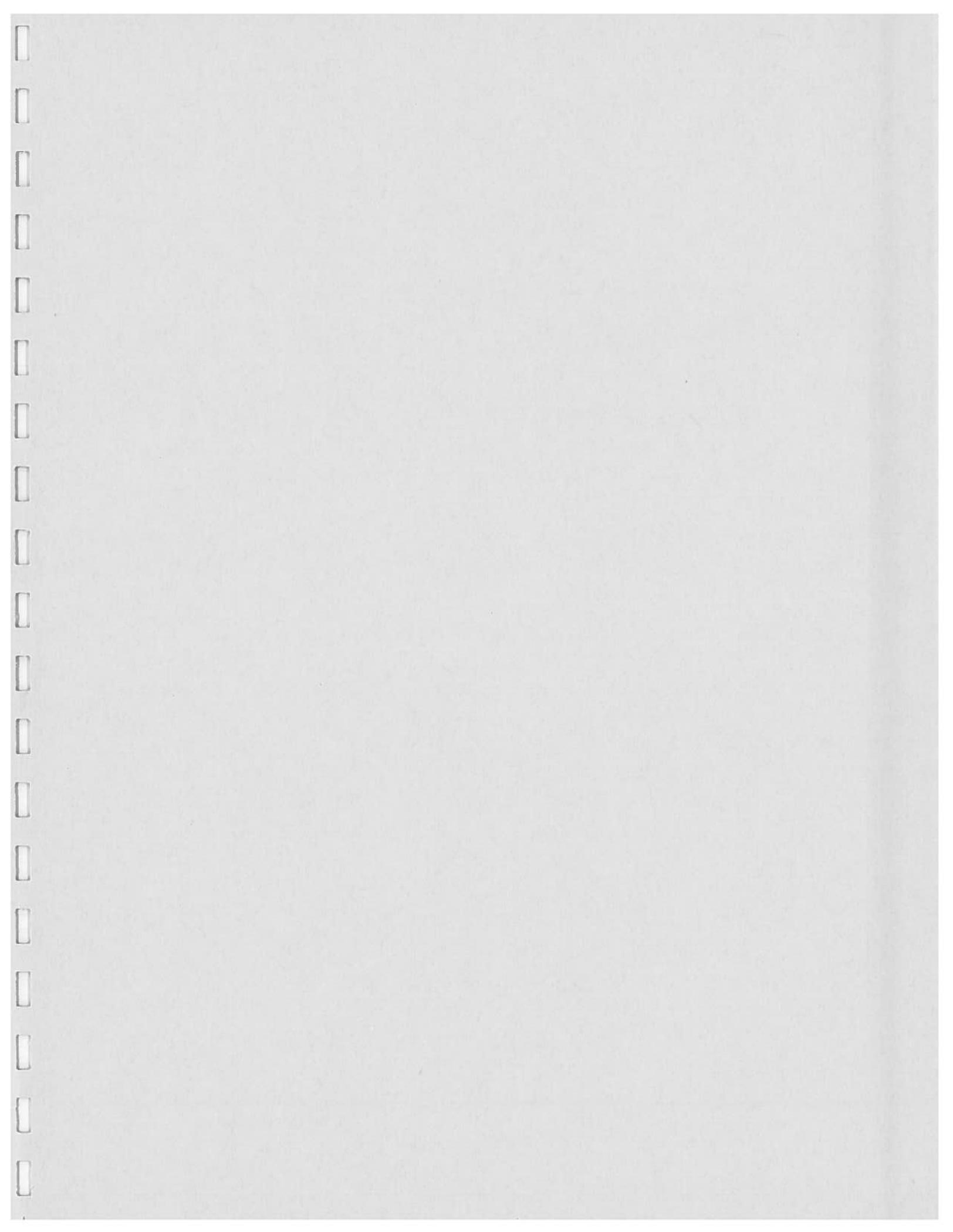
NOTE 8 – MORTGAGE PAYABLE (Continued)

Future minimum cash payments required by the mortgage for the fiscal years ending March 31 are as follows:

2013	\$ 30,000
2014	30,000
2015	280,000
2016	30,000
2017	46,667
Thereafter	<u>559,583</u>
Total	976,250
Mortgage Interest	<u>(226,250)</u>
Mortgage Payable – March 31, 2012	<u>\$750,000</u>

NOTE 9 – SUBSEQUENT EVENTS

As stated in note 6, in August 2012 the Organization began operations in their new Shelter facilities on Huntington Avenue.



**FLAGSTAFF SHELTER SERVICES
2013 GRANT SUBMISSIONS**

<u>GRANT</u>	<u>AMOUNT</u>	<u>DATE SUBMITTED</u>	<u>PURPOSE</u>	<u>EXPECTED</u>	<u>OUTCOME</u>
AHEAD	\$30,000	6/10/2013	GENERAL	Sept	\$ -
Looking out foudation	15,000	13-May	woman's	June	\$ 5,000
Phx Suns	\$5,000	13-May	woman	Oct	\$ -
Violet Young	2500	Feb-13	woman	Nov/Dec	
Flagstaff Community Found	\$20,000	18-Jun-13	GENERAL	Aug	\$ 14,000
ADOH	\$127,000	Jun-13	GENERAL	July	\$ 95,000
AZ Cardinals	\$5,000	Jul-13	Woman	Dec	
Sundt	\$1,000	13-Feb	general	July	\$ 1,500
Unisource (TEP)	\$5,000	13-Jul	day center	Oct	\$ 2,500
MAZDA Foundation	\$5,000	13-Jul	woman	Nov/Dec	
Boeing	\$7,500	13-Jul	GENERAL	Oct	\$ 5,000
Boeing invitation only	\$30,000	13-Jul	womans	oct	\$ -
BNSF - Railroad	\$7,500	13-May	GENERAL	Oct	\$ 3,500
Chris German (JP Morgan)	\$30,000	13-Oct	woman	dec	
Bess Shiva Timmons	\$10,000	13-Aug	Health Clin	Oct	
WalMart Foundation	\$1,000	13-Aug	Health Clin	dec	\$ 750
Berlin Foundation	\$5,000	13-Feb	woman	open	
Delta Dental		13-Apr	inkind	May	
John F Long Foundation	\$2,000	13-May	woman	may	\$ 2,000
Safeway Foundation	\$1,000	13-Mar	GENERAL	May	\$ 1,000
Roberts Family Foundation	\$1,000	13-Mar	GENERAL	april	\$ 1,000
Halle foundation	\$5,000	13-Feb	woman	may	\$ -
Mccormick Tankersley foun	\$5,000	13-Feb	GENERAL	april	\$ -
United Way	\$22,500		GENERAL	may	\$ 22,500
Lanelle Robson Foundation	\$5,000	13-Feb	GENERAL	rolling	
Massie Foundation	\$1,000	13-Feb	GENERAL	rolling	
Lee Foundation	\$1,000	13-Apr	GENERAL	Sept	\$ 1,000
Williams-Malone foundatio	\$3,000	13-Feb	GENERAL	rolling	
Moreno Family Foundation	\$2,000	13-Feb	GENERAL	rolling	
Laizure Foudatiom	\$3,000	13-Feb	GENERAL	rolling	
Solheim Foundation	\$20,000	13-Feb	GENERAL	rolling	
Morris Foundation	\$5,000	13-Feb	GENERAL	rolling	
Moller Foundation	\$2,000	13-Feb	GENERAL	rolling	
Gardner Family Foundation	\$2,000	13-Feb	GENERAL	rolling	
Winifred Stevens Foundatio	\$10,000	13-Feb	GENERAL	rolling	
Levine Foundation	\$5,000	13-Feb	GENERAL	rolling	
<u>Berlin Foundation</u>	<u>\$5,000</u>	<u>13-Feb</u>	<u>GENERAL</u>	<u>rolling</u>	<u>\$ -</u>
	\$407,000				\$ 154,750

Board Members 2013 Flagstaff Shelter Services

Lori Barlow
Board Chair and Interim ED

Matt Mansfield
Freeman Law PLLC
Vice Chair

Darlene Burden
CPA, Hopi Telecommunications
Treasurer

Phebe Paine
Dallas Real Estate
Outgoing Board Chair

Christopher Keeler
QC Office Sales Manager

Lt. Frank Higgins
Flagstaff Police Department

Keith Sherman
National Bank

Leo Begay

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Mark Sawyers, Current Planning Manager
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Consideration and Approval of Agreement: With True Life Companies (TLC) D.B.A. Pine Canyon regarding a modification of an existing zoning condition and disposition of fees.

RECOMMENDED ACTION:

Approve the Agreement between TLC PC Infrastructure, LLC and the City of Flagstaff and authorize the Mayor to sign the Agreement and any other necessary and appropriate documents; authorize staff to take other actions as needed to further Council direction.

Policy Decision or Reason for Action:

In late 2012, the new owners of Pine Canyon (TLC Partners) requested a change to a general condition related to Ordinance 2000-11 that states "all private roads within the Development remain open to the public and never gated." The agreement commits staff support to amend the rezoning ordinance to modify the gated provision during night time. The zoning amendment process must be proposed to the Planning and Zoning Commission and City Council through a public hearing process. The agreement commits the parties to the following:

The Agreement commits the City to erect and maintain a directional sign at the intersection of Lake Mary Road and John Wesley Powell.

The Agreement extends the developers transportation improvement contribution of \$1,855.55 per lot for 10 years within Pine Canyon. The funds will be utilized by the City for current or future transportation improvement associated with Pine Canyon. To date the City has collected approximately \$800,000.00

The Agreement returns the Regional Park Funds the City collected (approximately \$130,000) to TLC Partners from the previous expired Development Agreement with Pine Canyon per the terms in the original development agreement. These funds were to be used on a new regional park to be located on Forest Service property at Lake Mary and John Wesley Powell Blvd that was connected to the Ruskin land trade which was not approved by Congress.

If the Council approves this Agreement, TLC will file an application to amend the zoning condition, in an effort to modify general condition 8 of Ordinance 2000-11.

Financial Impact:

This agreement will collect \$1,855.55, per lot, for 10 years for transportation improvement associated with Pine Canyon. The City will return approximately \$130,000 in funds collected for the Regional Park from the previous expired Development Agreement.

Connection to Council Goal:

11. Effective Governance

Has There Been Previous Council Decision on This:

This Council has not taken any previous action concerning the contract issues.

Options and Alternatives:

1. Adopt the agreement as presented.
2. Comply with the only remaining previous term of the Development Agreement as written. This would require the TLC to perform a revised transportation impact analysis to address any measurable impacts created by the development utilizing the transportation collected to date. All Regional Park Recreation Fees would need to be reimbursed to the developer.
3. Modify the agreement.

Community Involvement:

No community involvement is needed for this contract. Public hearings will be conducted with the zoning amendment application

Attachments: [2013 Pine Canyon Agreement](#)
 [Pine Canyon Development Agreement](#)

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 16th day of September, 2013 by and between: (i) the CITY OF FLAGSTAFF, an Arizona municipal corporation ("City"); and (ii) TLC PC INFRASTRUCTURE, L.L.C., an Arizona limited liability company ("TLC Infrastructure"), and TLC PC DEVELOPERS, LLC, an Arizona limited liability company ("TLC Developers"). TLC Infrastructure and TLC Developers are referred to collectively in this Agreement as "TLC," and the City and TLC are referred to collectively in this Agreement as the "Parties."

RECITALS

A. On June 5, 2000, the City Council of the City ("Council") adopted Ordinance No. 2000-11 ("Ordinance"), rezoning that certain real property then known as "Fairway Peaks," and now known as "Pine Canyon" ("Pine Canyon"), subject to the conditions set forth in the Ordinance. General Condition 8 of the Ordinance ("GC 8") provided that "all private roads within the Development remain open to the public and never be gated." The Ordinance was recorded on July 17, 2000, as Instrument No. 3056859 in the Official Records of Coconino County, Arizona ("County").

B. The City, Vanderbilt Farms, L.L.C., an Arizona limited liability company ("Original Developer"), and San Francisco Peaks Associates, LP, an Arizona limited partnership ("Original Owner"), then entered into the Development Agreement for Fairway Peaks dated September 5, 2000, and recorded on September 8, 2000, as Instrument No. 3063582 in the Official Records of the County, as amended by the Amendment to Development Agreement dated January 30, 2007, and recorded on January 31, 2007 as Instrument No. 3423547 in the Official Records of Coconino County (collectively, "Development Agreement").

C. On November 18, 2002, Lone Tree Investment Holdings, LLC, an Arizona limited liability company ("Original Beneficiary") established Trust No. B178 under the governing Trust Agreement dated as of November 18, 2002, as amended, administered by Fidelity National Title Insurance Company, as Trustee ("Trust").

D. Section 9(m) of the Development Agreement provided, among other things, for the collection and disbursement of Original Developer's "fair share contribution" to the construction of the Lone Tree and I-40 Interchange or, in the alternative, to the completion of a revised traffic impact analysis and mitigation of all measurable impacts, if any, created by the Pine Canyon development. Section 9(k) of the Development Agreement provided, among other things, for the collection and disbursement of Original Developer's regional park contributions. The Trust, among other things, provided for the collection and disbursement of Original Developer's obligations under Sections 9(k) and 9(m) of the Development Agreement.

E. The Development Agreement expired by its terms on or about September 8, 2010.

F. TLC Infrastructure is the successor in interest to Original Developer and Original Owner with respect to all existing and future roadways and associated access, utility and drainage easements and tracts located within Pine Canyon. TLC Developers is the successor to Original Beneficiary as “Beneficiary” under the Trust.

G. TLC and the City have entered into this Agreement in order to: (i) establish a mechanism that replaces Section 9(m) of the Development Agreement in order to provide for the collection and disbursement of Pine Canyon’s “fair share contribution” to current or future transportation infrastructure improvements associated with Pine Canyon’s impact on the regional transportation system; (ii) amend GC 8 in order to allow for the placement and operation of access control gates, with an associated keypad security; and (iii) evidence certain other related agreements between TLC and the City.

IN CONSIDERATION OF the mutual representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are true and correct and are incorporated in this Agreement.

2. **Amendment to Ordinance No. 2000-11.** City Staff agrees to support TLC’s application to amend GC 8 (“GC 8 Amendment”) for the limited purpose of permitting TLC Infrastructure to install, operate and maintain access control gates, with associated keypad security, at all points of public vehicular entry into Pine Canyon (collectively, “Access Gates”); provided, however the designated main site Access Gate will only be closed to public vehicular entry between the hours of 8:00 p.m. and 6:00 a.m. from May 1st to September 30th, and between the hours of 6:00 p.m. and 6:00 a.m. from October 1st to April 30th. All Access Gates shall be equipped with a means of opening the gate by fire and police department personnel for emergency access. The Flagstaff Fire Department shall approve emergency opening devices. TLC Infrastructure acknowledges the City desires to solicit public input regarding the Access Gates and will process the GC 8 Amendment as if it constituted a rezoning of the property upon which the Access Gates will be located and that the City will require, among other things, advertisement and notification of affected property owners otherwise consistent with the rezoning requirements set forth in the City’s 2011 Zoning Code (“2011 Zoning Code”). TLC Infrastructure further acknowledges the GC 8 Amendment will be subject to Council approval. The GC 8 Amendment will require that: (i) the Access Gates be located outside of the public rights-of-way and at the minimum setback distance required by the applicable zoning designation; (ii) TLC Infrastructure shall be responsible for the installation and maintenance of the Access Gates; and (iii) the Access Gates will not impair pedestrian passage. TLC Infrastructure will work with affected landowners to determine appropriate locations for the Access Gates. In connection with submitting the GC 8 Amendment for Council approval, TLC Infrastructure will pay all applicable fees

and otherwise comply with the City's municipal requirements; provided, however: (y) neither TLC Infrastructure nor any affiliate of TLC Infrastructure will be required to obtain any resource reports or impact studies as result of the GC 8 Amendment; and (z) other than the limited amendment to GC 8 permitting the installation, operation and maintenance of the Access Gates, no aspect of Pine Canyon's current zoning or entitlement will be impacted, amended or modified.

3. **Signage.** The City shall erect and maintain a directional sign within the City's right-of-way at the intersection of Lake Mary Road and John Wesley Powell Boulevard ("**Directional Sign**"). The Directional Sign shall indicate to the travelling public the entrance to Pine Canyon and shall conform to the standards for location, size, shape, material, color and design set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways. The City agrees that it shall be its sole responsibility to obtain all required governmental approvals, if any, in connection with the erection of the Directional Sign.

4. **Transportation Infrastructure Improvement Funds.**

a. ***Existing Escrow Funds.*** Within five (5) business days following the Effective Date, TLC Developers will cause all funds currently held in the Escrow Account pursuant to Section 9(m) of the Development Agreement, together with any accrued interest (collectively, "**Existing Transportation Funds**"), to be transferred from the Escrow Account to the City for the funding of current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system. For purposes of this Agreement, "**Escrow Account**" shall have the same meaning and definition as set forth in Section 9(k) of the Development Agreement.

b. ***Future Payment Obligation.*** TLC further agrees, for a period of ten years from the Effective Date of this Agreement, to pay the City the sum of \$1,855.55 for each Lot in Pine Canyon owned by TLC as of the Effective Date (as defined below), with each payment being made on a Lot-by-Lot basis, as a condition precedent to the issuance of a final certificate of occupancy (collectively, "**Future Transportation Funds**"). The Future Transportation Funds shall constitute a lien in the amount of \$1,855.55 against each respective Lot until paid. These funds will be used solely for the funding of current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system. For purposes of this Agreement, "Pine Canyon" shall have the same meaning as "Project" in the Development Agreement, and "Lot" shall have the same meaning as in the Development Agreement.

c. ***Obligations Fully Satisfied.*** The City acknowledges and agrees that TLC (and its affiliates) are released from and are no longer obligated to perform or fulfill those duties and acts set forth in the Development Agreement (including, without limitation, Sections 9(k) and 9(m) of the Development Agreement). The City further acknowledges and agrees that payment of the Existing Transportation Funds and the Future Transportation Funds satisfies, in full, any obligation relating to current or future transportation infrastructure improvements arising from Pine Canyon's impact on the

regional transportation system. Upon payment of the Existing Transportation Funds to the City, the City waives and relinquishes any claim to, or rights in or under, either the Escrow Account or the Trust.

5. **Regional Park Funds.** All funds currently held in the Escrow Account pursuant to Section 9(k) of the Development Agreement, together with any accrued interest, shall be transferred from the Escrow Account to TLC Developers.

6. **Effective Date.** TLC will execute and deliver this Agreement to the City for the purpose of obtaining Council approval. This Agreement, however, will only become effective, and TLC will only be bound, upon Council's final approval of the GC 8 Amendment and City's execution of this Agreement ("Effective Date"). If final Council approval does not occur on or before February 28, 2014, TLC's execution and delivery of this Agreement will be null and void.

7. **Notices.** Any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed given (a) upon personal delivery or (b) forty-eight (48) hours from deposit of such notice in the United States mail, postage prepaid.

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To TLC:

AVG Service Corporation
8777 N. Gainey Center Dr. #191
Scottsdale, Arizona 85258

and

Russ Schaeffer
Chief Operating Officer
The TLC Companies
2555 E. Camelback Rd. #770
Phoenix, Arizona 85016

8. **Representation and Warranties by the City.**

a. The City has the full right, power, and authorization from its City Council to enter into and perform this Agreement and each of the City's obligations, representations, covenants and undertakings under this Agreement. The City's execution,

delivery and performance of this Agreement has been duly authorized and agreed to in compliance with the requirements of the Flagstaff City Charter, the Flagstaff City Code and all applicable State and Federal law.

b. All consents and approval necessary to the execution, delivery and performance of this Agreement have been obtained, and the City will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement.

c. The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement.

9. **Representations and Warranties by TLC.**

a. TLC has the full right, power and authorization to enter into and perform this Agreement, and TLC's execution, delivery and performance of this Agreement has been duly authorized and agreed to in accordance with its organization documents, and upon this Agreement's Effective Date, it shall be binding and enforceable against TLC.

b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and TLC will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement.

c. TLC knows of no litigation, proceedings, investigation or threat of any of the same contesting the powers of TLC or its officials with respect to this Agreement.

d. The execution, delivery and performance of this Agreement by TLC is not prohibited by, and does not conflict with, any other agreements, laws, instruments or judgments to which TLC is a party or is otherwise subject.

e. TLC has been assisted by counsel of its own choosing, and has had the opportunity to discuss this Agreement and its consequences with its chosen legal counsel.

10. **General Provisions.**

a. This Agreement shall not be altered, modified or amended except by written agreement signed by the Parties.

b. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Arizona.

c. The City and TLC have had an opportunity to participate in the drafting of this Agreement, and no term or provision of this Agreement shall be construed against either party by virtue of its drafting the Agreement.

d. This Agreement is subject to, and may be terminated by, the City in accordance with the provisions of A.R.S. § 38-511, Arizona's conflict of interest statute.

e. This Agreement constitutes the entire agreement between the Parties. The City and TLC each acknowledge that they have not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

f. Should any litigation be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of TLC or the City under this Agreement, the prevailing party or parties in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to payment of all of its costs, expenses (including, but not limited to, expert fees), and reasonable attorneys' fees incurred in connection with the dispute.

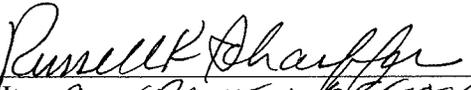
11. **Future Cooperation.** Each Party to this Agreement will reasonably cooperate and in good faith and diligently perform any further acts, deeds and things and execute and deliver any documents that may from time to time be reasonably necessary or otherwise reasonably required to consummate, evidence, confirm and/or carry out the intent and provisions of this Agreement, all without undue delay or expense and without further consideration.

12. **Effective Date.** This Agreement shall be deemed to be effective and fully enforceable as of the date of its approval by the Flagstaff City Council (the "Effective Date").

EXECUTED as of the Effective Date, by:

TLC PC INFRASTRUCTURE, L.L.C
an Arizona limited liability company

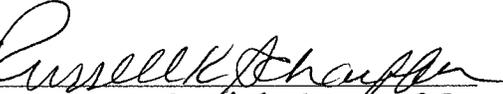
CITY OF FLAGSTAFF, an
Arizona municipal corporation

By: 
Its: CHIEF OPERATING OFFICER

Mayor

TLC PC DEVELOPERS, LLC, an Arizona
limited liability company

ATTEST:

By: 
Its: CHIEF OPERATING OFFICER

City Clerk

APPROVED AS TO FORM:

City Attorney



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DEVELOPMENT AGREEMENT

FOR

FAIRWAY PEAKS

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EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Concept Plan
Exhibit "C"	USDA Forest Service Decision of No Significant Impact
Exhibit "D"	Reclaimed Wastewater Agreement
Exhibit "E"	Location of Proposed Regional Park
Exhibit "F"	Developer's Affordable Prices
Exhibit "G"	Affordable Housing Reference Schedules
Exhibit "H"	Legal Description of Affordable Property
Exhibit "I"	Avigation Easement Agreement
Exhibit "J"	Conceptual Development Phasing Schedule



DEVELOPMENT AGREEMENT

~~July~~^{September} This Development Agreement (the "Agreement") is made as of the 5th day of ~~July~~, 2000, by and between the CITY OF FLAGSTAFF, an Arizona municipal corporation organized and existing under the laws of the State of Arizona, (the "City") and VANDERBILT FARMS, L.L.C., an Arizona limited liability company and/or nominee, (the "Developer"), and SAN FRANCISCO PEAKS ASSOCIATES, LP., an Arizona limited partnership, the owner of that certain portion of the property depicted on **Exhibit H** attached hereto (the "Owner").

RECITALS

A. The Developer is the owner of certain real property located within the incorporated boundaries of Flagstaff. This real property is depicted and legally described in **Exhibit A**, a copy of which is attached hereto and incorporated herein by reference.

B. Owner is the current owner of certain real property located within the incorporated boundaries of Flagstaff. This real property is depicted and legally described in **Exhibit H**, a copy of which is attached hereto and incorporated herein by reference. The Owner and Developer have entered into an agreement whereby the Developer will purchase the Owner's property. For purposes of this Agreement, the property described in Recitals A and B shall be collectively referred to as the "Property".

C. Developer and Owner agree that Owner will be bound by the terms and conditions of the Development Agreement, the Avigation Easement Agreement (**Exhibit D**), and the Reclaimed Wastewater Agreement (**Exhibit D**), even though Owner is not a signatory to the Avigation Easement Agreement or the Reclaimed Wastewater Agreement, for as long as Owner retains title to that portion of the Property which it currently owns (**Exhibit H**). Once the Owner conveys its portion of the Property (**Exhibit H**) and title is transferred to the Developer, Owner will have no further involvement or obligation, legal or otherwise, pursuant to this Development Agreement, the Avigation Easement Agreement, or the Reclaimed Wastewater Agreement.

D. It is the desire and intention of the Developer to develop the Property subject to the planning and regulation of the City pursuant to all applicable laws, regulations, ordinances and resolutions described herein and pursuant to this Agreement (the "Project").

E. The Developer and the City desire to enter into this Agreement in order to, among other things, facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density, and intensity of such land uses, site and architectural design, and other matters relating to the development of the Property as depicted in the concept plan (the "Concept Plan") for Fairway Peaks as may be approved by the City's Planning and Zoning Commission and the City Council. A copy of the Concept Plan is attached hereto as **Exhibit B**.



F. The Developer and the City acknowledge that the ultimate development of the Property within and as an integral part of the City is a project of significance that the Developer desires assurances from the City of the City's willingness to proceed with a rezoning request for the Property.

G. The City believes that the development of the Property pursuant to this Agreement will be beneficial to the City. The Developer believes that the development of the Property pursuant to this Agreement is beneficial and advantageous to the Developer.

H. The Developer and the City understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of Arizona Revised Statutes Sec. 9-500.05 (pertaining to development agreements) to establish the terms, conditions, and requirements for the development of the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto state, confirm and agree as follows:

AGREEMENT

I. Implementation of Concept Plan through Rezoning. The Developer will submit an application to rezone the Property in accordance with the Concept Plan as attached per **Exhibit B**. The rezoning is intended to implement and facilitate the development proposal of the Property described in the Concept Plan. The parties hereto acknowledge that certain stipulations (the "Stipulations") are likely to be required in connection with the rezoning. The purpose of the Stipulations is to provide for, among other things, adequate access and circulation, drainage, wastewater and water infrastructure facilities, resource protection, density, affordable housing, active and passive recreation, pedestrian circulation, as well as other factors required by the City's policies, codes and ordinances. In the event a conflict exists between the language set forth in one or more of the Stipulations and the terms of this Agreement, the terms of this Agreement shall govern. The City agrees to process said application to rezone the Property and, subject to the outcome of the rezoning hearings as required by A.R.S. Sec. 9-462.04, will assist the Developer in meeting the necessary requirements to implement the Concept Plan. In the event that the City approves the application to rezone the Property, and upon receipt of site, engineering and building, and safety plans for the Property (the "Plans"), the City agrees to process the Plans in accordance with Arizona law and all City codes and ordinances. In the event the City rezones the Property and the Developer either fails to obtain a site plan, final plat or grading permit within two (2) years from the effective date of the rezoning ordinance or fails to obtain an extension from the two (2) year deadline from the Planning and Zoning Commission, the City Council, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative action to extend, remove



or determine compliance with the schedule for development or take legislative action to cause the Property to revert to its former zoning classification. Upon the City Council's approval of the zoning reversion, this Agreement shall automatically become null and void and neither party shall have any further obligation to the other hereunder. Notwithstanding the foregoing, the City and Developer agree that Developer may apply for an extension of such two-year period by providing to the City and the Planning and Zoning Commission a request for extension, along with a progress report and revised schedule of development, within sixty (60) days prior to the expiration of the such two-year period.

2. **Conditions of Development.** In the event the City approves the rezoning contemplated in Section 1 of this Agreement, the City's Community Development Department shall place a notation on the official zoning maps for the Property to reflect the zoning district classification and boundaries approved in the rezoning. These maps may include appropriate indications that said zoning district is conditional and that the district will not be vested on the zoning map until the Stipulations for the development of the Property or portions thereof are satisfied, as provided for herein. The satisfaction of the Stipulations for a portion or portions of the Property shall not entitle the Developer to develop any other portion of the Property for which the requirements of the Stipulations have not been met.

3. **Site Layout and Design Considerations.** The City acknowledges that the Concept Plan inclusive of the provisions contained herein with associated elevations meet the following site layout and design considerations.

(a) The Concept Plan will reflect and be accompanied by a Development Master Plan for the area around the Property which will, among other items, address development potential of parcels around the Property, provisions for access to allow the orderly development of those parcels, and infrastructure master planning for utility service and transportation for the area.

(b) The Concept Plan shall follow all applicable City ordinances, rules, guidelines and official policies, and meet the requirements of this Agreement and the Stipulations;

(c) Site design will be derived from an analysis of existing resources and constraints on the site, including slopes and forested areas. Development on the site shall be designed to work with and minimize disruption to resources, and be considerate of higher quality forest resources;

(d) Street width for private internal streets will be determined based on function and anticipated traffic volumes, but in all cases should be reduced to the greatest extent possible. Street sections should incorporate the concept of "shared" street space for travel, parking, bike lanes, and other transportation purposes insofar as this is consistent with safe operation;



(e) The development of the multi-family dwelling units (condominiums) and affordable housing units shall conform substantially to the individual conceptual site plans and elevations that were reviewed and approved by the City Council, and which are filed within the Community Development Department.

4. **Modifications of Development Standards.** Development of the Property shall be governed by the City's ordinances, rules, guidelines and official policies controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement; provided, however, that Developer obtains construction permits for one or more components of the Project within three (3) years following the effective date of this Agreement. If Developer fails to obtain final plat approval on the first phase within this three (3) year period, then development of the Project shall be subject to the City's ordinances, rules, guidelines, and official policies in effect at the time Developer applies for construction permits for the Project.

The parties acknowledge that the terms of this Agreement in no way limit the City's authority to apply development impact fees at such later date such impact fees are adopted and applicable. Such future fees will not be due by Developer until three (3) years after the date of this Agreement. The City will credit the Developer's verifiable costs of all infrastructure and capital improvements required by the City to offset impacts to the community against any future impact fees assessed to the Developer for like kind infrastructure and capital improvements. The City also retains the authority to administer design review as may be adopted as a City-wide process in the future if the Developer proposes changes to the building elevations as proposed in this Agreement.

5. **Changes to the Rezoning.** For the term of this Agreement, the City shall not initiate any changes or modifications to the zoning districts that may be approved for the Property pursuant to this Agreement, except at the request of the Developer of that portion of the Property for which such zoning change is sought or as otherwise allowed pursuant to Section 1.

6. **Guiding Principals.** Because of the physical characteristics of the Property, as well as the special circumstances giving rise to this Agreement, the parties acknowledge that development activities for the Property may extend over several years. Conceivably, many of the requirements and procedures provided for in this Agreement (and in the Stipulations) contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed. As such, the parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law.



7. **Project Description.** The Project contemplated by this Agreement and as illustrated in the Concept Plan shall consist of residential development of no more than 1,170 dwelling units, consisting of 210 multi-family units; a minimum of 125 affordable housing units, 311 estate townhouses, and 524 estate home sites; approximately 23,550 square feet of private club house and recreational facilities; two acres of land dedicated for parking and a staging area for the FUTS; approximately 12,000 square feet in buildings used for maintenance and storage facilities; approximately 220 acres to an 18-hole private golf course with accessory facilities; all located on approximately 660 acres.

8. **Golf Course, Club House, and Practice Area.** An 18-hole golf course is to be constructed. The golf course and practice area will be designed and constructed in areas where there are no trees or where trees have been previously cleared and in some areas that will require tree removal, with homes and other structures to be built in the forested areas surrounding the golf course. Water for both the golf course and practice area will be through the use of reclaimed water, with all reclaimed water to be connected to lakes on the property for onsite storage. The reclaimed water line, more specifically described herein, shall include a pedestrian easement, which pedestrian easement will be obtained through the joint efforts of both the Developer and the City. The club house anticipated to be constructed will contain, at a minimum, a dining room, cocktail lounge, pro shop, equipment rental, office space for administrative personnel, locker rooms, and golf cart storage.

9. **Construction of Public and Other Related Improvements; Dedication of Public Rights-of-way and Easements.** Prior to final plat approval for any component of the Project, Developer shall provide security in a form satisfactory to the City as set forth in the City's Public Improvements Ordinance that public and other related improvements will be constructed in accordance with approved plans. Developer shall at its expense, construct or cause to be constructed all public improvements as required by the City's code or ordinances and in accordance with approved specifications. Following construction of the described public improvements and dedication of same to the City, the City shall assume, at its expense, the maintenance and repairs of all public improvements in accordance with City policies.

Specifically, the scope and nature of the on-site and off-site rights-of-way and other infrastructure improvements to be constructed in connection with the Project are as follows:

(a) **Private Streets.** The Developer will install street improvements for each unit of the Project. All interior private streets and easements will be governed by the homeowners through a Homeowner's Association, which will assume the expense for any and all maintenance and repairs, including snow plowing and ice removal.



(b) **Public Roads.**

(1) Developer will provide a minimum five foot (5') parkway between the sidewalk/FUTS and the back of the curb on all public roads. The sidewalks and FUTS will be placed so that they meander.

(2) The typical section for John Wesley Powell Boulevard (hereinafter "JWP") from Lake Mary Road to the subdivision boundary will be a divided roadway (2-18' back-of-curb to edge of pavement sections) separated by a sixteen foot (16') median/twelve foot (12') turn lane. The north side of the roadway shall include a ten foot (10') paved FUTS. The Developer must also construct right and left turn lanes at intersections.

(3) The typical section of JWP through the Project subdivision must be a divided roadway (2-20' back-of-curb to back-of-curb sections [11' lane and 5' bike lane]) separated by a sixteen foot (16') median/twelve foot (12') turn lane. West of the Old Lone Tree Road the south side of the roadway must have a five foot (5') sidewalk, and the north side must have a ten foot (10') paved FUTS. East of the Old Lone Tree Road, the north side of the roadway must have a five foot (5') sidewalk, and the south side must have a ten foot (10') FUTS. A pedestrian underpass (14' x 9' minimum) must be constructed at the intersection of Lone Tree Road and JWP to connect to the FUTS, if this should be the best alternative determined by staff. The Developer must also construct right and left turn lanes at intersections.

(4) The typical section for the Old Lone Tree Road within the Project subdivision boundary will be a Type IV-A, thirty-seven foot (37') back-of-curb to back-of-curb (2-12.5' lanes with 2-4' bike lanes), five foot (5') sidewalk on the west side and a ten foot (10') paved FUTS on the east side.

(5) The typical section for Old Lone Tree Road outside the Project subdivision boundary will be thirty-two feet (32') wide from edge of pavement to edge of pavement (2-12.5' lanes with 2-4' bike lanes) and a ten foot (10') paved FUTS on the east side.

Landscaping for the medians will consist of small conifers and native greenery that is removed from the development site during construction, and specifically during construction of the proposed golf course. The City will supply water through the reclaimed water system as described herein. An easement across Forest Service land necessary for construction of JWP has been obtained as evidenced by the "Decision of Notice/Finding of no Significant Impact" issued by the Forest Service and attached hereto as **Exhibit C**. If the transplanted landscaping is not successful, the Developer will be required to landscape the medians to a 0.3 opacity, as defined in the Land Development Code.

(c) **Secondary Access.** The Developer will build a secondary access through the development as shown on the Concept Plan. Developer agrees that this



secondary access will be constructed pursuant to City of Flagstaff design specifications for such roadways. Developer agrees that it will not transport combustible materials into the Property until such time that a temporary secondary means of access is established to the Property and meets the following criteria.

(1) The temporary access (roadway) will meet minimum width standards of at least 20 feet.

(2) The temporary access (roadway) will be comprised of the necessary all-weather compaction and material to withstand the weight of a 67,000 pound fire truck.

(3) The temporary accesses will be provided pursuant to the City of Flagstaff Fire Department standards. All temporary accesses will remain temporary until improved as set forth herein.

(d) **Reclaimed Water System.** Developer shall, subject to the Reclaimed Wastewater Agreement with the City, a copy of which is attached to this Agreement as **Exhibit D**, extend a 16" main from the 20" main at the intersection of Woodland Drive and Lone Tree Road, south on Lone Tree Road to the proposed intersection of JWP. From this point a 12" main shall be extended to the main golf course lake and another 12" main shall be extended to the regional park site. The reclaimed water system shall conform to the Reclaimed Water Impact Analysis completed by the City of Flagstaff.

(e) **Water System.** The Developer shall extend a 20" water transmission main within the alignment of JWP from Lake Mary Road to the eastern boundary of Section 27, T21N, R7E. The Developer shall also realign the existing 27" transmission main within the Project subdivision boundary. The realigned segment of this main must be replaced with a 30" pipe running north along the western boundary line of Section 16 to JWP, then northeasterly within JWP to the point where the 27" main crosses the road. The Developer must connect to the 30" and 20" water mains with a 16" waterline, which loops internally through the Project and from which various 10" and 8" water lines branch off. The water system must conform to the Fairway Peaks Golf Course Community Water and Sewer Impact Analysis produced by the City's Utilities Department and bearing an engineering seal and date of January 29, 2000 ("Water Impact Analysis").

(f) **Waste Water Collection System.**

All on-site gravity wastewater system lines shall be constructed in accordance with the City of Flagstaff Engineering Standards. Upon completion of construction and approval by the City, the Developer shall dedicate the on-site gravity wastewater system lines to the City, and the City shall assume, at its expense, the maintenance and repairs thereof. The lift stations and all pressure sewer lines shall be the sole responsibility of the Developer and/or the Homeowners Association. The



wastewater system shall conform to the Wastewater Impact Analysis completed by the City.

(g) **Pneumatic System (Pressure Sewer System).**

The pneumatic system shall comply with the Sewer Impact Analysis.

(h) **FUTS Easement Dedication and Public Park Improvements.**

As part of the development of the Project Property and to facilitate the expansion of the Flagstaff Urban Trail System (referred to herein as "FUTS"), the Developer agrees to dedicate a sixteen foot (16') wide FUTS public pedestrian easement and construct the trail system in the configuration and dimensions as depicted in the Concept Plan prior to completion of Phase IV, the fourth phase of the subdivision. The FUTS easement and trail construction will be in accordance with existing guidelines currently in place. Developer will construct a solid fence and landscaped buffer to screen the FUTS from the maintenance facility. The path within the FUTS easement will be ten feet (10') wide. Furthermore, the Developer shall construct a paved FUTS staging area and parking lot containing a minimum of twelve parking spaces prior to completion of JWP along the frontage of the subject site in the location depicted in the Concept Plan.

(i) **Avigation Easement.** Developer acknowledges that the property is within the Pulliam Airport corridor for airplane flights. As such, Developer will grant an avigation easement over the entire project for use of the Airport for airplane travel in the form set forth in **Exhibit I** attached hereto

(j) **Ingress/Egress.** Ingress and egress to and from the Project must be designed to meet Fire Department standards as previously approved by the Fire Department.

(k) **Regional Park.** The Developer acknowledges that the proposed Regional Park, as shown on the City's master plan, will be affected by this Project. The Developer agrees to contribute the sum of \$285.00 per lot, parcel or dwelling unit (collectively "Lot") to be paid upon the sale of each Lot in the Project development, which sum shall constitute a lien against each respective Lot until paid, for a total of up to \$333,450.00, to the City of Flagstaff Parks and Recreation Division to be used for construction of the Regional Park as described on **Exhibit E**.

City and Developer further agree that as part of this Agreement, the funds paid to City by the Developer for construction of the Regional Park will be deposited into an interest bearing escrow account ("Escrow Account") by the Developer in accordance with established City procedures. The City shall withdraw funds, including principal and interest, from the Escrow Account, from time to time, as may be needed for construction of the Regional Park. The Developer shall bear the cost of any escrow fees with respect to the Escrow Account. Such funds, including all interest, shall be reimbursed to Developer from the Escrow Account if the Regional Park has not been constructed or scheduled for construction in a City 5-year capital improvement program by the City



within ten (10) years from the effective date of this Agreement. If for any reason the Regional Park is not constructed within five (5) years after being included in a City capital improvement program, and provided the ten (10) years as set forth above has expired, then and in that event all funds, including all interest, shall be reimbursed to Developer from the Escrow Account. Those funds will be designated as Developer's fair share contribution towards construction of the Regional Park.

(l) **Public Streets.** The Developer acknowledges that an essential nexus exists between the City's policy requiring development to pay for the costs or to construct improvements directly associated with the impact of the development on the City's street transportation system, and the City's need to maintain an acceptable level of service on its surface streets and at its intersections. Developer further acknowledges that a rough proportionality exists between the City's requirement for certain street and intersection improvements located downstream from the proposed development and the impact said development would have on those certain streets and intersections.

(m) **Lone Tree Interchange.** The Developer agrees to contribute the sum of \$1,855.55 per Lot to the City upon the sale of each Lot in the Project development, which sum shall constitute a lien against each respective Lot until paid, for a total of \$2,171,000.00, to be used for the construction of the Lone Tree/I-40 Interchange (the "Interchange"). The Developer will deposit the funds to be paid to the City by the Developer for construction of the Interchange into the interest bearing Escrow Account referenced above in Section 9(k). These funds will be designated as Developer's fair share contribution towards construction of the Interchange. As with the funds deposited by the Developer into the Escrow Account for the construction of the Regional Park, the City shall withdraw funds, including principal and interest, from the Escrow Account, from time to time, as may be needed for construction of the Interchange, or as the case may be, for construction of other impact mitigations described below in this Section 9(m).

The City and the Developer further agree that if the Interchange has neither been constructed by the Arizona Department of Transportation ("ADOT") nor approved through an ADOT Improvement Plan within fifteen (15) years from the effective date of this Agreement, the Developer shall be required, at its expense, to provide the City with a revised traffic impact analysis ("TIA") which addresses measurable impacts, if any, resulting from the Project development. The Developer's obligations to provide the revised TIA shall be required within six (6) months of the fifteenth (15th) year from the effective date of this Agreement. The above language notwithstanding, if at any time during said fifteen (15) year period the City determines that the Interchange will not likely be constructed, the City may require the Developer, at the Developer's expense, to provide the City with a revised TIA which addresses measurable impacts, if any, resulting from the Project development, other than impacts which would, otherwise, be addressed by construction of the Interchange. The City, in consultation with the Developer, shall determine the scope of the revised TIA and the measurable impacts, if any. Mitigation of all measurable impacts, if any, created by the Project development as a result of the failure of the Interchange to be constructed will be



calculated and be paid from the funds contributed to the City by Developer for construction of the Interchange and deposited by the Developer into the Escrow Account.

The City and the Developer further agree that if the Interchange has neither been constructed by ADOT nor approved through an ADOT Improvement Plan with fifteen (15) years from the effective date of this Agreement, and to the extent that any funds remain after mitigation of any other measurable impacts identified in the TIA, then and in that event, any remaining funds for construction of the Interchange, including interest, shall be reimbursed to the Developer from the Escrow Account.

(n) **Subdivision Trust.** In order to guarantee payment of Developer's fair share of costs to the Parks and Recreation Department for the Regional Park, and Developer's fair share contribution of the Lone Tree/I-40 Interchange, Developer will establish a Subdivision Trust with a title company of its choosing. Upon the sale and close of escrow of each lot within the development, the property will not be transferred to the buyer through the recording of a deed or otherwise until such time as all funds are paid to the appropriate department within the City of Flagstaff representing payment of Developer's fair share costs for the construction and improvements as set forth herein.

(o) **Development Schedule.**

The City and the Developer acknowledge that the Developer may take several years to complete development of the Project. As a result of the possible time frame and in order to provide the City with a conception of the phasing and timeline for development of the Project, the Developer has prepared a Conceptual Development Phasing Schedule ("Development Schedule"), attached hereto as **Exhibit J**. The Development Schedule sets forth a general tentative phasing schedule to be followed by the Developer in construction of the Project beginning with the year 2000 through 2005. The City and the Developer acknowledge that the Developer may wish to modify the Development Schedule in order to substitute certain on-site or off-site improvements from one phase to another, or to obtain extensions as a result of unforeseen events or acts of God, or other factors not under the control of the Developer. Upon the Developer's written request to the City, and review of the request by the City's Planning Director and City Engineer and their collective conclusion that such request will have no impact to the Project or the City's policies, requirements, regulations or ordinances, or to any other applicable local, state or federal law, the City will grant the Developer's request to modify the Development Schedule. However, notwithstanding the foregoing, nothing in this paragraph concerning the Development Schedule is intended to, or shall, modify any other time periods set forth in this Agreement pertaining to any obligation of the Developer.

(p) **Public Improvement Ordinance.** All provisions of the City's public improvements ordinance shall apply.



(q) **Water and Sewer.** Water and sewer mains and services within the Project shall be designed and installed per the City of Flagstaff's Engineering Design and Construction standards and Maricopa Association of Governments standards as modified by the City of Flagstaff. Following construction of the above described public improvements and dedication of same to the City, the City shall assume, at its expense, the maintenance and repairs of all public improvements.

(r) **One Year Warranty.** The Developer shall provide the City with a one year warranty on all public and related improvements after acceptance by the City.

10. Resource and Floodplain Protection. The Developer agrees to provide subregional on-site detention for the entire Project subdivision for the two through the one hundred year design storms. The subdivision design must consolidate the detention areas into a limited number of larger facilities. Detention facilities must be incorporated into the golf course design whenever physically possible and designed to preserve and use the natural topography. The design of the golf course will respect the natural features of the land, minimizing the need for earthmoving and reducing the need to mass clear vegetation. In this regard, the golf course has been planned from the initial stages of the Project to be sensitive to the wildlife habitat, wetland features, and natural drainage ways, and to incorporate them into the open space systems of the Project. Through these efforts, a physical framework has been established to protect and enhance existing habitats, and water resources. Through careful attention to grading, and the incorporation of adequate buffer zones, golf course drainage will be controlled and filtered to ensure the water quality of off-site drainage and ground water infiltration. These planning and design efforts in conjunction with proper management and monitoring techniques comprise the essence of Best Management Practices and will be utilized to ensure the long-term viability of the Project. The Developer and City agree that resource protection provisions as set forth in the City's Land Development Code are applicable to the entire Project. The application of said provisions and the resource calculations required to be performed by said provisions shall be applied to each phase of development as it is individually developed as opposed to the application of said provisions to the entire Project upon the development of the initial unit or component of the Project, with the exception of off-site improvements.

Additionally, and pursuant to the "Fuel Management Operational Procedures" dated June 1999, Developer has retained the services of a Professional Forester who is working with the City to perform and submit a forest stewardship plan on the site.

A proposal to address water quality and wildlife habitat issues, as well as the Best Management Practices Manual referenced above, will be submitted to the City for review prior to initial grading on the property.

11. Affordable Housing. The Developer is aware of the City of Flagstaff's affordable housing set-aside requirements upon a rezoning request for higher residential density. The project as described herein shall be constructed as a residential subdivision with up to 1,170 dwelling units with all required infrastructure improvements and homes



for sale to owner-occupants, and as such, falls within those affordable housing set-aside procedures. Each unit will be constructed to meet or exceed HUD guidelines. The Developer, desirous to offer Affordable Properties to the City of Flagstaff, agrees as follows:

(a) **Affordable Properties.** Developer agrees to construct or cause to be constructed a minimum of 125 homes (hereinafter referred to as "Affordable Properties"). The Affordable Properties will be constructed in substantial conformance to the Floor Plan and Elevations, with the minimum standards and amenities, as outlined in **Exhibit "F"** attached hereto.

(b) **Affordable Properties Price Schedule.** The Developer agrees to offer the prices ("Developer Prices") for the Affordable Housing Properties as outlined on **Exhibit F** attached hereto. The Developer Prices were negotiated between the City and the Developer based on the need to provide homes affordable to households within the City of Flagstaff meeting City "Target Incomes".

Developer Prices will remain constant, except Developer Prices will be adjusted annually on the anniversary date of the signing of this Agreement based on the then current Construction Cost Index as prepared by the Bureau of Labor Statistics.

(c) **Eligible Buyers.** The Affordable Properties shall be sold only to households having incomes not in excess of those indicated by the City's "Affordable Housing Reference Schedules", attached hereto as **Exhibit G**, referred to as "Eligible Buyer". The City's Affordable Housing Reference Schedules correlates prices to income based on first time homebuyer underwriting standards and the prevailing mortgage interest rate for a thirty (30) year mortgage. The income is represented as a percentage of the United States Department of Housing and Urban Development Area Median Income for Coconino County ("HUD AMI").

(d) **Certification of Eligible Buyers.** The Developer, or agency designated by the Developer, will certify the income of the Eligible Buyers in accordance with the income qualification rules of the Federal HOME program or other similar standards which take into account income, adjustments to family size, and assets. The Developer agrees to allow the City to audit Developer files to verify certifications on all Affordable Properties.

(e) **Affordable Property Location.** The Affordable Properties shall be located on that certain parcel of land as described on **Exhibit H** attached hereto.

(f) **Affordable Housing Restrictive Covenant.** Affordable Properties will be sold initially with a restrictive covenant approved by the City (the "Affordability Covenant"). The Affordability Covenant for Affordable Properties shall consist of a Right of First Refusal and a lien, as more fully set forth in subparagraphs (g) and (h) below.



(g) **Affordability Lien.** Developer will conduct an appraisal on the Affordable Properties at the time of sale. Should an appraised value of an Affordable Property exceed the Developer Price, as listed on **Exhibit F**, the Developer will record a lien on the Affordable Property for an amount equal to the difference between the appraised value and the Developer Price. Such lien will be assumed by the Eligible Buyer of the Affordable Property and will create an obligation to repay the City, or agency designated by the City. Developer agrees to submit any legal instruments related to long-term affordability to the City for review and approval before recording any such instrument.

The lien, described above, will be due and payable in one lump sum with no accrued interest upon sale, lease, refinancing, title change, or other transfer of the Affordable Property by the Eligible Buyer. The City at its sole discretion may release the lien without payment if the Affordable Properties depreciate in value.

Proceeds received by the City from the liens herein will be used solely to subsidize the subsequent purchase of Affordable Properties by Eligible Buyers or to assist other Eligible Buyers in similar housing developments meeting City Target Incomes.

(h) **Right of First Refusal.** Affordable Properties will be sold initially to Eligible Buyers with a Right of First Refusal granted by the Developer to the City, or agency designated by the City. The Right of First Refusal may be used by the City, or agent of the City, to purchase the Affordable Property and re-sell said property to another Eligible Buyer.

The beneficiary of the lien shall in all cases hold the Right of First Refusal on the Affordable Properties enabling the lien to be used both to reduce the purchase price and to help refinance the sales price of the Affordable Properties.

(i) **Enforcement.** The Final Plat shall identify the Affordable Properties by legal description and contain a notice, approved by the City, that title to Affordable Properties is subject to the terms of the Development Agreement. For the Affordable Properties, the notice shall also state: 1) the Development Agreement sets forth price controls on the initial conveyance; and 2) the Eligible Buyers may be subject to a lien obligation. If the Developer does not comply with the Development Agreement with regard to the construction and sales of Affordable Properties, the City reserves the right to withhold building or occupancy permits for any unit(s) in the development.

12. Indemnity for Environmental Matters. Developer represents and warrants that upon dedication or conveyance of any real property or real property rights to the City by the Developer pursuant to this Agreement, the condition of the real property or real property rights dedicated or conveyed will not violate any federal, state or local law, ordinance or regulation related to industrial hygiene or environmental conditions on or under the property subject to the dedication or conveyance. The Developer agrees to indemnify, defend and hold the City harmless from and against any



and all costs and expenses of any nature, including attorneys' fees and costs, and all damages or other liability, including, but not limited to, natural resource damages, or requirements to perform, removal or remedial actions under any statute, regulation, ordinance, decree or order of any governmental agency or court, as a result of the condition of any real property or relating to rights dedicated or conveyed to the City by the Developer pursuant to this Agreement. Nothing in this Agreement shall require the City to accept any property which it has reason to believe may be contaminated by any toxin, hazardous material or waste, as those terms are defined in state or federal law. Developer agrees to keep the City informed with regards to environmental matters pertaining to the Project property.

13. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

if to the City: Attention: City Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001

with a copy to: Attention: City Attorney
211 West Aspen Avenue
Flagstaff, Arizona 86001

if to the Developer: Attention: John Beerling
1121 West Warner Road, Suite 109
Tempe, Arizona 85284

with a copy to: Tony S. Cullum Esq.
Post Office Drawer X
Flagstaff, Arizona 86002

Notice of change of address may be made by either party by giving notice to the other party in writing of change of address. Such notice shall be deemed to have been effectively given ten (10) days after mailed by the party changing the address.

14. General Provisions.

14.1 Amendment. This Agreement may be amended at any time by written amendment executed by both parties, which written amendment shall be recorded in the official records of Coconino County, Arizona, within ten (10) days following any such amendment.



14.2 Assignment. The rights of Developer under this Agreement may be transferred or assigned, in whole or in part, by written instrument, to any subsequent owner of all or any portion of the Property without further consent from the City.

14.3 Authorization. The parties to this Agreement represent and warrant that the persons executing this Agreement on their behalves have full authority to bind the prospective parties.

14.4 Cancellation. This Agreement is subject to the cancellation provisions of A.R.S. Sec. 38-511.

14.5 Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

14.6 Consents and Approvals. City and Developer shall at all times act reasonably with respect to any and all matters which require either party to review, consent, or approve any act or matter herein.

14.7 Consistent With General Plan. This Agreement ensures that all development on the Property shall be consistent with the City's General Plan recommendation for the Property as required by A.R.S. Sec. 9-500.05 B.

14.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.

14.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall be attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

14.10 Dispute Resolution.

(a) **Breach of Agreement.** Should either party breach any provision of this Agreement, the party alleging the breach must notify the other party in writing of the nature of the breach and the expected action to cure the deficiency. If the deficiency is not cured within 30 days of transmission of the notice, the party alleging the breach may seek the remedies set forth below, no remedy of which is intended to be mutually exclusive.

(b) **Mediation.** If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other



dispute resolution procedure. Mediation will be self-administered and conducted under the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless the parties agree upon other procedures. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if any indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

(c) **Litigation.** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in this action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

14.11 Effective Date of Agreement. This Agreement shall be effective upon the execution of the parties hereto, recordation in accordance with Section 14.21 herein, and upon expiration of thirty (30) days following the approval of the rezoning contemplated hereby by the City; provided, however, that in the event the rezoning is delayed in its effect by judicial challenge, or by referendum or injunction, the effective date of this Agreement shall be delayed until resolution or termination of such judicial challenge, referendum or injunction. In the event of judicial challenge, referendum, or injunction resulting in delay in the effect of the contemplated rezoning which extends for a period of more than one hundred eighty (180) days following its approval by the City Council, then this Agreement may be terminable by the Developer upon written notice to the City in accordance with this Agreement at any time within an additional one hundred eighty (180) days. Upon termination, this Agreement shall be of no further force or effect and neither party shall have any further obligation hereunder. Any delay relative to the effective date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City shall not be deemed a default hereunder by the City.

14.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, whether oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

14.13 Exhibits. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

14.14 Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. Without limiting the generality



of the foregoing, the City shall cooperate in good faith and endeavor to process promptly any request and applications for plat or permit approvals or revisions, and other necessary approval relating to the development of the Property by the Developer and/or its successors.

14.15 Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

14.16 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Coconino County, Arizona.

14.17 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing, executed by the party against whom enforcement of the waiver is sought.

14.18 Negation of Partnership. The parties specifically acknowledge that the Project will be developed as private property, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions in this Agreement. None of the terms or provisions of this Agreement are intended to create a partnership or other joint enterprise between the parties.

14.19 No Obligation to Develop Property. Except as specifically set forth herein, nothing contained herein shall be deemed to obligate the City or the Developer to complete any part or all of the development of the Property.

14.20 No Third Party Beneficiaries. The City and Developer acknowledge and agree that the terms, provisions, and conditions hereof are for the sole benefit of, and may be enforceable solely by, the City and Developer, and none of such terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

14.21 Recordation of Agreement. In accordance with A.R.S. Sec. 9-500.05 D, this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder no later than ten (10) days from the date of its execution by the City.

14.22 Recitals. The recitals set forth at the beginning of this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference.



14.23 Rights Run With the Land. Upon recordation of this Agreement in accordance with Section 14.21 of this Agreement, all rights and obligations shall constitute covenants that run with the land and are binding on all successors-in-interest, except as otherwise provided in Section 14.27 of this Agreement.

14.24 Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null, or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

14.25 Successors and Assigns. All of the covenants and conditions set forth herein, shall inure to the benefit of and shall be binding upon the successors-in-interest of each of the parties hereto.

14.26 Term. The term of this Agreement shall commence on the effective date of this Agreement as defined in Section 14.11 herein, and shall automatically terminate on the tenth (10th) anniversary of such date, unless previously terminated pursuant to Section 1 of this Agreement, or as otherwise agreed by the parties in writing.

14.27 Termination Upon Sale to Public. Notwithstanding the provisions set forth in Section 14.23 above, it is the intention of the parties that this Agreement shall automatically terminate without exception or recordation of any further document or instrument as to any lot or parcel which has received site/subdivision approval and individually (and not in "bulk" as defined under Arizona law) leased for a period of one year or longer or sold to the purchaser or user thereof, and with respect to which the Developer's Regional Park contribution in the sum of \$285.00 per lot and the Developer's contribution in the sum of \$1,855.55 per lot for construction of the Lone Tree/I-40 Interchange have been paid to the City as set forth above. Upon the occurrence of the aforementioned events, said lot or lots shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

14.28 Time of the Essence. For purposes of enforcing the provisions of this Agreement, time is of the essence.

14.29 Waiver. No waiver by either party of a breach of any of the terms, covenants, or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. Nothing herein or in the Stipulations shall constitute or be deemed to be a waiver by the Developer of its right to request future rezonings or changes in development standards for all or any portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing herein contained shall be deemed to be a waiver by the City of the right to act, by approval or denial, on



such rezoning or change, to the extent such action would not otherwise be in breach of this Agreement.

15. Zuni Heights Access. Developer is aware of the City's approval of the Zuni Heights Development ("Zuni Heights") located immediately to the north of the proposed Project. Approval of Zuni Heights included the necessity for Zuni Heights to obtain right-of-ways and/or easements for construction of roadways through the property, which roadways will connect with the proposed Project. Developer herein agrees that, as shown on the Concept Plan, access will be provided to Zuni Heights. The cost of such access will be negotiated by Developer and Zuni Heights, and upon the acquisition of those right-of-ways and/or easements by Zuni Heights, the Developer will provide access through the proposed Project.

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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and the Developer has signed the same on or as of the day and year first above written.

CITY:

CITY OF FLAGSTAFF, an Arizona municipal corporation

By: Joyce M. Qualman
Mayor

ATTEST:

By: Candy Jager
City Clerk

APPROVED AS TO FORM:

By: L. M. Lane
City Attorney

DEVELOPER:

VANDERBILT FARMS, L.L.C.,
an Arizona limited liability company

By: [Signature]
Title: Hubert J. [Signature]

SAN FRANCISCO PEAKS ASSOCIATES, L.P.

By: [Signature]
Title: General Partner

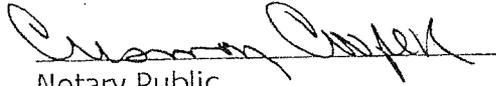


STATE OF ARIZONA)
)
COUNTY OF COCONINO)

SS.

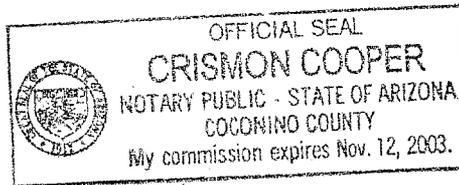
On this 5th day of July, 2000, before me the undersigned Notary Public personally appeared JOHN BEERLING known to me as the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of Vanderbilt Farms, L.L.C., an Arizona limited liability company, for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

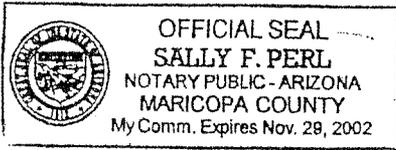
My Commission Expires:

11/12/03



ACKNOWLEDGMENT

The foregoing Development Agreement was acknowledged before me this 10th day of July, 2000 by Eva Sperber-Porter, the Executive Vice-President of Ponderosa Pines Land Corporation, the general partner of San Francisco Peaks Associates Limited Partnership, on behalf of the limited partnership.



Sally F. Perl
Notary Public

My commission expires:

11/29/02



EXHIBITS TO DEVELOPMENT AGREEMENT

Exhibit "A"	Legal Description of Property
Exhibit "B"	Concept Plan
Exhibit "C"	USDA Forest Service Decision of No Significant Impact
Exhibit "D"	Reclaimed Wastewater Agreement
Exhibit "E"	Location of Proposed Regional Park
Exhibit "F"	Developer's Affordable Prices
Exhibit "G"	Affordable Housing Reference Schedules
Exhibit "H"	Legal Description of Affordable Properties
Exhibit "I"	Avigation Easement Agreement
Exhibit "J"	Conceptual Development Phasing Schedule



EXHIBIT "A"



3063582
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EXHIBIT A

LEGAL DESCRIPTION FOR FAIRWAY PEAKS (Attachment to Development Agreement)

PARCEL 1

All of Section 34 of Township 21 North, Range 7 East, Gila and Salt River Meridian, in the City of Flagstaff, Coconino County, Arizona, EXCEPT the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) thereof.

Containing approximately 606.454 Acres

PARCEL 2

A portion of that parcel of land described in Docket 1551, Page 396, Records of Coconino County, Arizona, located in the Southeast quarter of Section 27, Township 21 North, Range 7 East, Gila and Salt River Meridian, within the limits of the City of Flagstaff, Coconino County (R.C.C.), Arizona, more particularly described as follows:

Commencing at the Southeast Corner of said Section 27, from whence the South quarter Corner (S $\frac{1}{4}$ Cor) of said Section 27 bears S 89°58'16" W a distance of 2656.62 feet (Basis of Bearings); Thence S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 1920.91 feet to the TRUE POINT OF BEGINNING;

Thence continue S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 74.88 feet to a non-tangent point of curvature of a curve concave to the Northwest; from whence the radius point bears N 11°06'10" W a distance of 4,360.80 feet;

Thence Northeasterly along the arc of said curve a distance of 491.27 feet, through a central angle of 06°27'17" to a point of tangency;

Thence N 72°26'33" E a distance of 57.43 feet;

Thence N 03°54'07" E a distance of 116.74 feet;

(Continued on Page 2)



Thence N 22°42'39" W a distance of 643.28 feet;

Thence N 52°03'09" E a distance of 1,157.83 feet;

Thence N 77°43'18" E a distance of 172.16 feet;

Thence S 27°25'34" E a distance of 707.70 feet to a non-tangent point of curvature of a curve concave to the Southeast. from whence the radius point bears S 47°22'42" E a distance of 1776.75 feet;

Thence Southwesterly along the arc of said curve a distance of 125.48 feet through a central angle of 04°02'47" to a point of tangency;

Thence S 38°34'31" W a distance of 350.00 feet to a point of curvature of a curve to the right, having a radius of 1140.00 feet;

Thence 673.85 feet along the arc of said curve, through a central angle of 33°52'02" to a point of tangency;

Thence S 72°26'33" W a distance of 387.89 feet to a point of curvature of a curve to the right, having a radius of 4375.80 feet;

Thence 419.47 feet along the arc of said curve, through a central angle of 05°29'33" to the Point of Beginning being a point on the South line of the said SE¼ of Section 27, also being a point on the South boundary of that parcel of land described in said Docket 1551, Page 396, R.C.C.;

Containing approximately 26.644 acres.

PARCEL 3

A portion of that parcel of land described in Docket 1551, Page 396, Records of Coconino County, Arizona, located in the Southeast quarter of Section 27, Township 21 North, Range 7 East, Gila and Salt River Meridian, within the limits of the City of Flagstaff, Coconino County (R.C.C.), Arizona, more particularly described as follows:

BEGINNING at the Southeast Corner of said Section 27, from whence the South quarter Corner (S¼ Cor) of said Section 27 bears S 89°58'16" W a distance of 2656.62 feet (Basis of Bearings); Thence S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 1,455.78 feet;

Thence N 72°26'33" E a distance of 363.19 feet to a point of curvature of a curve to the left having a radius of 1,260.00 feet;

Thence 744.78 feet along the arc of said curve through a central angel of 33°52'02" to a point of tangency;

(Continued on Page 3)



Thence N 38°34'31" E a distance of 350.00 feet to a point of curvature of a curve to the right, having a radius of 1,656.75 feet;

Thence along the arc of said curve a distance of 369.84 feet more or less, through a central angle of 12°47'24" more or less, to a point on the East line of the said SE¼ of Section 27, being also a point on the East boundary of that parcel of land described in said Docket 1551, Page 396, R.C.C.;

Thence S 01°22'39" E along said East line and boundary, a distance of 1,059.51 feet to the Point of Beginning

Containing approximately 13.465 acres.

Containing in aggregate 646.563 acres.



NICHOLAS GABRIEL, III
R.L.S. 23372



EXHIBIT "B"



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LAND USE SUMMARY TABLE FOR FAIRWAY PEAKS

Parcel	Acre	Lots	DU/ Acre
SF-1	17.12	41	2.39
SF-2	30.09	72	2.39
SF-3	28.42	67	2.36
SF-4	7.96	19	2.39
SF-5	5.73	13	2.27
SF-6	7.54	18	2.39
SF-7	11.03	26	2.36
SF-8	14.98	36	2.40
SF-9	3.39	8	2.36
SF-10	8.13	20	2.46
SF-11	24.98	56	2.24
SF-12	19.71	45	2.28
SF-13	6.51	15	2.30
SF-14	1.03	2	1.94
SF-15	10.88	26	2.39
SF-16	27.32	60	2.20
Subtotal	224.82	524	
DC-1	2.57	14	5.45
DC-2	5.00	28	5.60
DC-3	0.91	5	5.49
DC-4	5.84	32	5.48
DC-5	40.00	180	4.50
DC-6	9.32	52	5.58
Subtotal	63.64	311	
MF-1	14.95	210	14.05
MF-2	27.99	125	4.47
Subtotal	42.94	335	
P-1	1.94		
RC-1	11.58		
MC-1	2.10		
Golf & ROW	303.86		
Subtotal	319.48		
Total	650.88	1170	



EXHIBIT "C"



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Segment of Fourth Street Extension

USDA Forest Service
Coconino National Forest
Coconino County, Arizona

An Environmental Assessment (EA) for the construction of the second phase of the Fourth Street Extension across National Forest System land is available for review at the Forest Supervisors Office located at 2323 East Greenlaw Lane, Flagstaff, Arizona. The EA was prepared by SWCA, Inc. and reviewed by a Forest Service Interdisciplinary Team. The proposed construction is consistent with the City of Flagstaff's Master Plan 2000.

There was very little difference between the four alternatives examined by the report. Alternative A was eliminated from consideration in the report because it did not adequately address the purpose and the need of the proposed project.

- Alternative B would require the most cut and fills.
- Alternative C would cost the most to construct.
- Alternative D affects more City of Flagstaff land and less National Forest Land, however the total impacts are very similar to alternatives B & C.
- Alternative E would create the least amount of cuts and fills and would cost the least to construct.
- Alternative F, the no action alternative did not meet the objectives of the assessment.

It is my decision to select Alternative E. An easement for this route will be issued to the City of Flagstaff. A temporary special-use permit for construction may be issued in the interim, pending issuance of the easement.

I did not select the other alternatives because of the higher cost and greater impacts. Alternative B and D would create two separate corridors, one for the road and one for the water and sewer. Alternative C would cost approximately \$100,000 more to construct.

Alternative F is the environmentally preferred alternative because it is the only alternative that does not have some environmental impacts. However, it was not selected because it does not meet the transportation objectives of the City of Flagstaff's Master Plan 2000.

I have determined through the environmental assessment that this is not a major Federal action that would significantly affect the quality of the human environment; therefore, an environmental impact statement is not needed. This determination is based on the following factors:

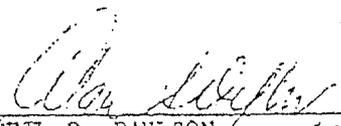




1. There are minimal irreversible resource commitments and irretrievable loss of timber production.
2. There are no significant cumulative effects.
3. The physical and biological effects are limited to the area of planned activity.
4. No known threatened or endangered wildlife or plants are affected.
5. The proposal is within the scope of the Coconino National Forest Plan.

This decision may be implemented immediately.

This decision is subject to administrative review in accordance with the provisions of 36 CFR 211.18. Notice of appeal must be made in writing and submitted to Neil Paulson, Forest Supervisor, 2323 East Greenlaw Lane, Flagstaff, Arizona 86004, within 45 days from the date of this decision. A statement of reasons to support the appeal and any request for oral presentation must be filed within the 45-day period for filing a notice of appeal.


NEIL R. PAULSON
Forest Supervisor

10/31/88
Date



EXHIBIT "D"



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RECLAIMED WASTEWATER AGREEMENT

This Agreement is made and entered into this 7th day of March, 2000, by and between the CITY OF FLAGSTAFF, ARIZONA (hereinafter "City"), a municipal corporation of the State of Arizona, whose address is 211 West Aspen Avenue, Flagstaff, Arizona 86001, and VANDERBILT FARMS, L.L.C., an Arizona limited liability company, and/or nominee, whose address is 1121 West Warner Road, Suite 109, Tempe, Arizona 85284 (hereinafter "Reuser").

WHEREAS, Reuser agrees to purchase from the City treated sewage effluent from the City of Flagstaff Wastewater Treatment Plant(s) to be used for irrigation of a golf course proposed to be constructed at a new housing development located within the City of Flagstaff; and

WHEREAS, City agrees to sell treated wastewater effluent to Reuser subject to the following terms and conditions; and

NOW, THEREFORE, for and in consideration of the mutual promises and obligations of the parties, the parties agree as follows:

AGREEMENT

1. Definitions.

- A. **Effluent:** Wastewater that has completed its passage through a wastewater treatment process.
- B. **Open Access Irrigation Site:** A reclaimed wastewater irrigation site where access by the general public is uncontrolled.
- C. **Point of Delivery:** A location designated by the City for acceptance and measuring of the reclaimed wastewater by the Reuser. The point of delivery may include a vault, pit, meter, valves, and other appurtenances necessary to meter reclaimed water to the Reuser
- D. **Potable Water:** Water that does not contain pollution, contamination, objectionable minerals, or infective agents and is considered satisfactory for domestic consumption.



E. Reclaimed Wastewater: Effluent which meets the standards for the specific reuses contained in the Arizona Administrative Code R18-9-703.

2. Regulation. Reclaimed wastewater as used in this contract shall refer to effluent which meets the standards for specific reuses contained in the Arizona Administrative Code R18-9-703 that is produced at the City of Flagstaff Wastewater Treatment Plant(s). All deliveries of reclaimed wastewater shall be made in accordance with City's ordinances, rules, and regulations. Reuser shall obtain any additional City, State, or Federal permits for the use of reclaimed wastewater for irrigation of open access landscaped areas should such permits become necessary in the future. As a courtesy and not as an obligation, the City will endeavor to advise Reuser of any such permit requirements of which it becomes aware. Reuser shall use such reclaimed wastewater in accordance with the applicable laws of the United States of America (including, but not limited to, the regulations of the Environmental Protection Agency), the State of Arizona, and the Rules and Regulations of the Arizona Department of Environmental Quality; provided, however, that in the event any such laws or regulations shall be amended in the future so as to make it impossible or infeasible for Reuser to use the reclaimed wastewater, Reuser at its option, shall have the right to cancel and terminate this Agreement upon giving thirty (30) days' notice in writing to the City. Reuser shall also abide by the conditions of the City's permit for reuse of reclaimed wastewater (issued by the State of Arizona to the City) and agrees to comply with the following requirements:

A. Hose bibs discharging reclaimed wastewater shall be secured to prevent any use by the public.

B. Irrigation pipe shall be color coded, buried with colored tape, or otherwise suitably marked to indicate nonpotable water.

C. Areas shall be irrigated only at such times as to minimize contact with the public and be reasonably dry and free from standing or ponding water during normal usage.

D. Signs reading "Irrigation with reclaimed wastewater, do not drink" or similar warnings shall be prominently displayed at each reuse site. Signs shall be placed at all logical points of entry to the site, at the entrance to all lakes and ponds, all plumbing outlets, golf score cards and hose bibs providing reclaimed water.



E. Drinking water fountains, potable water hose bibs, and private residences shall not be exposed to the mist from sprinklers.

F. Irrigation of orchards, fruit, or vegetables shall not be allowed with reclaimed wastewater.

3. **Reclaimed Wastewater Quality.** City hereby agrees to provide reclaimed wastewater under this Agreement that meets the quality requirements of the Reclaimed Wastewater Reuse Permit issued by the Arizona Department of Environmental Quality to the City of Flagstaff. City represents it is now and will attempt to remain in compliance with all regulatory and health and water laws, rules, and regulations applicable to wastewater discharge. Reuser acknowledges that the reclaimed wastewater supplied under this Agreement is not intended nor offered for potable use. Reclaimed wastewater delivered under this Agreement shall not be directly or indirectly utilized or transferred for uses other than irrigation of open access landscaped areas owned or controlled by Reuser without the prior written consent of the City. Reuser shall not be obligated to accept delivery of or to pay for inadequately treated wastewater which cannot, as received, be lawfully used for irrigation of open access landscaped areas in accordance with the Rules and Regulations of the Arizona Department of Environmental Quality. Reuser assumes all risks and liabilities in connection with the use of reclaimed wastewater which meets the quality requirements of the City's Reclaimed Wastewater Reuse Permit described above and agrees that its remedies against the City for any breach by the City are limited to refusal to accept delivery except to the extent that any breach by the City is a result of its own negligence.

4. **Responsibility for Damage.** City shall not be liable for any damage to Reuser or its property resulting from curtailment, interruption, or apportionment of supply of reclaimed wastewater occasioned by necessary repairs or maintenance of City's sewerage system, threatened or actual reclaimed wastewater shortage or other causes beyond the City's control.

5. **Contract Term.** The term of this Agreement shall be for a period of five (5) years from the date reclaimed wastewater is made available to the Reuser at the point of delivery. As long as reclaimed water is available to the City of Flagstaff through its reclaimed water system to meet the requirements of this Agreement, this Contract will automatically renew every five (5) years for a total of twenty (20) years, subject to the terms set forth in Paragraphs 3 and 7 of this Agreement. At the end of the twenty-year automatic renewals, Reuser may exercise options to



renew the Agreement for the use of reclaimed wastewater for additional five (5) year extensions as long as reclaimed water is available to the City of Flagstaff through its reclaimed water system to meet the requirements of this Agreement and subject to the terms set forth in Paragraphs 3 and 7 of this Agreement. All options to renew this Agreement shall be exercised in writing forty-five (45) days prior to the expiration of the term of this Agreement and be contingent on City receiving renewal of its permit for reuse of reclaimed water from the Arizona Department of Environmental Quality and the Reuser fulfilling the requirements of this Agreement. The terms of renewal of this Agreement shall be subject to any City, State and Federal regulations in effect at the time of renewal and such renewal shall not be unreasonably withheld. It is expressly understood and agreed by City and Reuser that Reuser has pending with the City an application to rezone the property upon which the reclaimed wastewater will be used. Should such rezoning request be denied by the City Council of the City of Flagstaff, this Agreement shall become null and void.

6. **Reclaimed Wastewater Rate.** Reuser agrees to pay the City for the treatment and delivery of all reclaimed wastewater acquired at the point of delivery. The rate shall be that rate established by the Flagstaff City Council and identified in the City Code of Flagstaff, Arizona. For the term of this Agreement the rate shall not exceed, on a per gallon basis, seventy-five (75%) percent of the then current commodity rate charged by the City for the sale of potable water used on the property. In addition, Reuser agrees to pay any applicable taxes, fees or surcharges that regulatory agencies may impose on reclaimed wastewater. Reuser may recapture the costs directly attributable to converting an existing irrigation system to use reclaimed wastewater or extending public reclaimed wastewater pipelines up to the point of delivery over a period of ten (10) years. Said costs shall be agreed to by the City and Reuser prior to delivery of reclaimed wastewater and may be recovered by the Reuser through an annual rebate of ten (10%) percent of the total agreed to costs of the extension and/or conversion up to the point of delivery. The rebate for the recovery of said costs shall be paid to the Reuser by the City annually starting from the end of the first year of actual use by the Reuser of reclaimed wastewater. Cost recovery after the cessation of use shall not be allowed in the event Reuser ceases to use reclaimed wastewater or by any non-performance of this Agreement which non-performance is not cured within thirty (30) days after written notice thereof is received by Reuser. If City either fails to provide reclaimed wastewater that meets the water quality requirements of this permit, or reclaimed wastewater is not available to the Reuser and the City's performance is not excused pursuant to Paragraph 19, Excusable Non-



Performance, cost recovery shall continue to the Reuser for that period of time reclaimed wastewater is not available. Examples of said costs include installation and materials required for underground piping, meters, vaults, valves, and other appurtenances necessary to convert existing irrigation systems to use reclaimed wastewater.

7. **Default.** Subject to the provisions of Paragraph 23, Dispute Resolution, in the event Reuser fails to make any payment when due or is in default of any other provision of this Agreement, the City may notify Reuser of the default in writing, and if Reuser does not cure the default within thirty (30) days of receipt of the notice, the City may upon written notice thereof to Reuser, cease delivery of reclaimed water to Reuser, and cease making any remaining rebate payments to Reuser until such default is cured. The above, notwithstanding, the City shall have all remedies available at law or in equity, including, but not limited to, specific performance. In the event that the City is in default of any provision of this Agreement, Reuser may notify the City of the default in writing, and if the City does not cure the default within thirty (30) days of receipt of the notice, Reuser shall have all remedies available at law and in equity including, but not limited to, specific performance.

8. **Insurance.** Reuser shall provide the City of Flagstaff with a certificate of insurance that shall be kept in force for the duration of the Agreement to cover any liability arising from the acts and omissions of the Reuser. The certificate of insurance shall be for general liability coverage in the amount of one million (\$1,000,000) dollars and shall name the City as an additional insured and provide no less than ten (10) days notice to the City prior to cancellation.

9. **Use of Reclaimed Wastewater by Others.** Reuser agrees that this Agreement shall not restrict the right of the City to use reclaimed wastewater for City operations or sell reclaimed wastewater to others.

10. **Amount of Effluent.** To the extent that the operation of the City of Flagstaff wastewater treatment plant(s) shall produce any reclaimed wastewater for users of the City and subject to the Paragraph 19, Excusable Non-Performance, the amount of reclaimed wastewater available for delivery to Reuser shall be a minimum of 125,000,000 gallons per year, which the City agrees shall not be an obligation of Reuser to purchase said minimum amount but is provided solely to guarantee that the City will provide a minimum of 125,000,000 gallons per year. If Reuser uses less than 125,000,000 gallons per year, City is not obligated to hold such



amount for Reuser's use and shall use such reclaimed wastewater for any purpose it deems necessary. Further, the amount of reclaimed wastewater may not be restricted up to the maximum flow specified in the water balance section of the City's Reclaimed Wastewater Reuse Permit, providing the requirements of this Agreement are met by Reuser. A copy of the water balance for the uses identified in this Agreement is included as Exhibit "A".

11. **Operation, Maintenance and Replacement Costs.** The operation, maintenance and replacement costs for that portion of the conveyance system for the reclaimed wastewater to the point of delivery (as defined in Paragraph 1 of this Agreement under "Definitions" and specified in Paragraph 12 below) shall be the responsibility of the City. The operation, maintenance and replacement costs of the conveyance system beyond the point of delivery shall be the responsibility of the Reuser.

12. **Point of Delivery.** The vault, pit, meter, valves, and other appurtenances that constitute the point of delivery (as defined in Paragraph 1 of this Agreement under "Definitions"), and as depicted on Exhibit "B" attached hereto and made a part hereof, shall be installed by the Reuser and shall become the property of the City ("Point of Delivery"). The Reuser shall require that its contractor warranty all pipelines, vaults, pits, meters, valves, and other appurtenances installed by the contractor of the Reuser for a period one (1) year from the date of final acceptance by the City. All appurtenances associated with the Point of Delivery shall be constructed and installed in accordance with City engineering standards or shall otherwise be approved by the City. Reuser may recapture costs of installing said metering appurtenances in accordance with Paragraph 6 of this Agreement.

13. **Acceptance and Transmission of Reclaimed Wastewater.** Reuser assumes all costs of and responsibility for transportation of the reclaimed wastewater by means of a conveyance system downstream of the Point of Delivery, which shall be constructed, owned, operated, and maintained by Reuser.

14. **Protection of City Potable Water System.** Reuser agrees to install City approved backflow prevention devices at all potable water service connections to the property served by the point of delivery. Such backflow prevention device(s) shall be installed, tested, and operational prior to the delivery of reclaimed wastewater to the Reuser by the City. Such backflow prevention device(s) shall be tested annually at Reuser's expense, and verification of such testing shall be provided to the City. Backflow prevention testing shall be done by a



certified backflow prevention device tester in accordance with City regulations. The costs to the Reuser for the installation of such devices shall be considered part of the cost of converting the water system to use reclaimed wastewater unless such backflow devices would normally be required in accordance with State of Arizona regulations. The cost to the Reuser for the annual testing of backflow prevention devices shall not be considered part of the cost of converting the water system to use reclaimed water.

If potable water is used for irrigation at the reuse site, a dye test shall be performed on the reuse system that demonstrates to the satisfaction of the Coconino County Health Department that no cross-connections with potable water exist. This test shall be performed by the City prior to the delivery of reclaimed wastewater to the reuse site. This requirement does not apply to reuse facilities specifically designed to use reclaimed wastewater. A color coding system shall be used on all new piping and outlets to prevent any accidental cross-connection between the potable and reuse water supplies. The color code shall conform to the standards set forth by the Coconino County Health Department. Should a County color code not exist, purple shall be used for all reuse plumbing.

15. **Location of Improvements.** Any future Reuser conveyance line and associated easements therefor on City property shall be located so as not to interfere with present or future City operations and the location of all such improvements shall be approved, in advance and in writing, by the City.

16. **Limitations on Use.** Reuser shall use reclaimed wastewater in accordance with the terms of this Agreement and only within its boundaries. Reuser shall not sell reclaimed wastewater within or without its boundaries to other users. Reuser has identified the specific reuse locations subject to this Agreement as the following:

For the golf course located within the proposed development.

The aforesaid location shall be shown on a plot plan, identified as Exhibit "B" and included with this Agreement. The plot plan shall identify the irrigation system, containment structures (10-year, 24-hour storm), storm water flow paths, and protection of the drinking water facilities. Approval for extensions of reclaimed wastewater pipelines and uses for irrigation of areas other than those identified in Exhibit "B" must be requested in writing by the Reuser and incorporated into this Agreement by Amendment along with an additional plot plan.



17. **Disposal of Excess Reclaimed Wastewater.** Excess reclaimed wastewater not used for irrigation by the Reuser shall be disposed of in the City's sanitary sewer system after notification to the City by the Reuser and approval by the City. Reuser shall notify the City Utilities Department Wastewater Treatment Division in writing of a request to discharge reclaimed wastewater into the City sanitary sewer system.

18. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the City and Reuser, but shall not be assigned by Reuser absent written consent of City, which consent shall not be unreasonably withheld, and a legally enforceable contract between Reuser and assignee, filed with the Arizona Department of Environmental Quality, which notifies and obligates the assignee of the requirements of this Agreement.

19. **Excusable Non-Performance.** In the event of an Act of God, natural catastrophe, war, civil insurrection, accidents, acts of governmental or judicial bodies other than the City, the failure of either party to perform its obligation under this Agreement shall be excused so long as the condition interfering with performance continues.

20. **Severability.** In the event any portion of this Agreement shall be determined to be invalid, such invalidity shall not render the remaining portions of this Agreement void unless the deletion of the invalid portion shall materially and substantially alter the rights of the parties under the remaining portions of this Agreement.

21. **Cancellation for Conflict of Interest.** This Agreement may be cancelled by City or by Reuser for conflict of interest in accordance with A.R.S. Sec. 38-511.

22. **Fees.** City agrees to not charge Reuser for building inspection, building permit or other fees in connection with Reuser's construction and installation of any pipes, structures or other appurtenances necessary to accept, distribute and dispose of any reclaimed wastewater under this Agreement.

23. **Dispute Resolution.**

A. **Mediation.** If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under



the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless the parties agree upon other procedures. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if any indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

B. **Litigation.** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in this action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, whether oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

25. **Modification.** No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing, executed by the party against whom enforcement of the waiver is sought.

26. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null, or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

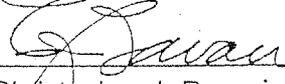
27. **Waiver.** No waiver by either party of a breach of any of the terms, covenants, or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or proceeding breach of the same or any other term, covenant or condition herein contained.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

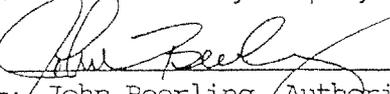
CITY:

CITY OF FLAGSTAFF, an Arizona
municipal corporation

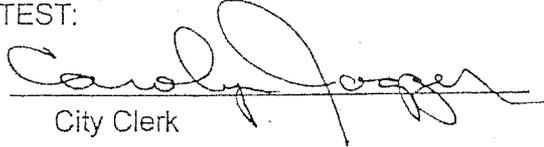
By: 
Christopher J. Bavasi
Mayor

REUSER:

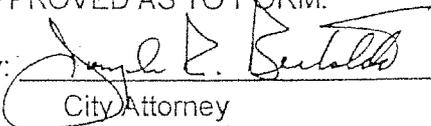
VANDERBILT FARMS, L.L.C., an
Arizona limited liability company

By: 
Title: John Beerling, Authorized Agent

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney



Site name:	FAIRWAY PEAKS
Location:	FLAGSTAFF, ARIZONA
System average daily flow: (MG/D)	0.0830
Yearly evaporation rate: (in/yr):	57.90
Total lake and free water surface area:	6.75
Landscape acreage:	130.00
Summer crop:	Kentucky Blue grass
Winter crop:	Rye grass
Estimated Storage required (gal./mo.):	5,901,771,926
Water balance total/year:	2,537,497,702

A positive value indicates insufficient water usage; a negative value is indicated by (parentheses).

Month	X Value	% Day time hours	Mean monthly temperature (F)
January	0.65	7.05	28.7
February	0.70	6.59	31.5
March	0.75	6.36	35.3
April	0.75	8.82	42.3
May	0.74	9.52	50.4
June	1.06	9.76	59.8
July	1.17	9.93	66.3
August	1.10	9.37	64.1
September	0.90	8.56	57.3
October	0.80	7.87	47.2
November	0.75	6.98	36.8
December	0.75	6.86	29.6

Basis for calculations: Blaney, H.F., and Criddle, W.D., 1961. Determining Consumptive Use of Water by Major Crops in the Southwestern United States, Conservation Research Report Number 29, May 1962.

References: 1. Arizans State University, Climatology Department. 2. University of Arizona. 3. USDA Consumptive Use of Water by Major Crops in the Southwestern United States, Conservation Research Report Number 29, May 1962.

Tree Type	Number of trees in project area:	Gallons per day used per tree:	Total consumptive usage per day:
Cottonwood	0	400	0
Fan palm	0	40	0
Oleander	0	10	0
Eucalyptus	0	0	0
Pine	44	50	2200
Olive	0	130	0
Misc.	0	50	0
Desert	0	50	0
Rhys	0	20	0
Totals:	44		2200

Month	Rainfall inches per month:	Monthly effluent available: gallons:	Monthly evaporation: gallons per month:	System leakage and percolation if allowable: gallons per month:	Consumptive use of grasses: inches per acre:	Consumptive use of trees: gallons per month:	Total landscape water demand: gallons per month:	Total water available: gallons per month:	Net water balance: gallons per month:
January	1.87	124,000,000	319,416	0	0.00	68,200	130,624,063	130,624,063	130,555,863
February	1.50	112,000,000	454,823	0	0.00	61,600	117,114,813	117,053,213	117,053,213
March	1.87	124,000,000	709,295	0	0.00	68,200	130,234,184	130,165,984	130,165,984
April	1.33	120,000,000	969,179	5,471,209	2.73	5,537,209	123,969,732	118,432,023	118,432,023
May	0.59	124,000,000	1,326,480	9,636,387	1.55	9,704,587	124,864,244	115,159,657	115,159,657
June	0.65	120,000,000	2,413,509	1,456,368	4.34	15,319,384	120,957,140	109,838,026	109,838,026
July	2.50	124,000,000	9,282,727	1,456,368	6.21	21,988,333	131,826,358	104,977,100	104,977,100
August	2.81	124,000,000	10,433,785	1,326,480	7.95	28,062,005	133,107,305	125,262,648	125,262,648
September	1.69	120,000,000	6,275,123	1,012,475	4.54	16,025,346	125,262,648	119,472,795	119,472,795
October	1.11	124,000,000	4,121,531	779,652	2.21	7,809,885	127,341,879	124,531,800	124,531,800
November	1.58	1,240,000,000	481,884	8,168,800	0.00	66,000	131,849,383	131,781,183	131,781,183
December	2.30	124,000,000	319,416	0	0.00	68,200	130,624,063	130,555,863	130,555,863
SUMS:	19.70	2,580,000,000	73,147,887	10,611,837	29.53	803,000	2,642,356,050	2,537,497,702	2,537,497,702

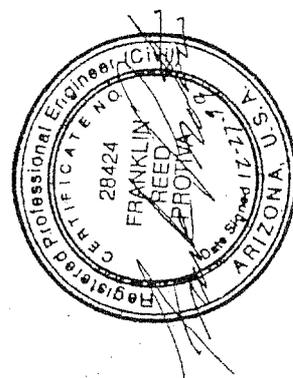


EXHIBIT "E"



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RM



STATE OWNERS SECTION

U.S. OWNERS SECTION

U.S.F.S. OWNERSHIP SECTION 3

Legend

- Sewer - Forced Main
- Sewer - New 8" Sanitary
- Sewer - Existing
- Water - Future
- Water - Effluent
- Drainage



1/28/2000
Scale: 1"=1200'

Fairway Peaks

Figure 5: Proposed Land Use Plan



EXHIBIT "F"



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Page: 54 of 80

FAIRWAY PEAKS

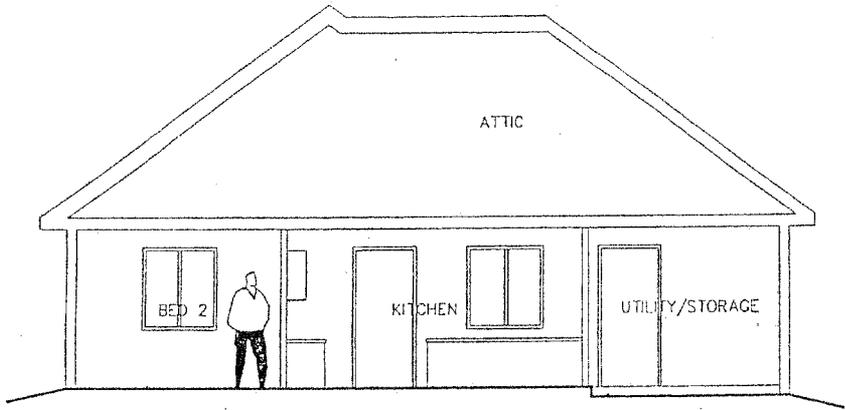
Affordable Housing Properties

No.	Type	Bedroom/ Bath	Garage	Min. Sq.Ft.	Prices
25	Single Family Homes	1/1	1	900	\$ 92,000
50	Single Family Homes	2/1	1	1,000	\$108,000
50	Single Family Homes	3/2	1	1,250	\$116,000

The City and Developer further agree that as a result of the time period between the date of this Development Agreement and the time the Units will be designed and constructed, many changes may occur within the construction industry as those changes may relate to design, products and materials.

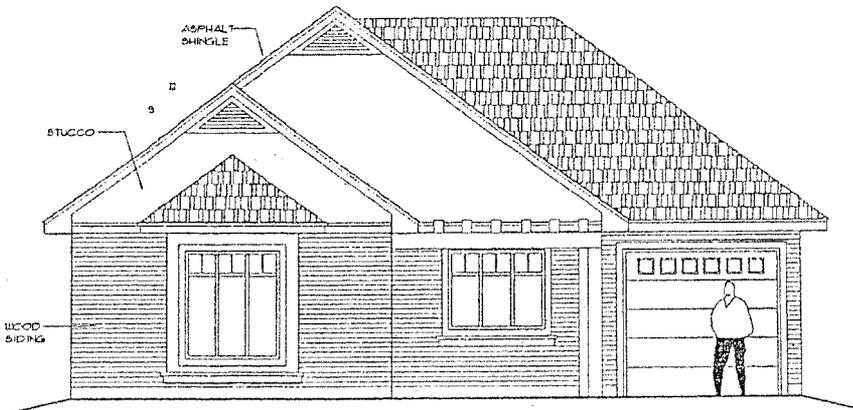
Developer agrees that prior to construction of the Affordable Housing Units, Developer will present to City design and construction site plans, elevations, and specifications. Developer further agrees to meet all minimum standards and specifications as then required by City for design, construction and amenities to be incorporated for all Units. Additionally, Developer will provide City with a comprehensive and complete list of all amenities to be included in each Unit at the time of site plan review and prior to approval by the City. However, as an example of such minimum standards and amenities, Developer will design each Unit based on the most current design standards at that time and as required by the City. Each Unit will be constructed to meet or exceed HUD guidelines, and will be constructed pursuant to the City's policies, requirements, regulations and ordinances, using quality construction materials. Inside amenities, while not yet fully determined, will include kitchen appliances (stove and dishwasher); kitchen cabinetry, storage areas, and dual sink; dual pane windows; bathroom fixtures, including medicine cabinet, vanity mirror and storage areas; quality carpet and pad throughout, with the exception of the kitchen/bath areas; furnace; towel bars in each bath; ceiling lights where such are determined to be appropriate; and wiring for ceiling fans where determined to be appropriate. Other amenities may be added upon design review and City requirements, regulations and ordinances in effect at the time of presentation to the City for final approval.





1-STORY SECTION

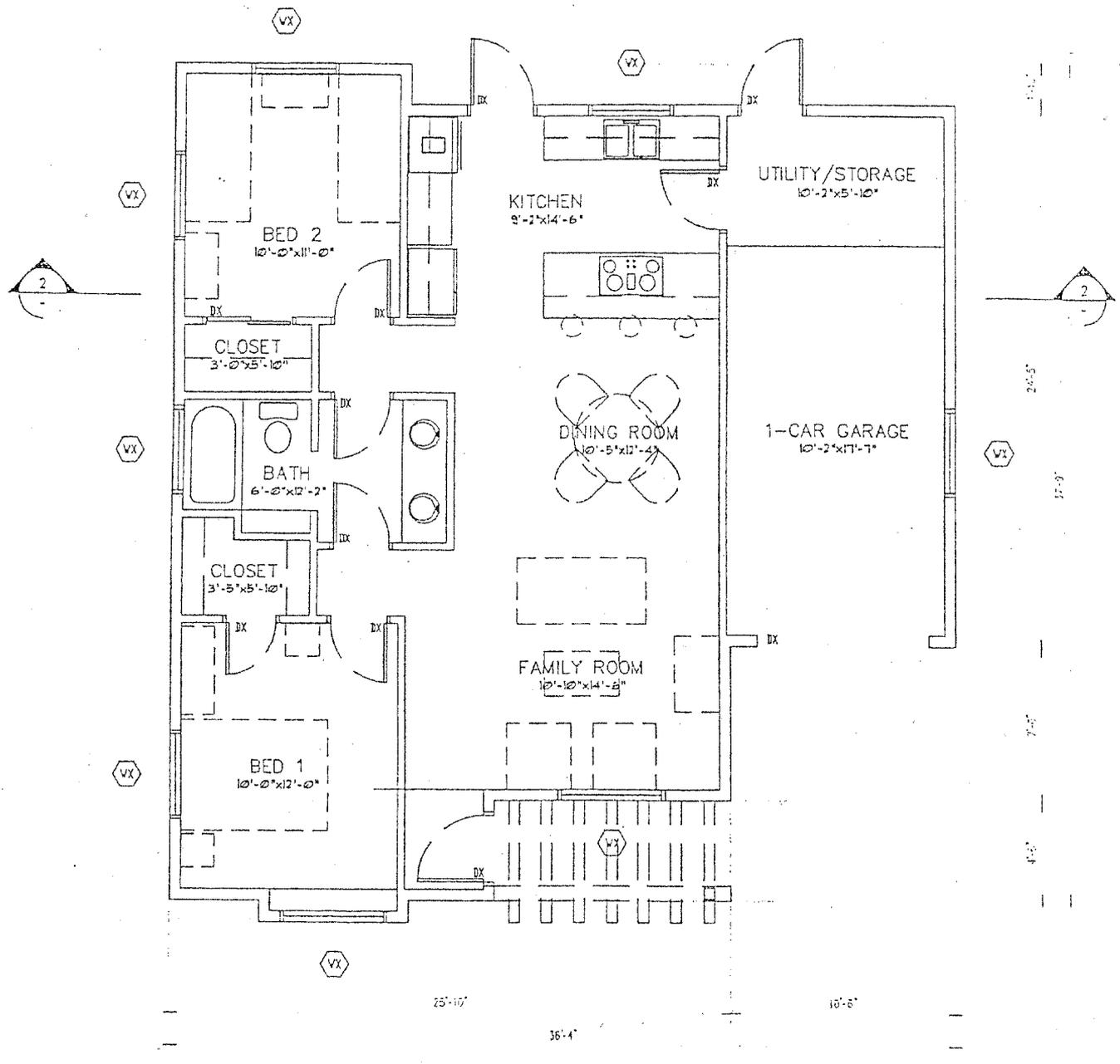
2



1-STORY ELEVATION

3





1-STORY PLAN

902 SQ FT 1



EXHIBIT "G"



3063582
Page: 58 of 80
AM

CITY OF FLAGSTAFF PLANNING DIVISION
AFFORDABLE HOUSING REFERENCE SCHEDULES

Aug-99

INTEREST RATE 7.80%
 TERM 30
 % PAYMENT MORT INSUR, FIRE INSUR, TAXES, HOA 20%
 PAYMENT TO INCOME RATIO 29%
 HUD AMI \$ 45,500.00

%AMI	PAYMENT	HOME PRICE	INCOME	LOAN AMT
3% DOWN	3% DOWN		3% DOWN	3% DOWN
140%	\$ 1,542	\$ 184,000	\$ 63,798	\$ 178,480
139%	\$ 1,533	\$ 183,000	\$ 63,451	\$ 177,510
139%	\$ 1,525	\$ 182,000	\$ 63,105	\$ 176,540
138%	\$ 1,517	\$ 181,000	\$ 62,758	\$ 175,570
137%	\$ 1,508	\$ 180,000	\$ 62,411	\$ 174,600
136%	\$ 1,500	\$ 179,000	\$ 62,065	\$ 173,630
136%	\$ 1,492	\$ 178,000	\$ 61,718	\$ 172,660
135%	\$ 1,483	\$ 177,000	\$ 61,371	\$ 171,690
134%	\$ 1,475	\$ 176,000	\$ 61,024	\$ 170,720
133%	\$ 1,466	\$ 175,000	\$ 60,678	\$ 169,750
133%	\$ 1,458	\$ 174,000	\$ 60,331	\$ 168,780
132%	\$ 1,450	\$ 173,000	\$ 59,984	\$ 167,810
131%	\$ 1,441	\$ 172,000	\$ 59,637	\$ 166,840
130%	\$ 1,433	\$ 171,000	\$ 59,291	\$ 165,870
130%	\$ 1,424	\$ 170,000	\$ 58,944	\$ 164,900
129%	\$ 1,416	\$ 169,000	\$ 58,597	\$ 163,930
128%	\$ 1,408	\$ 168,000	\$ 58,251	\$ 162,960
127%	\$ 1,399	\$ 167,000	\$ 57,904	\$ 161,990
126%	\$ 1,391	\$ 166,000	\$ 57,557	\$ 161,020
126%	\$ 1,383	\$ 165,000	\$ 57,210	\$ 160,050
125%	\$ 1,374	\$ 164,000	\$ 56,864	\$ 159,080
124%	\$ 1,366	\$ 163,000	\$ 56,517	\$ 158,110
115%	\$ 1,259	\$ 162,000	\$ 52,117	\$ 145,800
123%	\$ 1,349	\$ 161,000	\$ 55,823	\$ 156,170
122%	\$ 1,341	\$ 160,000	\$ 55,477	\$ 155,200
121%	\$ 1,332	\$ 159,000	\$ 55,130	\$ 154,230
120%	\$ 1,324	\$ 158,000	\$ 54,783	\$ 153,260
120%	\$ 1,316	\$ 157,000	\$ 54,437	\$ 152,290
119%	\$ 1,307	\$ 156,000	\$ 54,090	\$ 151,320
118%	\$ 1,299	\$ 155,000	\$ 53,743	\$ 150,350
117%	\$ 1,290	\$ 154,000	\$ 53,396	\$ 149,380
117%	\$ 1,282	\$ 153,000	\$ 53,050	\$ 148,410
116%	\$ 1,274	\$ 152,000	\$ 52,703	\$ 147,440
115%	\$ 1,265	\$ 151,000	\$ 52,356	\$ 146,470
114%	\$ 1,257	\$ 150,000	\$ 52,009	\$ 145,500
114%	\$ 1,249	\$ 149,000	\$ 51,663	\$ 144,530
113%	\$ 1,240	\$ 148,000	\$ 51,316	\$ 143,560
112%	\$ 1,232	\$ 147,000	\$ 50,969	\$ 142,590
111%	\$ 1,223	\$ 146,000	\$ 50,622	\$ 141,620

CITY OF FLAGSTAFF PLANNING DIVISION
AFFORDABLE HOUSING REFERENCE SCHEDULES

Aug-99

INTEREST RATE 7.80%
 TERM 30
 % PAYMENT MORT INSUR, FIRE INSUR, TAXES, HOA 20%
 PAYMENT TO INCOME RATIO 29%
 HUD AMI \$ 45,500.00

%AMI	PAYMENT	HOME PRICE	INCOME	LOAN AMT
3% DOWN	3% DOWN		3% DOWN	3% DOWN
110%	\$ 1,215	\$ 145,000	\$ 50,276	\$ 140,650
110%	\$ 1,207	\$ 144,000	\$ 49,929	\$ 139,680
109%	\$ 1,198	\$ 143,000	\$ 49,582	\$ 138,710
108%	\$ 1,190	\$ 142,000	\$ 49,236	\$ 137,740
107%	\$ 1,181	\$ 141,000	\$ 48,889	\$ 136,770
107%	\$ 1,173	\$ 140,000	\$ 48,542	\$ 135,800
106%	\$ 1,165	\$ 139,000	\$ 48,195	\$ 134,830
105%	\$ 1,156	\$ 138,000	\$ 47,849	\$ 133,860
104%	\$ 1,148	\$ 137,000	\$ 47,502	\$ 132,890
104%	\$ 1,140	\$ 136,000	\$ 47,155	\$ 131,920
103%	\$ 1,131	\$ 135,000	\$ 46,808	\$ 130,950
102%	\$ 1,123	\$ 134,000	\$ 46,462	\$ 129,980
101%	\$ 1,114	\$ 133,000	\$ 46,115	\$ 129,010
101%	\$ 1,106	\$ 132,000	\$ 45,768	\$ 128,040
100%	\$ 1,098	\$ 131,000	\$ 45,422	\$ 127,070
99%	\$ 1,089	\$ 130,000	\$ 45,075	\$ 126,100
98%	\$ 1,081	\$ 129,000	\$ 44,728	\$ 125,130
98%	\$ 1,073	\$ 128,000	\$ 44,381	\$ 124,160
97%	\$ 1,064	\$ 127,000	\$ 44,035	\$ 123,190
96%	\$ 1,056	\$ 126,000	\$ 43,688	\$ 122,220
95%	\$ 1,047	\$ 125,000	\$ 43,341	\$ 121,250
94%	\$ 1,039	\$ 124,000	\$ 42,994	\$ 120,280
94%	\$ 1,031	\$ 123,000	\$ 42,648	\$ 119,310
93%	\$ 1,022	\$ 122,000	\$ 42,301	\$ 118,340
92%	\$ 1,014	\$ 121,000	\$ 41,954	\$ 117,370
91%	\$ 1,006	\$ 120,000	\$ 41,608	\$ 116,400
91%	\$ 997	\$ 119,000	\$ 41,261	\$ 115,430
90%	\$ 989	\$ 118,000	\$ 40,914	\$ 114,460
89%	\$ 980	\$ 117,000	\$ 40,567	\$ 113,490
88%	\$ 972	\$ 116,000	\$ 40,221	\$ 112,520
88%	\$ 964	\$ 115,000	\$ 39,874	\$ 111,550
87%	\$ 955	\$ 114,000	\$ 39,527	\$ 110,580
86%	\$ 947	\$ 113,000	\$ 39,180	\$ 109,610
85%	\$ 938	\$ 112,000	\$ 38,834	\$ 108,640
85%	\$ 930	\$ 111,000	\$ 38,487	\$ 107,670
84%	\$ 922	\$ 110,000	\$ 38,140	\$ 106,700
83%	\$ 913	\$ 109,000	\$ 37,793	\$ 105,730
82%	\$ 905	\$ 108,000	\$ 37,447	\$ 104,760



CITY OF FLAGSTAFF PLANNING DIVISION
 AFFORDABLE HOUSING REFERENCE SCHEDULES

Aug-99

INTEREST RATE 7.80%
 TERM 30
 % PAYMENT MORT INSUR, FIRE INSUR, TAXES, HOA 20%
 PAYMENT TO INCOME RATIO 29%
 HUD AMI \$ 45,500.00

%AMI	PAYMENT	HOME PRICE	INCOME	LOAN AMT
3% DOWN	3% DOWN		3% DOWN	3% DOWN
82%	\$ 897	\$ 107,000	\$ 37,100	\$ 103,790
81%	\$ 888	\$ 106,000	\$ 36,753	\$ 102,820
80%	\$ 880	\$ 105,000	\$ 36,407	\$ 101,850
79%	\$ 871	\$ 104,000	\$ 36,060	\$ 100,880
78%	\$ 863	\$ 103,000	\$ 35,713	\$ 99,910
78%	\$ 855	\$ 102,000	\$ 35,366	\$ 98,940
77%	\$ 846	\$ 101,000	\$ 35,020	\$ 97,970
76%	\$ 838	\$ 100,000	\$ 34,673	\$ 97,000
75%	\$ 830	\$ 99,000	\$ 34,326	\$ 96,030
75%	\$ 821	\$ 98,000	\$ 33,979	\$ 95,060
74%	\$ 813	\$ 97,000	\$ 33,633	\$ 94,090
73%	\$ 804	\$ 96,000	\$ 33,286	\$ 93,120
72%	\$ 796	\$ 95,000	\$ 32,939	\$ 92,150
72%	\$ 788	\$ 94,000	\$ 32,593	\$ 91,180
71%	\$ 779	\$ 93,000	\$ 32,246	\$ 90,210
70%	\$ 771	\$ 92,000	\$ 31,899	\$ 89,240
69%	\$ 763	\$ 91,000	\$ 31,552	\$ 88,270
69%	\$ 754	\$ 90,000	\$ 31,206	\$ 87,300
68%	\$ 746	\$ 89,000	\$ 30,859	\$ 86,330
67%	\$ 737	\$ 88,000	\$ 30,512	\$ 85,360
66%	\$ 729	\$ 87,000	\$ 30,165	\$ 84,390
66%	\$ 721	\$ 86,000	\$ 29,819	\$ 83,420
65%	\$ 712	\$ 85,000	\$ 29,472	\$ 82,450
64%	\$ 704	\$ 84,000	\$ 29,125	\$ 81,480
63%	\$ 695	\$ 83,000	\$ 28,779	\$ 80,510
62%	\$ 687	\$ 82,000	\$ 28,432	\$ 79,540
62%	\$ 679	\$ 81,000	\$ 28,085	\$ 78,570
61%	\$ 670	\$ 80,000	\$ 27,738	\$ 77,600
60%	\$ 662	\$ 79,000	\$ 27,392	\$ 76,630
59%	\$ 654	\$ 78,000	\$ 27,045	\$ 75,660
59%	\$ 645	\$ 77,000	\$ 26,698	\$ 74,690
58%	\$ 637	\$ 76,000	\$ 26,351	\$ 73,720
57%	\$ 628	\$ 75,000	\$ 26,005	\$ 72,750
56%	\$ 620	\$ 74,000	\$ 25,658	\$ 71,780
56%	\$ 612	\$ 73,000	\$ 25,311	\$ 70,810
55%	\$ 603	\$ 72,000	\$ 24,965	\$ 69,840
54%	\$ 595	\$ 71,000	\$ 24,618	\$ 68,870
53%	\$ 587	\$ 70,000	\$ 24,271	\$ 67,900



CITY OF FLAGSTAFF PLANNING DIVISION
 AFFORDABLE HOUSING REFERENCE SCHEDULES

Aug-99

INTEREST RATE 7.80%
 TERM 30
 % PAYMENT MORT INSUR, FIRE INSUR, TAXES, HOA 20%
 PAYMENT TO INCOME RATIO 29%
 HUD AMI \$ 45,500.00

%AMI	PAYMENT	HOME PRICE	INCOME	LOAN AMT
3% DOWN	3% DOWN		3% DOWN	3% DOWN
53%	\$ 587	\$ 70,000	\$ 24,271	\$ 67,900
53%	\$ 578	\$ 69,000	\$ 23,924	\$ 66,930
52%	\$ 570	\$ 68,000	\$ 23,578	\$ 65,960
51%	\$ 561	\$ 67,000	\$ 23,231	\$ 64,990
50%	\$ 553	\$ 66,000	\$ 22,884	\$ 64,020
50%	\$ 545	\$ 65,000	\$ 22,537	\$ 63,050
49%	\$ 536	\$ 64,000	\$ 22,191	\$ 62,080
48%	\$ 528	\$ 63,000	\$ 21,844	\$ 61,110
47%	\$ 520	\$ 62,000	\$ 21,497	\$ 60,140
46%	\$ 511	\$ 61,000	\$ 21,150	\$ 59,170
46%	\$ 503	\$ 60,000	\$ 20,804	\$ 58,200
45%	\$ 494	\$ 59,000	\$ 20,457	\$ 57,230
44%	\$ 486	\$ 58,000	\$ 20,110	\$ 56,260
43%	\$ 478	\$ 57,000	\$ 19,764	\$ 55,290
43%	\$ 469	\$ 56,000	\$ 19,417	\$ 54,320
42%	\$ 461	\$ 55,000	\$ 19,070	\$ 53,350
41%	\$ 452	\$ 54,000	\$ 18,723	\$ 52,380
40%	\$ 444	\$ 53,000	\$ 18,377	\$ 51,410
40%	\$ 436	\$ 52,000	\$ 18,030	\$ 50,440
39%	\$ 427	\$ 51,000	\$ 17,683	\$ 49,470
38%	\$ 419	\$ 50,000	\$ 17,336	\$ 48,500
37%	\$ 411	\$ 49,000	\$ 16,990	\$ 47,530
37%	\$ 402	\$ 48,000	\$ 16,643	\$ 46,560
36%	\$ 394	\$ 47,000	\$ 16,296	\$ 45,590
35%	\$ 385	\$ 46,000	\$ 15,950	\$ 44,620
34%	\$ 377	\$ 45,000	\$ 15,603	\$ 43,650
34%	\$ 369	\$ 44,000	\$ 15,256	\$ 42,680
33%	\$ 360	\$ 43,000	\$ 14,909	\$ 41,710
32%	\$ 352	\$ 42,000	\$ 14,563	\$ 40,740
31%	\$ 344	\$ 41,000	\$ 14,216	\$ 39,770
30%	\$ 335	\$ 40,000	\$ 13,869	\$ 38,800
30%	\$ 327	\$ 39,000	\$ 13,522	\$ 37,830
29%	\$ 318	\$ 38,000	\$ 13,176	\$ 36,860
28%	\$ 310	\$ 37,000	\$ 12,829	\$ 35,890
27%	\$ 302	\$ 36,000	\$ 12,482	\$ 34,920
27%	\$ 293	\$ 35,000	\$ 12,136	\$ 33,950
26%	\$ 285	\$ 34,000	\$ 11,789	\$ 32,980
25%	\$ 277	\$ 33,000	\$ 11,442	\$ 32,010
24%	\$ 268	\$ 32,000	\$ 11,095	\$ 31,040



EXHIBIT "H"



3063582
Page: 63 of 80
AM

COCONINO ENGINEERING

2708 NORTH FOURTH STREET, SUITE A1

FLAGSTAFF, ARIZONA 86004

PHONE: 520.527.1008 FAX: 520.527.1805

Project No. 96901.01

January 19, 2000

EXHIBIT C

A portion of that parcel of land described in Docket 1551, Page 396, Records of Coconino County, Arizona, located in the Southeast quarter of Section 27, Township 21 North, Range 7 East, Gila and Salt River Meridian, within the limits of the City of Flagstaff, Coconino County (R.C.C.), Arizona, more particularly described as follows:

Commencing at the Southeast Corner of said Section 27, from whence the South quarter Corner (S¼ Cor) of said Section 27 bears S 89°58'16" W a distance of 2656.62 feet (Basis of Bearings); Thence S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 1920.91 feet to the TRUE POINT OF BEGINNING;

Thence continue S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 74.88 feet to a non-tangent point of curvature of a curve concave to the Northwest, from whence the radius point bears N 11°06'10" W a distance of 4,360.80 feet;

Thence Northeasterly along the arc of said curve a distance of 491.27 feet, through a central angle of 06°27'17" to a point of tangency;

Thence N 72°26'33" E a distance of 57.43 feet;

Thence N 03°54'07" E a distance of 116.74 feet;

Thence N 22°42'39" W a distance of 643.28 feet;

Thence N 52°03'09" E a distance of 1,157.83 feet;

Thence N 77°43'18" E a distance of 172.16 feet;

Thence S 27°25'34" E a distance of 707.70 feet to a non-tangent point of curvature of a curve concave to the Southeast, from whence the radius point bears S 47°22'42" E a distance of 1776.75 feet;

Thence Southwesterly along the arc of said curve a distance of 125.48 feet through a central angle of 04°02'47" to a point of tangency;

(Continued on Page 2)

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV

P.M. 4/21/00
INT DATE



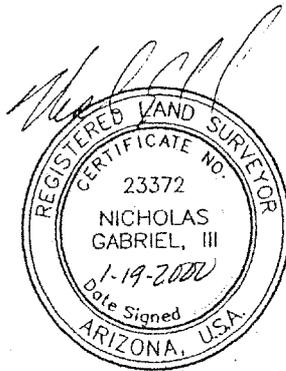
Thence S 38°34'31" W a distance of 350.00 feet to a point of curvature of a curve to the right, having a radius of 1140.00 feet;

Thence 673.85 feet along the arc of said curve, through a central angle of 33°52'02" to a point of tangency;

Thence S 72°26'33" W a distance of 387.89 feet to a point of curvature of a curve to the right, having a radius of 4375.80 feet;

Thence 419.47 feet along the arc of said curve, through a central angle of 05°29'33" to the Point of Beginning being a point on the South line of the said SE¼ of Section 27, also being a point on the South boundary of that parcel of land described in said Docket 1551, Page 396, R.C.C.;

Containing approximately 26.644 acres, all as shown on the attached "Exhibit C-1" made a part hereof by this reference.

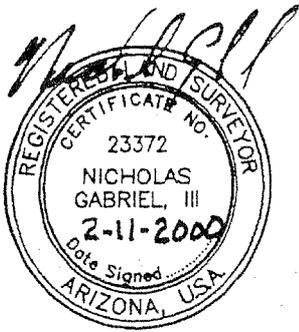


NICHOLAS GABRIEL, III
R.L.S. 23372

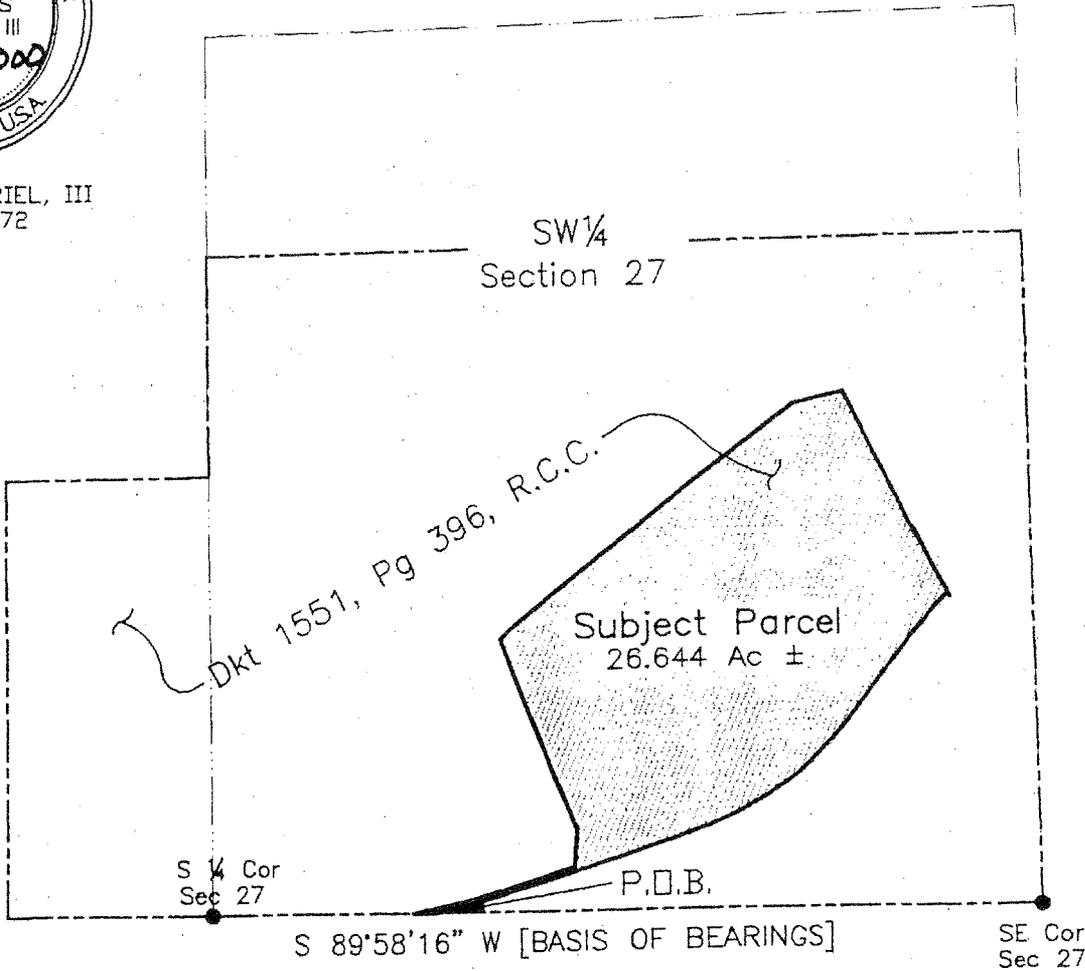
ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV
J.M. 4/21/00
INT DATE

Fairway Peaks c
Description

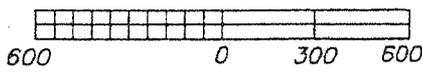
City File No. 04-99107



NICHOLAS GABRIEL, III
R.L.S. 23372



SCALE: 1" = 600'



ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV
P.M. 4/21/00
INT DATE

City File No. 04-99107

SCALE: 1' = ___ ft. Vert 1' = ___ ft. Horiz
DRAWN: N. Gabriel
DESIGN: N. Gabriel
CHECKED:
DATED: 19 JAN 2000



Coconino Engineering

2708 North Fourth Street - Suite A-1
Flagstaff, Arizona 86004 (520) 527-1008

REVISIONS	
DATE	INIT.
2/10/00	NG

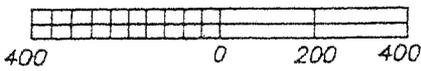
EXHIBIT C-1

A parcel of land in the SE1/4 of Sec 27
T.21N., R.7E., G & SRM, Coconino County, AZ

SHEET
1 OF 2
JOB No.
96901.01



SCALE: 1" = 400'



DETAIL

1" = 200'

S 89°58'16" W
74.88'

P.O.B.

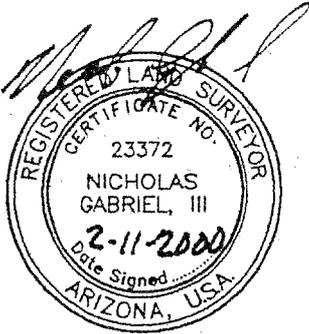
N 03°54'07" E
116.74'

N 72°26'33" E
57.43'

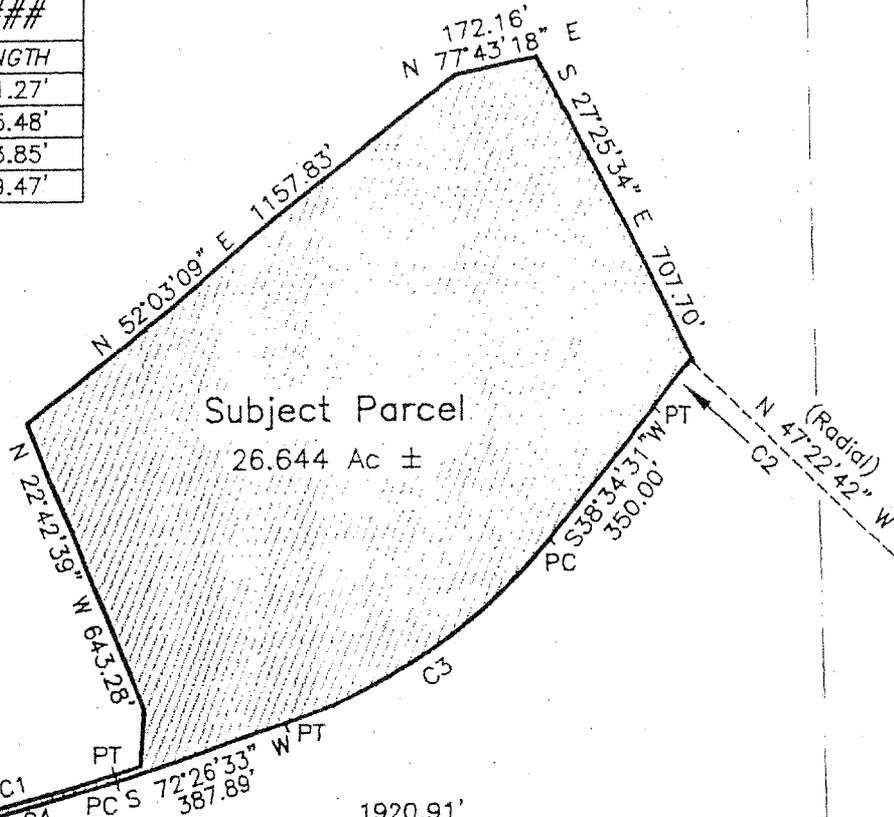
1920.91'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	4360.80'	06°27'17"	491.27'
C2	1776.75'	04°02'47"	125.48'
C3	1140.00'	33°52'02"	673.85'
C4	4375.80'	05°29'33"	419.47'



NICHOLAS GABRIEL, III
R.L.S. 23372



S ¼ Cor
Sec 27

S 11°06'10" E
(Radial)

S 89°58'16" W [BASIS OF BEARINGS]

P.O.B.

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV

INT DATE

P.M. 4/21/00

City File No. 04-99107

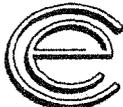
SCALE:
1" = ___ ft. Vert
1" = ___ ft. Horiz

DRAWN:
N. Gabriel

DESIGN:
N. Gabriel

CHECKED:

DATED:
10 FEB 2000



Coconino Engineering

2708 North Fourth Street - Suite A-1
Flagstaff, Arizona 86004 (520) 527-1008

REVISIONS
DATE INIT.

EXHIBIT C-1

A parcel of land in the SE1/4 of Sec 27
T.21N., R.7E., G & SRM, Coconino County, AZ

SHEET

2 OF 2

JOB No.

96901.01



3063582
Page: 87 of 80
AM

EXHIBIT "T"



3063582
Page: 68 of 80
AM

AVIGATION EASEMENT AGREEMENT

This Avigation Easement Agreement (the "Agreement") is made this ____ day of _____, 2000, between Vanderbilt Farms, L.L.C., an Arizona limited liability company (the "Grantor"), and the City of Flagstaff, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona (the "City").

RECITALS

A. Grantor is the developer and owner of that certain parcel of land situated in the County of Coconino, State of Arizona, more particularly described and set forth in Exhibit "A," attached hereto and incorporated by reference herein (the "Property").

B. Grantor desires to obtain approval for one or more of the following legislative and/or administrative actions respecting Grantor's property: rezoning; subdivision plat, conditional use permit; variance; lot split; comprehensive plan amendment or building permit.

C. Grantor's Property is located within an area over which existing and future flight operations of the Flagstaff Pulliam Airport (the "Airport") will occur.

D. The City has an avigation easement policy with respect to airspace in the vicinity of the Airport.

E. Grantor acknowledges that an essential nexus exists between the City's avigation easement policy and the City's need to protect the public's investment in the Airport improvements, to maintain and enhance flight operations of the Airport for the benefit of the public, and to ensure the compatibility of the Grantor's proposed use with the existing and future operations of the Airport. Grantor recognizes and acknowledges that developing and/or utilizing properties in close proximity to airports may lead to aircraft noise and that a rough proportionality exists between the City's avigation easement policy and the impact that Grantor's use would have on the Airport.

F. The City desires that Grantor grant an avigation easement to the City, and the Grantor desires to make such a grant to the City.

///

///

///



AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to the City for the benefit of the public a perpetual and exclusive easement to utilize the airspace 350 feet or higher above the Property for aviation purposes (the "Easement"). The Easement shall be used by the City for the passage of aircraft in connection with the existing and future flight operations of the Airport. Grantor specifically acknowledges that the Easement will be utilized for overflights above the Property from a minimum altitude of 350 feet to an infinite height above the surface of the Property (the "Airspace") by all aircraft landing or taking off from, or operated at or on the Airport (the "Airport Operations").

2. Grantor agrees that the Easement further allows aircraft the right to conduct all flight operations that are reasonable and necessary within the Airspace which shall include, but not be limited to, emitting all amounts of light and noise as are typically associated with such flight operations, and discharge of all amounts of dust, exhaust, fuel and lubricant particles as are typically associated with such flight operations. Grantor further acknowledges that the operation of aircraft within the Airspace may also cause noise and vibrations to occur on or near the Property.

3. Grantor further waives, releases, and discharges the City, including the mayor, city council and all employees thereof, from any and all liability for any and all claims of damages of any kind to persons or property that may presently exist or arise in the future in connection with the Airport Operations. Grantor further acknowledges that the frequency of aircraft takeoff and landing operations at the Airport, as well as noise levels related to expansion in the Airport Operations are likely to increase. In this regard, Grantor acknowledges that the rights, obligations and covenants contained herein shall not terminate or vary in the event of changes in the frequency flights and/or levels of noise, traffic patterns, runway lengths or locations, terminal locations or characteristics, or types or category of aircraft using the Airport.

4. This Agreement does not release the owners and operators of aircraft from liability for damages or injury to person or property of any nature, including without limitation those caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to the emission of all amounts of light and noise as are typically associated with flight operations from the Airport, and the discharge of all amounts of dust, exhaust, fuel and lubricant particles as are typically associated with such flight operations.

5. The parties acknowledge that for the purposes of this Agreement, the term "aircraft" shall include any device presently known or hereafter invented, used or designated for navigation or flight in the air.



The Grantor hereby executes this Agreement on the date set forth above.

GRANTOR

Vanderbilt Farms, L.L.C., an Arizona limited liability company

By: [Signature]

Its: Authorized Agent

STATE OF ARIZONA)

COUNTY OF Maricopa)

On this 2nd day of June, 2000, before me the undersigned Notary Public personally appeared John Beeding known to me as the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of Vanderbilt Farms, L.L.C., an Arizona limited liability company, for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission expires:

8-10-2001



KAY S. ETHERIDGE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
AUGUST 10, 2001



ACCEPTANCE

The City of Flagstaff, Arizona, a municipal corporation, does hereby accept the foregoing grant and easement and the terms and conditions thereof.

IN WITNESS WHEREOF, the City of Flagstaff has caused this acceptance to be executed by its Mayor pursuant to authority granted by its City Council, this _____ day of _____, 2000.

CITY OF FLAGSTAFF

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

APPROVED AS TO FORM:

By _____
CITY ATTORNEY



Exhibit "A"



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AM

EXHIBIT A

LEGAL DESCRIPTION FOR FAIRWAY PEAKS (Attachment to Development Agreement)

PARCEL 1

All of Section 34 of Township 21 North, Range 7 East, Gila and Salt River Meridian, in the City of Flagstaff, Coconino County, Arizona, EXCEPT the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) thereof.

Containing approximately 606.454 Acres

PARCEL 2

A portion of that parcel of land described in Docket 1551, Page 396, Records of Coconino County, Arizona, located in the Southeast quarter of Section 27, Township 21 North, Range 7 East, Gila and Salt River Meridian, within the limits of the City of Flagstaff, Coconino County (R.C.C.), Arizona, more particularly described as follows:

Commencing at the Southeast Corner of said Section 27, from whence the South quarter Corner (S $\frac{1}{4}$ Cor) of said Section 27 bears S 89°58'16" W a distance of 2656.62 feet (Basis of Bearings); Thence S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 1920.91 feet to the TRUE POINT OF BEGINNING;

Thence continue S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 74.88 feet to a non-tangent point of curvature of a curve concave to the Northwest; from whence the radius point bears N 11°06'10" W a distance of 4,360.80 feet;

Thence Northeasterly along the arc of said curve a distance of 491.27 feet, through a central angle of 06°27'17" to a point of tangency;

Thence N 72°26'33" E a distance of 57.43 feet;

Thence N 03°54'07" E a distance of 116.74 feet;

(Continued on Page 2)

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AM

Thence N 22°42'39" W a distance of 643.28 feet;

Thence N 52°03'09" E a distance of 1,157.83 feet;

Thence N 77°43'18" E a distance of 172.16 feet;

Thence S 27°25'34" E a distance of 707.70 feet to a non-tangent point of curvature of a curve concave to the Southeast, from whence the radius point bears S 47°22'42" E a distance of 1776.75 feet;

Thence Southwesterly along the arc of said curve a distance of 125.48 feet through a central angle of 04°02'47" to a point of tangency;

Thence S 38°34'31" W a distance of 350.00 feet to a point of curvature of a curve to the right, having a radius of 1140.00 feet;

Thence 673.85 feet along the arc of said curve, through a central angle of 33°52'02" to a point of tangency;

Thence S 72°26'33" W a distance of 387.89 feet to a point of curvature of a curve to the right, having a radius of 4375.80 feet;

Thence 419.47 feet along the arc of said curve, through a central angle of 05°29'33" to the Point of Beginning being a point on the South line of the said SE¼ of Section 27, also being a point on the South boundary of that parcel of land described in said Docket 1551, Page 396, R.C.C.;

Containing approximately 26.644 acres.

PARCEL 3

A portion of that parcel of land described in Docket 1551, Page 396, Records of Coconino County, Arizona, located in the Southeast quarter of Section 27, Township 21 North, Range 7 East, Gila and Salt River Meridian, within the limits of the City of Flagstaff, Coconino County (R.C.C.), Arizona, more particularly described as follows:

BEGINNING at the Southeast Corner of said Section 27, from whence the South quarter Corner (S¼ Cor) of said Section 27 bears S 89°58'16" W a distance of 2656.62 feet (Basis of Bearings); Thence S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 1,455.78 feet;

Thence N 72°26'33" E a distance of 363.19 feet to a point of curvature of a curve to the left having a radius of 1,260.00 feet;

Thence 744.78 feet along the arc of said curve through a central angle of 33°52'02" to a point of tangency;



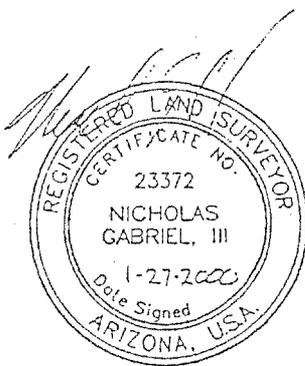
Thence N 38°34'31" E a distance of 350.00 feet to a point of curvature of a curve to the right, having a radius of 1,656.75 feet;

Thence along the arc of said curve a distance of 369.84 feet more or less, through a central angle of 12°47'24" more or less, to a point on the East line of the said SE¼ of Section 27, being also a point on the East boundary of that parcel of land described in said Docket 1551, Page 396, R.C.C.;

Thence S 01°22'39" E along said East line and boundary, a distance of 1.059.51 feet to the Point of Beginning

Containing approximately 13.465 acres.

Containing in aggregate 646.563 acres.



NICHOLAS GABRIEL, III
R.L.S. 23372



EXHIBIT "J"



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AM

FAIRWAY PEAKS
Conceptual Development Phasing Schedule
2000-2005

2000 - Phase I - Golf Course clearing and grading and temporary FUTS trail.

2001 - Phase II

Off-Site Construction

1. Reclaimed wastewater transmission line;
2. 20" water line along west subdivision boundary;
3. Sewer outfall to Bow and Arrow Wash;
4. JWP from Lake Mary Road to first intersection inside west Subdivision boundary (temporary Main Entrance);
5. Temporary unpaved access to Zuni Drive and Lone Tree Road.

On-Site Construction

1. Commence Golf Course and regional detention facilities;
2. Single Duplex Lots - 113 Units
3. Duplex Lots - 47 Units
160 Units

2002 - Phase III

Off-Site Construction

1. JWP to permanent entrance (at permanent Clubhouse site), including paved FUTS and 20" waterline;
2. Unpaved FUTS section to east Subdivision boundary;
3. Lone Tree Road connection and permanent FUTS parking area.

On-Site Construction

1. Commence construction of clubhouse and recreational facilities;
2. Commence maintenance facility;
3. Single Family Lots - 99 Units
4. Duplex Lots - 50 Units
149 Units



2003 - Phase IV

Off-site Construction

1. Extend JWP and paved FUTS from clubhouse to the Affordable Housing Site, including a 20" waterline.

On-Site Construction

1. Complete main Loop Road;
 2. Complete permanent clubhouse and recreational facilities;
 3. Single Family Lots - 98 Units
 4. Duplex Lots - 113 Units
 5. Affordable Housing - 40 Units
- 251 Units

2004 - Phase V

On-Site Construction

1. Single Family Lots - 100 Units
 2. Duplex Lots - 50 Units
 3. Affordable Housing - 45 Units
- 195 Units
4. Complete JWP to east subdivision boundary.

2005 - Phase VI

On-Site Construction

1. Single Family Lots - 114 Units
 2. Duplex Lots - 51 Units
 3. Condominiums - 210 Units
 4. Affordable Housing - 40 Units
- 415 Units

NOTE: The number of units in each phase are estimated.



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elaine Averitt, Planning Development Manager
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE:

Consideration and Approval of Preliminary Plat PPPL2013-0005: Miramonte Homes for Forest Springs Unit 2 subdivision, a residential townhouse subdivision with seventy (70) lots/units. The site is 15.1 acres in size and is located at 1115 North Flowing Springs Trail in the MR, Medium Density Residential zone.

RECOMMENDED ACTION:

Approve the Preliminary Plat as recommended by the Planning and Zoning Commission.

Policy Decision or Reason for Action:

The Planning and Zoning Commission shall base a recommendation, and the City Council shall find the proposed Preliminary Plat meets the requirements of the City of Flagstaff Zoning Code, Title 11, General Plans and Subdivisions and the City of Flagstaff, Engineering Design and Construction Standards and Specifications for New Infrastructure.

Financial Impact:

No financial liabilities to the City are anticipated by the approval of this preliminary plat.

Connection to Council Goal:

Retain, expand, and diversify economic base.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the plat as recommended by the Planning and Zoning Commission. 2. Approve the plat subject to no conditions, additional conditions, or modified conditions. 3. Deny approval of the plat based on non-compliance with the zoning code and/or the Flagstaff Engineering Design and Construction Standards and Specifications for New Infrastructure.

Background/History:

The applicant, Miramonte Homes, is requesting preliminary plat approval to permit a seventy (70) lot, residential townhouse subdivision on 15.1 acres. Forest Springs Unit 1 subdivision has been completed, although some townhomes are still being constructed. Forest Springs Unit 2 is located just west of Unit 1. The lots in Unit 2 range in size from roughly 3,000 sq ft to 7,375 sq ft. All buildings are designed as attached twin townhouse modules, with one unit having a recessed garage facing the street and the second unit with a side-loaded garage. The Forest Springs development is located generally between Interstate 40 and Butler Avenue and is accessed from Fourth Street. Six townhouse unit models are available which include one-story and two-story designs, and two units specifically designed for uphill lots and for downhill lots. The subdivision proposes a net density of 7.7 dwelling units per acre. The lot standards for the MR zone include minimum lot area of 1,440 sq ft, 35-foot height limit, 10-foot front building setback, 15-foot rear and 5-foot side setbacks. All of the proposed lots meet the minimum development requirements.

Community Involvement:

Inform. The existing site zoning allows the proposed subdivision. No public hearings are required as part of a subdivision plat review. No members of the public commented on this plat at the Planning and Zoning Commission meeting. The Planning and Zoning Commission reviewed the preliminary plat at their meeting on September 25, 2013.

Attachments: [P&Z Minutes \(draft\)](#)
 [P&Z Report](#)
 [P-Plat cover sheet](#)
 [P-Plat area map](#)
 [P-Plat utilities & boundary](#)
 [P-Plat resource map](#)
 [P-Plat lot dimensions](#)



MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, September 25, 2013
City of Flagstaff, Council Chambers

CALL TO ORDER

Chairman Carpenter called the meeting to order at 4:03 p.m.

COMMISSION MEMBERS:

PRESENT: David Carpenter, Chairman; Paul Moore; Jim McCarthy; Justin Ramsey;
Tina Pfeiffer; Stephen Dorsett, Vice Chairman; Steve Jackson

CITY STAFF:

Mark Sawyers, Staff Liaison
David Wessel, FMPO Manager
Becky Cardiff, Recording Secretary

I. GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

- 1) Special meeting of September 11, 2013.

Commissioners tabled the approval of the minutes until next meeting due to not receiving a copy of the minutes.

II. Other Business

1. Preliminary Plat for Forest Springs Townhomes Unit 2 Pages 1-9

Address:	1115 N Flowing Springs
Assessor's Parcel Number:	107-44-053
Property Owner:	Miramonte Homes
Applicant:	Mogollon Engineering
Application Number:	PPPL 2013-0005
City Staff:	Elaine Averitt
Action Sought:	Preliminary Plat Approval

A request for Preliminary Plat approval for the Forest Springs Townhouse Subdivision Unit 2 located at 1115 N. Flowing Springs Trail in the MR, Medium Density Residential zone.

Ms. Averitt gave a PowerPoint presentation on the proposed preliminary plat and answered questions from the Commissioners.

David Wessel, FMPO Manager, was present and answered Commissioner Ramsey's questions about the future of Butler Avenue.

Kent Hotsenpillar, Mogollon Engineering, on behalf of the owner, answered questions from Commissioners.

Motion: Move to recommend to City Council approval of PPPL 2013-0005 as submitted

Action: Recommend to City Council for approval Moved by: Chairman Carpenter

Seconded by: Commissioner McCarthy. Motion carried 6 to 1 with Commissioner Ramsey dissenting.

2. Draft Flagstaff Regional Plan 2030-Place Matters-Discussion and potential recommendation by The Planning and Zoning Commission

City Staff: David Wessel, FMPO Manager

Mr. Wessel would like the commissioners to submit their proposed revisions to Staff by October 2nd. All proposed revisions submitted by the Commission will be compiled into one document and given to the Commission with the next meeting package. Mr. Wessel gave a PowerPoint presentation on the land use chapter and answered questions from the Commissioners.

Commissioner McCarthy discussed his proposed revisions and will submit them and his grammatical revisions to Staff.

Extensive discussion was held on the Regional Plan and proposed revisions and modifications. Mr. Jim Cronk, Planning Director, Mr. Sawyers and Mr. Wessel all answered Commissioners questions and clarified several items within the Plan.

Mr. Cronk discussed the recommended path forward and restated for the Commissioners to submit their revisions, modifications and comments to Staff by October 2nd.

III. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

None given

ADJOURNMENT

The meeting was adjourned at 8:41 p.m.

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PPPL2013-0005

DATE: September 19, 2013
MEETING DATE: September 25, 2013
REPORT BY: Elaine Averitt
CONTACT: 928-213-2616

REQUEST:

A request for Preliminary Plat approval for the Forest Springs Townhouse Subdivision Unit 2 located at 1115 N. Flowing Springs Trail in the MR, Medium Density Residential zone.

STAFF RECOMMENDATION:

Staff recommends the Commission forward the preliminary plat to the City Council with a recommendation for conditional approval.

PRESENT LAND USE:

Existing townhouse subdivision (some townhomes still under construction) containing 52 lots located on 12.52 acres (Unit 1); the remaining 15.1 acres is undeveloped land (Unit 2).

PROPOSED LAND USE:

Planned Townhouse subdivision containing 70 lots located on 15.1 acres (Unit 2).

NEIGHBORHOOD DEVELOPMENT:

North: Summit Park Condominiums - HR zone; and Interstate 40;
East: Phase 1 of Forest Springs (52 units) – MR zone;
South: Pinehurst Apartments (84 units) - HC zone/CUP; and undeveloped – HC zone;
West: Undeveloped - RR zone.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed preliminary plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11 General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW

Introduction

In November and December of 2001, Banovac Development Corporation received tentative plat approval from the City of Flagstaff to develop 53 townhouses. The developer did not record a final plat until November 28, 2005 for a 52 lot Townhouse Subdivision on 31.71 acres.

In September 2006 City Council approved a request for tentative plan approval of Phase/Unit 2 consisting of 15.1 acres of land and proposing a total of 70 townhouse lots ranging in lot size from a minimum of 2,998 square feet to a maximum lot size of 7,375 square feet. The impact analysis evaluated the entire development of 122 townhomes. The first set of civil plans for Phase 2 were submitted after receiving tentative plat approval; however, the plat never proceeded beyond that stage. Several development standards have changed since 2006, including a new Zoning Code, new driveway ordinance, new storm water standards, a new method of calculating tree resources, and new engineering standards. As such, a new conceptual plat application was reviewed by staff in August 2012 and a preliminary plat application was reviewed by staff in May 2013. The preliminary plat was approved by the Inter-Division Staff (IDS) with conditions on July 29, 2013.

General Plan/Specific Plan Conformance

The *Regional Land Use and Transportation Land Use Plan* designates the subject parcel as Medium Density Residential. The Medium Density Residential category provides for a net density range of 6 to 12 dwelling units per acre. The property is also regulated by *Fairfield Continental Country Club Specific Area Plan/Density Schedule* that allows 280 dwelling units on the subject property. The net density equals 7.71 dwelling units per acre (subtracting streets and utilities only), which complies with the Regional Land Use Plan designation. Note that the net density on Sheet No. 1 states 14.80 (subtracting streets, utilities, plus drainage and open space). However, per the Zoning Code the net density should not subtract open space. The subject site currently has MR zoning which allows up to 9 gross units per acre within the Resource Protection Overlay.

Zoning Requirements

The property is zoned MR, Medium Density Residential zone. The proposed development of 70 dwelling units for the site is within the density required by the *Flagstaff Zoning Code (Section 10-40.30.030)*.

The Townhouse Building Type permits a minimum lot area of 1,440 square feet (18' width by 80' depth). The lots within Forest Springs Townhouse Subdivision comply with the Townhouse Building Type Standards (Section 10-50.110.120) and Building Form Standards of the MR zone.

The Open Space requirement in the MR zone is 15% of the gross lot area, and may include areas set aside for resource preservation. For the development within Phases 1 and 2, this equals approximately 4.14 acres of property devoted to open space. The proposal accomplishes, and exceeds this requirement by providing approximately 11.42 acres of open space, all of which is contained off-lot. Additional open space was dedicated by the developer to the City to be used for floodplain management as well as the future construction of a FUTS trail along the Switzer Wash. In addition, the Townhouse planned residential development requires a minimum of 15% of the lot area to be Private Open Space, and the preliminary plat demonstrates this.

The *Flagstaff Zoning Code* requires the subdivision to comply with the landscape Street Buffer standards and Landscaping around Buildings--"Foundation Planting" (Section 10-50.60.040). The designers have provided a complete and compliant landscaping plan which is attached with this submittal. Landscaping requirements are noted on the preliminary Landscape Plan. Existing and new vegetation will be utilized to meet the requirements.

The townhouse units are both one and two stories in height and contain a two-car garage on the first floor. The plat provides six unit types: A, B, C, D, E and F. Unit A, which is a single-story townhouse unit, contains approximately 1,398 square feet of livable area. Unit B is two-story townhouse unit containing approximately 1,856 square feet. Both unit types contain three bedrooms. Unit D has four bedrooms and 2,370 square feet. Unit E offers a master suite on the first floor, is designed to fit into the footprint certain lots and give buyers more options; it has three or four bedrooms

and 2,040 square feet. Units C and F, an uphill and downhill model, are proposed for steeper sloped lots in Phase 2. Units A/A and units B/B will be paired together creating a twin-house form of townhome. Each twin-townhouse module will have one side-loading garage and one front-loading garage. The front-loading garage will be recessed from the street side. The front-loading garages will be utilizing a carriage-style garage door to further add to the street interest. The side-loaded garage along the street will retain windows that give the overall appearance of one large house instead of two townhouse dwelling units. The six model types meet Architectural Design Standards in the Flagstaff Zoning Code (Section 10-50.20.030). Colored renderings are provided for A, B, D, and E in the P&Z packet.

With the preliminary plat review, the Site Planning Design Standards were applied and approved. The following information highlights the Circulation Systems and architectural character criteria. The development has created a comprehensive internal pedestrian system with connection to the Flagstaff Urban Trails System and the pedestrian system that connects to Fourth Street. In Unit 1 the required improved public open space was depicted with a ramada, picnic tables and grills, and trails connecting all of the enhancements. These improvements were not completed. The new owner of Forest Springs Unit 1 and 2 has committed to building the improved public open space. The primary building entrances in all of the unit types are clearly identifiable and maintain a pedestrian scale. The garage entrances are recessed or side loaded as discussed in the introduction. The building materials include hardi-plank lap and hardi-shingle sidings that portray traditional building materials that create a balanced residential scale and mass to the elevation (see colored renderings). These materials are durable and require less maintenance.

Natural Resource Protection Standards

Resource calculations are required for the MR zoned parcel. (The designers have provided calculations of existing resources on the property to be disturbed and to be retained for the second phase). In this case, the Flagstaff Zoning Code requires that 50% of the forest resources located within the MR zoned areas are retained per the point technique. Furthermore, the zoning code requires 70% of 17-24.9% slopes and 80% of the 25% and over qualifying slopes to be protected in the MR zone. The Phase 2 site contains forest and 17-24.9% slopes as well as 25% and greater slope resources. The following table shows total resources with protection results. The proposal exceeds resource protection requirements.

RESOURCE PROTECTION LAND IN THE MR ZONE

RESOURCE	TOTAL SQ. FT.	REQUIRED PROTECTION LEVEL & POINTS	PROTECTED LEVEL & PROTECTED SQ. FT.
Forest	757,788 Sq. Ft. 3821 points	50% of points 1,911 points	54.80% 2,094
Slope 17 – 24.9%	76,561	70% 53,593	69.6% 53,345 (247 SqFt deficient)
Slope 25% and greater	25,876	80% 21,478	83.0% 23,368 (excess 777 SqFt)

* Once a total of 530 square feet of excess slope protection is credited to the forest protection the forest protection figures are 2,094 points saved or 54.80% forest resource protected.

The above calculations reveal that resources will be protected above the minimum resource protection thresholds within the MR zone.

With respect to the tree resources, the Fire Department will require tree thinning to occur on the site prior to combustible building material being brought onsite.

SYSTEMS ANALYSIS:

- **Access and Traffic**

Mogollon Engineering prepared the original traffic statement for Phases 1 and 2.

Access to the subdivision is available from two driveways from Fourth Street. These private streets interconnect into the property and will provide access to Phase 2 as shown on sheet 2 of 5. The entire proposed subdivision (Phases 1 & 2) is estimated to generate approximately 715 daily trips, with a net PM peak hour generation of 66 additional trips to the existing PM peak-hour, and a new AM peak of 54 additional trips to the existing, AM peak hour.

The City's Traffic Engineer accepted the traffic statement report that was completed in 2005. The developer was required to widen Fourth Street to the ultimate section of a 5-lane arterial on the west side of the street (including curb gutter and 10 foot wide FUTS). The FUTS meanders in and out of the right-of-way. The proposed private street cross-section incorporates pedestrian facilities consisting of 4-foot wide sidewalks on one side of the street as depicted in the Preliminary Plat. New engineering standards require private streets to be constructed to public street standards. If applied to Phase 2, this would require the plat to be redesigned causing Phase 2 to have a different character than Phase 1. Staff determined that Phase 2 could use the same standard as Phase 1 with respect to the private street cross-sections.

- **Water**

The proposed subdivision will be serviced by the Zone C water pressure system. The proposed, looped eight (8)-inch water main will service the development and will be public. The eight (8)-inch water line will extend into through the Subdivision with two connections: one connection made to the existing twelve (12)-inch water line located within Fourth Street and second connection made to the existing eight (8)-inch water line stubbed out from the southeast corner of Summit Park Condominiums. Five new on-site fire hydrants will be required for the subdivision.

- **Wastewater**

The proposed eight (8)-inch sewer mains into the site will also be public, with one connection being made to the existing twenty-one (21)-inch sewer main located in the bottom of the Switzer Wash.

The impact analysis demonstrates ample capacity within the subdivision. The water and wastewater impact reports have been prepared and accepted by the City's Utilities Department.

- **Stormwater**

The proposed development is providing one on-site stormwater detention basin located adjacent to the Switzer Wash. The Stormwater Manager has preliminarily accepted the location of the basin. The preliminary drainage report has also been accepted.

Since 2006, new Stormwater standards are required for new developments. The developer chose to modify the proposed detention basin and use Low Impact Development (LID) standards to meet the new requirements, as shown on Sheet 2 of 5.

RECOMMENDATION:

The Inter-Division Staff considered this plat on 07/29/13 and approved the preliminary plat with conditions. It is recommended that the Planning and Zoning Commission approve the preliminary plat and forward their recommendation to the City Council, subject to the IDS conditions of approval of 07/29/13.

Attachments:

- Application
- Location Map
- IDS conditions of approval, 07/29/13
- Preliminary Plat "Forest Springs Unit 2" (5 sheets, plus Landscaping Plan)
- Colored elevations

PRELIMINARY PLAT OF FOREST SPRINGS UNIT 2

TRACT "A" OF FOREST SPRINGS TOWNHOMES
UNIT 1, CASE 9, MAP 92
LOCATED IN THE SW 1/4 OF SECTION 13,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

UTILITY COMPANY ACKNOWLEDGMENT

UNIGOURCE ENERGY	DATE
CENTURYLINK	DATE
ARIZONA PUBLIC SERVICE	DATE
SUDDENLINK	DATE

TOWNHOUSE BUILDING TYPE STANDARDS

MINIMUM LOT AREA:	1,440 S.F.
MINIMUM LOT WIDTH:	18'
MINIMUM LOT DEPTH:	80'
NUMBER OF UNITS:	1
PRIVATE OPEN SPACE AREA:	15% OF LOT AREA
PRIVATE OPEN SPACE WIDTH:	10' (MIN)
PRIVATE OPEN SPACE DEPTH:	10' (MIN)
MAIN BODY WIDTH:	18' (MIN) - 36' (MAX) / UNIT
MAXIMUM BUILDING HEIGHT:	35'

MR ZONING STANDARDS

FRONT SETBACK:	2ND FLOOR & BELOW = 10' ABOVE 2ND FLOOR = 15'
SIDE SETBACK:	5'
REAR SETBACK:	15'
BUILDING HEIGHT:	35' (MAX)
BUILDING COVERAGE:	40% (MAX)
MINIMUM DENSITY:	6 UNITS/ACRE
MAXIMUM DENSITY W/IN R.P.O.:	9 UNITS / ACRE

UTILITY INFORMATION

WATER:	CONNECT TO UNIT 1 INFRASTRUCTURE
SEWER:	CONNECT TO UNIT 1 INFRASTRUCTURE
ELECTRICITY:	CONNECT TO UNIT 1 INFRASTRUCTURE
TELEPHONE/CATV:	CONNECT TO UNIT 1 INFRASTRUCTURE
NATURAL GAS:	CONNECT TO UNIT 1 INFRASTRUCTURE
STORMWATER:	COLLECTION AND MITIGATION SHALL BE A PRIVATE SYSTEM AND MAINTAINED BY THE HOME OWNERS ASSOCIATION

PROJECT INFORMATION

SUBDIVISION NAME:	FOREST SPRINGS UNIT 2
LEGAL DESCRIPTION:	TRACT "A" OF FOREST SPRINGS TOWNHOMES UNIT 1
PROJECT LOCATION:	1115 N. FLOWING SPRINGS TR.
APN NUMBER:	107-44-053
GROSS ACREAGE:	15.0941 ±
NET ACREAGE:	4.7301 ±
NUMBER OF LOTS:	70
GROSS DENSITY:	4.64 UNITS / ACRE
NET DENSITY:	14.80 UNITS / ACRE
CURRENT USE:	VACANT
PROPOSED USE:	TOWNHOMES
APPROXIMATE CUT:	5300 C.Y.
APPROXIMATE FILL:	1800 C.Y.
OWNER/DEVELOPER:	MIRAMONTE AT FOREST SPRINGS LLC 2492 E. RIVER RD., SUITE 100 TUCSON, AZ 85718 (520) 615-8900

LANDSCAPING

A LANDSCAPING PLAN SHALL BE SUBMITTED WITH CONSTRUCTION DOCUMENTS, ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH DIVISION 10-50.60 OF THE CURRENT ZONING CODE.

OUTDOOR LIGHTING

PROJECT IS LOCATED IN LIGHTING ZONE 3. MAXIMUM LUMEN OUTPUT SHALL BE IN ACCORDANCE WITH TABLE 10-50.70.050.A OF THE ZONING CODE.

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

WATER & SEWER SERVICES

ALL NEW SEWER SERVICES SHALL BE 4" AND ALL NEW WATER SERVICES SHALL BE A 1" WATER SERVICE LINE CONNECTED TO (2) 3/4" WATER METERS FOR DOMESTIC SERVICE.

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FEMA ZONE "X"

LID / RAINWATER HARVESTING

USE OF NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH C.O.F. LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

TRAFFIC CONTROL

A STOP SIGN WILL BE PLACED AT ALL NEW INTERSECTIONS.

DRAINAGE NOTES

FOREST SPRINGS UNIT 2 DRAINAGE REPORT PREPARED BY AGAVE ENGINEERING, DATED 12/8/06; AND ADDENDUM #1 PREPARED BY MOGOLLON ENGINEERING & SURVEYING, INC. DATED 7/2/15 AND SUBMITTED WITH PRELIMINARY PLAT ADDRESSING CONVERTING THE ORIGINAL DETENTION BASIN DESIGN INTO AN EXTENDED DETENTION BASIN TO MEET CURRENT C.O.F. L.I.D. STANDARDS.

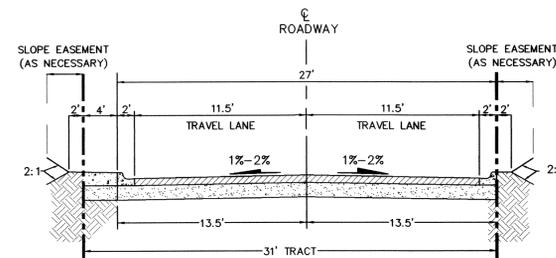
IMPERVIOUS AREAS

BUILDINGS: 121,065 S.F.
ROADWAY: 60,165 S.F.
DRIVEWAYS: 30,100 S.F.
SIDEWALKS: 14,600 S.F.
TOTAL: 226,530 S.F.

SEE SHEET 2 FOR EXTENDED DETENTION BASIN DESIGN

C.C.&R.'s

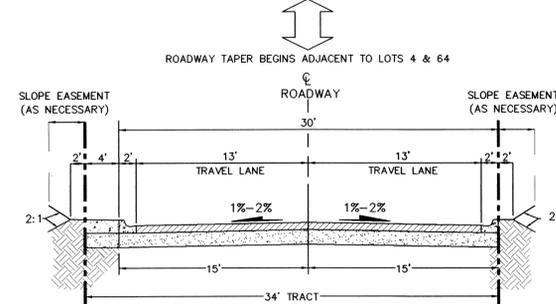
UNIT 2 HOME OWNERS WILL BE INCORPORATED INTO THE UNIT 1 HOME OWNERS ASSOCIATION. C.C.&R. INSTRUMENT No. 3475065



TYPICAL ROADWAY SECTION

COLD SPRINGS TR. & SOUTHERN N.T.S.
HALF OF WATERSIDE DR.

ROADWAY TAPER ENDS ADJACENT TO LOTS 8 & 61

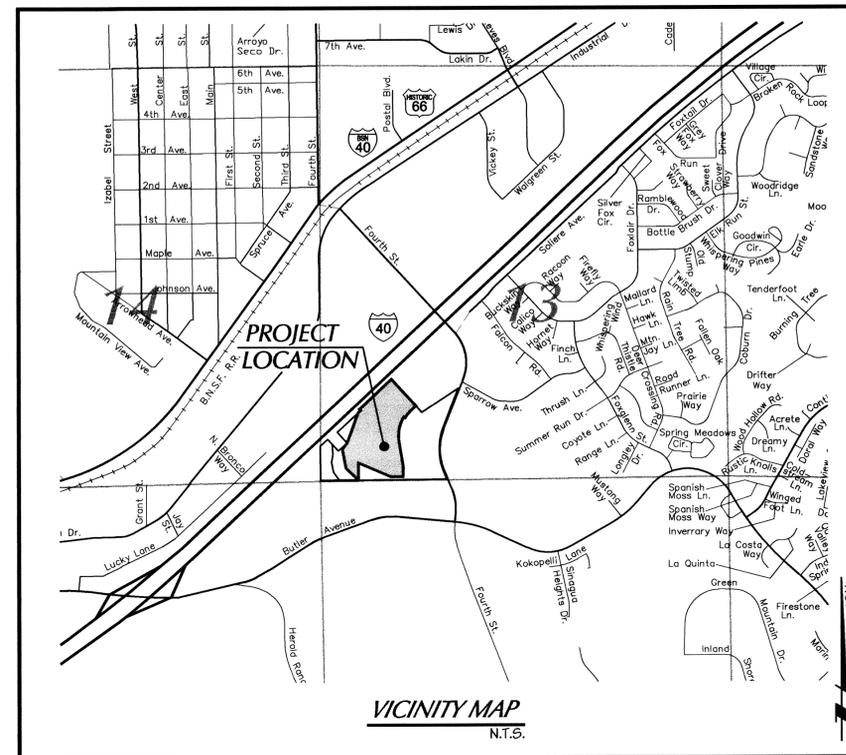


TYPICAL ROADWAY SECTION

NORTHERN HALF OF WATERSIDE DR. N.T.S.

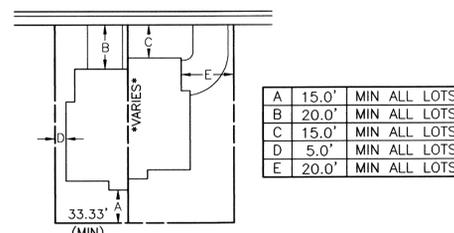
PRIVATE ROADWAY NOTE

ALL NEW ROADWAYS WITHIN THE SUBDIVISION SHALL BE PRIVATE ROADWAYS, OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION. THE ROADS WILL BE LOCATED IN TRACT "M" WHICH IS A PRIVATE ROADWAY EASEMENT AND A PUBLIC UTILITY EASEMENT.



VICINITY MAP

N.T.S.



TYPICAL UNIT AND SETBACKS

N.T.S.

INDEX TO SHEETS

- 1 COVER SHEET
- 2 AREA MAP
- 3 UTILITIES AND BOUNDARY
- 4 RESOURCE MAP
- 5 LOT DIMENSIONS



TOPOGRAPHIC AND RESOURCE INFORMATION SHOWN ON THESE DOCUMENTS ARE AS PROVIDED BY THE OWNER OF THE PROPERTY. ADDITIONAL FIELD SURVEYING WAS COMPLETED BY MOGOLLON ENGINEERING & SURVEYING, INC FROM OCTOBER 2004 THROUGH JANUARY 2005.

Mogollon ENGINEERING & SURVEYING
 411 W. Santa Fe Avenue, Flagstaff, AZ 86001
 P.O. Box 1902, Flagstaff, AZ 86002
 Phone: 928-214-0014 • Fax: 928-918-0015

FOREST SPRINGS UNIT 2
 PRELIMINARY PLAT
 COVER SHEET

DATE: 7/15/13
 DESIGNED BY: MHE
 DRAWN BY: MHE
 CHECKED BY: KUMPHRE

REVISIONS: PER C.O.F. COMMENTS DATED 6/3/15
 PROJECT NO: 18990
 FN: SHEET 01 DNG
 VERT SCALE: N/A
 HOR SCALE: N/A



PRELIMINARY PLAT OF FOREST SPRINGS UNIT 2

TRACT "A" OF FOREST SPRINGS TOWNHOMES
UNIT 1, CASE 9, MAP 92
LOCATED IN THE SW 1/4 OF SECTION 13,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

ORIGINAL DETENTION BASIN DESIGN
PER FOREST SPRINGS UNIT 2 DRAINAGE REPORT PREPARED BY AGAVE ENGINEERING, DATED 12/18/06.

DETENTION BASIN ID	2-YEAR OUTFLOW (C.F.S.)	10-YEAR OUTFLOW (C.F.S.)	100-YEAR OUTFLOW (C.F.S.)	2-YEAR VOLUME (C.F.)	10-YEAR VOLUME (C.F.)	100-YEAR VOLUME (C.F.)	2-YEAR ELEVATION /DEPTH (FT)	10-YEAR ELEVATION /DEPTH (FT)	100-YEAR ELEVATION /DEPTH (FT)
NO. 1	1.07	6.41	24.25	8941	18248	35950	6802.21 (1.21)	6802.89 (1.89)	6804.04 (3.04)
				ELEVATION (FT)	AREA (SF)	VOLUME SUM (CF)			
				6801.00	500	0			
				6801.50	6864	1536			
				6802.00	12534	6315			
				6803.00	14668	19902			
				6804.00	16859	35853			
				6805.00	19106	53624			

L.I.D. - DETENTION AND RAINWATER HARVEST IMPERVIOUS SURFACE CALCULATIONS

EXISTING SITE (15.09 AC.)
TOTAL EX. IMPERVIOUS SURFACE = 0 S.F.

DEVELOPED SITE (657,320 S.F., 15.09 AC.)
NEW ROOFS = 121,665 S.F.
NEW A.C. DRIVES & CURBS = 60,165 S.F.
NEW CONCRETE SIDEWALKS & PATHWAYS = 14,600 S.F.
NEW CONCRETE DRIVEWAYS = 30,100 S.F.
TOTAL DEVELOPED IMPERVIOUS SURFACE = 226,530 S.F.

RAINWATER HARVESTING REQUIREMENTS:
USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

LOW IMPACT DEVELOPMENT REQUIREMENTS:
226,530 SF (TOTAL IMP. SURFACE) x 1/2 = 113,265 S.F.

ABSORPTION SURFACE AREA REQUIRED PER AAC R-18-9-A312(D):
SANDY LOAM SOIL TYPE; SAR=0.40 GAL/DAY/S.F.
PERCOLATION RATE(R)=10 MIN/1"=0.5FT/HR.; INFILTRATION TIME(T)=24 HR.
CLOGGING FACTOR(C)=50%; AREA REQD=VOL/(RxC)
AREA REQD=10878 CF/(0.5 FT/HR x 24 HR x 0.50)=3146 S.F.

REVISED EXTENDED DETENTION BASIN VOLUMES

ELEVATION (FT)	AREA (SF)	VOLUME SUM (CF)
6801.00	3390	0
6801.50	11495	3521
6802.00	12534	9577
6803.00	14668	23114
6804.00	16859	38864
6805.00	19106	56835

NOTE: DETENTION BASIN BOTTOM WILL BE MODIFIED BY PROVIDING AN EXPANDED LID BIO-RETENTION AREA AT 6801 (3390 S.F.) AND MODIFYING THE ORIGINAL BOTTOM ELEVATION AT THE OUTSIDE EDGES FROM 6802 TO 6801.50 (11495 S.F.) TO PROVIDE THE REQUIRED RCV AT THE RETAINED 2-YR WATER SURFACE ELEVATION.

REVISED EXTENDED DETENTION BASIN DESIGN
PER FOREST SPRINGS UNIT 2 DRAINAGE REPORT ADDENDUM No. 1 PREPARED BY MOGOLLON ENGINEERING, DATED 6/20/13.

DETENTION BASIN ID	2-YEAR OUTFLOW (C.F.S.)	10-YEAR OUTFLOW (C.F.S.)	100-YEAR OUTFLOW (C.F.S.)	2-YEAR VOLUME (C.F.)	10-YEAR VOLUME (C.F.)	100-YEAR VOLUME (C.F.)	2-YEAR ELEVATION /DEPTH (FT)	10-YEAR ELEVATION /DEPTH (FT)	100-YEAR ELEVATION /DEPTH (FT)
NO. 1	0.13	2.49	23.42	18747	24020	42266	6802.70 (1.70)	6803.06 (2.06)	6804.20 (3.20)

LOW IMPACT DEVELOPMENT AREA PROVIDED:

LID EXT. DET. BASIN #	VOLUME (CF)	DEPTH (FT)	LOCATION SURFACE
1	18,747	1.70'	

NOTE: A DRAINAGE REPORT ADDENDUM HAS BEEN PREPARED AND SUBMITTED TO ADDRESS FINAL LID BIO-RETENTION DESIGN AND FINAL DETENTION BASIN ROUTING DESIGN FOR EXTENDED DETENTION BASIN No. 1.

LEGEND

- Found 2'x 2" steel plate
- Found centerline monument (COF Brass Cap)
- Found A.D.O.T. alum. tablet
- Found alum. cap LS 14671
- Found plastic cap LS 11369
- Corner to be Set
- Found Alum Cap



TOPOGRAPHIC AND BOUNDARY SURVEY WAS PERFORMED IN SEPTEMBER AND OCTOBER OF 2001. OFF-SITE TOPOGRAPHY SHOWN IS FROM THE CITY OF FLAGSTAFF G.I.S. DEPARTMENT.

BASIS OF BEARINGS IS THE CENTERLINE OF FOURTH ST. N 21° 32' 25" E, BOOK 10, PAGE 37. PROJECT BENCHMARK IS A CENTERLINE MONUMENT AS SHOWN, ELEVATION = 6840.50 PER THE CITY OF FLAGSTAFF.

ALL REFERENCED DOCUMENTS ARE FROM THE COCONINO COUNTY RECORDERS OFFICE.

Mogollon ENGINEERING & SURVEYING
 PROJECT NO. 13030
 REVISIONS PER C.O.F. COMMENTS DATED 6/9/13
 DATE 7/5/13
 DESIGNED BY: PHE
 DRAWN BY: PHE
 CHECKED BY: EVW/THE
 VERT SCALE: N/A
 HOR SCALE: 1"=100'
 FOREST SPRINGS UNIT 2
 PRELIMINARY PLAT
 AREA MAP
 7/5/13
 MES#13030



PRELIMINARY PLAT OF FOREST SPRINGS UNIT 2

TRACT "A" OF FOREST SPRINGS TOWNHOMES
UNIT 1, CASE 9, MAP 92
LOCATED IN THE SW 1/4 OF SECTION 13,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

TRACT INFORMATION

TRACT "K" (0.0924 ACRES): OPEN SPACE
TRACT "L": (5.9324 ACRES) OPEN SPACE & DRAINAGE
TRACT "M" (1.5186 ACRES): PRIVATE ROADWAY, P.U.E. & PUBLIC ACCESS

NON-VEHICULAR ACCESS EASEMENT

A 0.25' NON-VEHICULAR ACCESS EASEMENT WILL SURROUND
THE SUBDIVISION EXCEPT WHERE TRACT "M" INTERSECTS THE
SUBDIVISION BOUNDARY.

BASE FLOOD INFORMATION

THE BASE FLOOD INFORMATION SHOWN HEREON IS
PURSUANT TO THE CURRENT EFFECTIVE FLOOD INSURANCE
RATE MAP (MAP No. 04005C6828G - DATED SEPT. 3, 2010).
FUTURE RESTUDIES MAY ALTER THIS DELINEATION AND
THEREFORE, PLAT USERS SHOULD CHECK WITH THE CITY OF
FLAGSTAFF STORM WATER MANAGEMENT FOR
SUPERSEDING INFORMATION.

LEGEND

- Found 2"x 2" steel plate
- Found centerline monument (COF Brass Cap)
- Found A.D.O.T. alum. tablet
- Found alum. cap LS 14671
- Found plastic cap LS 11369
- Corner to be Set
- Found Alum Cap

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

SHEET NO. 3 OF 5

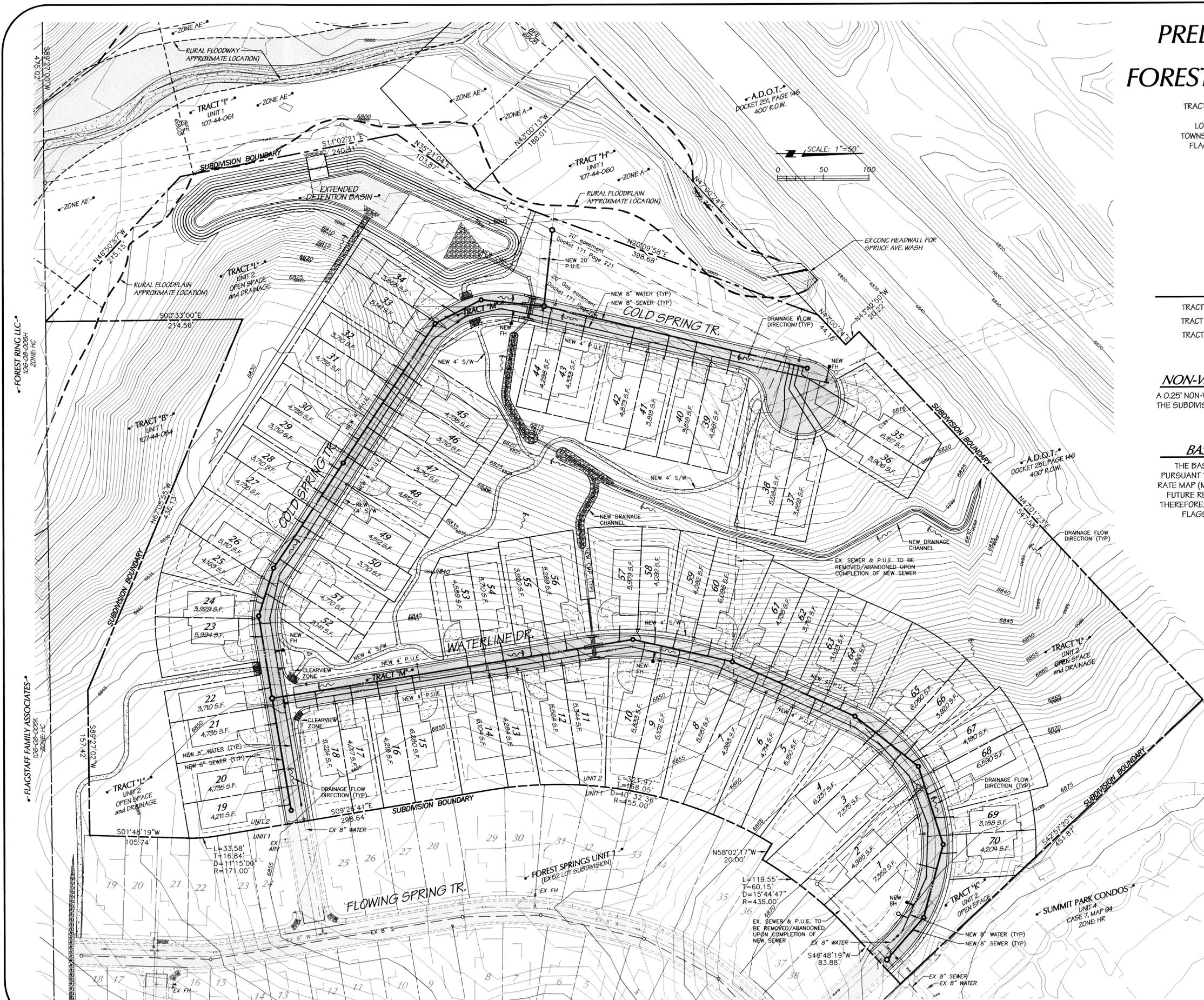
COF DRB # 01-238

Mogollon
 ENGINEERING & SURVEYING
 FOREST SPRINGS UNIT 2
 PRELIMINARY PLAT
 UTILITIES & BOUNDARY
 7/5/13
 MES# 18080

Mogollon
 ENGINEERING & SURVEYING
 411 W Santa Fe Avenue, Flagstaff, AZ 86001
 P.O. Box 1952, Flagstaff, AZ 86002
 Phone: 928-214-0214 • Fax: 928-913-2015
 Expires on 3/31/15



Mogollon
 ENGINEERING & SURVEYING
 PROJECT NO. 18080
 REVISIONS PER C.D.P. COMMENTS DATED 6/29/13
 DATE 7/5/13
 DESIGNED BY: PHE
 DRAWN BY: PHE
 CHECKED BY: K/M/P/M
 HOR. SCALE: 1"=50'
 VERT. SCALE: N/A
 FN: SHEETS DWG
 PROJECT NO. 18080



FOREST RING LLC
 106-08-008H
 ZONE: HC
 FLAGSTAFF FAMILY ASSOCIATES
 106-08-008K
 ZONE: HC

PRELIMINARY PLAT OF FOREST SPRINGS UNIT 2

TRACT "A" OF FOREST SPRINGS TOWNHOMES
UNIT 1, CASE 9, MAP 92
LOCATED IN THE SW 1/4 OF SECTION 13,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

RESOURCE INFORMATION (UNIT 2)

SLOPE RESOURCES
17% SLOPE
76,561 sq. ft. TOTAL
30% = 22,968
DISTURBANCE
23,216 sq. ft.
DEFICIENT 17% SLOPE 247 sq. ft.

25% slope
25,876 sq. ft. TOTAL
20% = 5,175
DISTURBANCE
4,398 sq. ft.
EXCESS 25% SLOPE 777 sq. ft.

35+% slope
NONE
SLOPE EXCESS = 530 sq. ft.

TREE RESOURCES
TOTAL SITE AREA = 757,788 sq. ft. (17.396 ac.)
SITE AREA OUTSIDE OF SLOPE RESOURCES = 655,351 sq. ft. (15.0448 ac.)

DISTURBANCE
RIGHT-OF-WAY, DETENTION, EASEMENTS, & SETBACKS
TOTAL DISTURBED = 296,745 sq. ft.

TOTAL UNDISTURBED AREA = 358,606 sq. ft.

TREE RESOURCES
TOTAL SITE AREA = 757,788 sq. ft. (17.3964 ac.)
SITE AREA OUTSIDE OF SLOPE RESOURCES = 655,351 sq. ft. (15.0448 ac.)
AVERAGE TECHNIQUE PER 10-50.90
SAMPLE AREA = 254 POINTS/ACRE
SLOPE AREA = 253 POINTS/ACRE

TOTAL DISTURBED AREA = 296,745 sq. ft.
TOTAL UNDISTURBED AREA = 358,606 sq. ft.
254 * 15.0448 = 3821 POINTS
50% = 1,911 POINTS
UNDISTURBED = 358,606 sq. ft. (8.2325 ac.)
8.2325 * 254 = 2,091 POINTS

SLOPE EXCESS = 530 sq. ft. (0.0122 ac.)
0.0122 * 253 = 3 POINTS
2,091 + 3 = 2,094 POINTS SAVED
54.48% TREE RESOURCE PROTECTION FACTOR

TREE SYMBOL LEGEND

REMOVED TREE DUE TO CONSTRUCTION = 

TREE SAVED AFTER CONSTRUCTION = 

SLOPE SYMBOL LEGEND

17% SLOPE AREA = 

25% SLOPE AREA = 



Mogollon ENGINEERING & SURVEYING
7/5/13
MES#15030

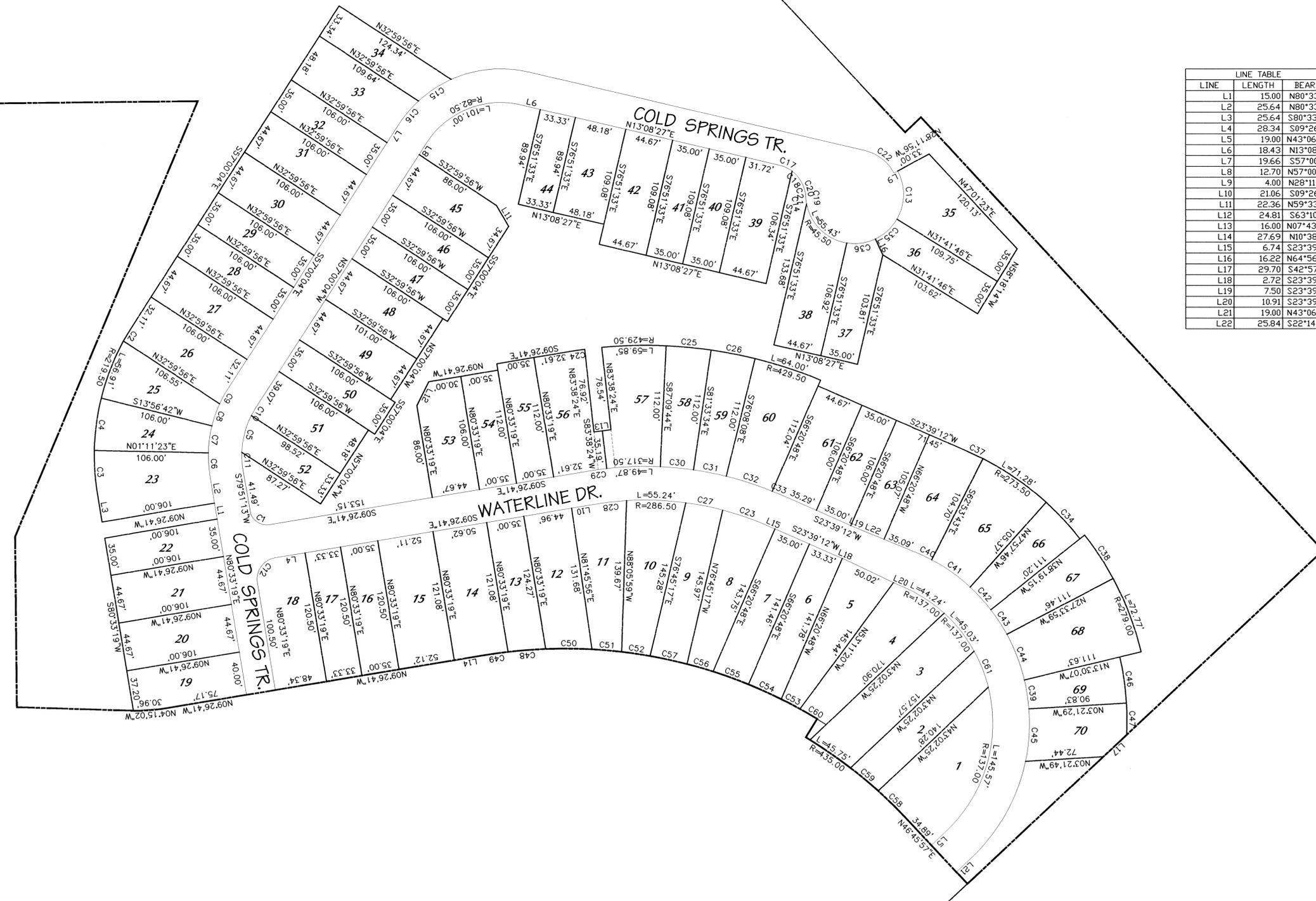
Mogollon ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-2014 • Fax: 928-913-0015
Expires on 3/31/15

Mogollon ENGINEERING & SURVEYING
PROJECT NO. 15030
DESIGNED BY: KRW/PAH
DRAWN BY: KRW/PAH
CHECKED BY: KRW/PAH
REVISIONS PER C.O.F. COMMENTS DATED 6/29/13
FN SHEET-04.DWG
VERT SCALE: N/A
HOR SCALE: N/A

PRELIMINARY PLAT OF FOREST SPRINGS UNIT 2

TRACT "A" OF FOREST SPRINGS TOWNHOMES
UNIT 1, CASE 9, MAP 92
LOCATED IN THE SW 1/4 OF SECTION 13,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=50'



LINE	LENGTH	BEARING
L1	15.00	N80°33'19"E
L2	25.64	N80°33'19"E
L3	25.64	S80°33'19"W
L4	28.34	S09°26'41"E
L5	19.00	N43°06'09"W
L6	18.43	N13°08'27"E
L7	19.66	S57°00'04"E
L8	12.70	N57°00'04"W
L9	4.00	N28°11'56"W
L10	21.06	S09°26'41"E
L11	22.36	N59°33'50"E
L12	24.81	S63°10'42"E
L13	16.00	N07°43'04"W
L14	27.69	N10°38'18"W
L15	6.74	S23°39'12"W
L16	16.22	N64°56'48"E
L17	29.70	S42°57'20"E
L18	2.72	S23°39'12"W
L19	7.50	S23°39'12"W
L20	10.91	S23°39'12"W
L21	19.00	N43°06'09"W
L22	25.84	S22°14'34"W

CURVE	LENGTH	RADIUS
C1	21.09	16.00
C2	16.08	219.50
C3	40.74	219.50
C4	48.87	219.50
C5	35.45	82.50
C6	21.07	113.50
C7	25.27	113.50
C8	21.62	113.50
C9	16.12	113.50
C10	9.13	82.50
C11	16.53	82.50
C12	31.42	20.00
C13	46.40	45.50
C14	2.98	45.50
C15	36.60	113.50
C16	28.83	113.50
C17	13.33	32.00
C18	16.07	32.00
C19	3.43	45.50
C20	10.67	32.00
C21	1.20	32.00
C22	35.25	41.50
C23	44.72	286.50
C24	15.12	429.50
C25	42.00	429.50
C26	10.91	S23°39'12"W
C27	35.04	286.50
C28	30.50	286.50
C29	17.09	317.50
C30	31.05	317.50
C31	31.15	317.50
C32	44.86	317.50
C33	9.38	317.50
C34	46.02	273.50
C35	27.56	45.50
C36	27.17	45.50
C37	16.47	273.50
C38	48.09	279.00
C39	26.94	171.00
C40	13.21	171.00
C41	43.91	171.00
C42	28.27	171.00
C43	27.19	171.00
C44	45.38	171.00
C45	48.71	171.00
C46	43.06	271.38
C47	29.29	271.38
C48	35.15	455.00
C49	22.95	455.00
C50	42.84	455.00
C51	27.69	455.00
C52	26.75	455.00
C53	19.66	455.00
C54	33.34	455.00
C55	35.08	455.00
C56	25.13	455.00
C57	35.01	455.00
C58	35.64	435.00
C59	33.60	435.00
C60	28.28	455.00
C61	35.94	137.00

7/5/13
MES#19090

FOREST SPRINGS UNIT 2
PRELIMINARY PLAT
LOT DIMENSIONS

Mogollon
ENGINEERING & SURVEYING

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P.O. Box 1952, Flagstaff, Az. 86002
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PROJECT NO. 19090
DATE: 7/5/13
DESIGNED BY: FN SHEET-06.DWG
DRAWN BY:
CHECKED BY: KYW/TMB HOR SCALE: N/A



CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Kimberly Sharp, AICP, Comprehensive Planning Manager
Date: 10/09/2013
Meeting Date: 10/15/2013



TITLE

Regional Plan Discussion #7 - Ch. X. Transportation and Ch. XI. Cost of Development and Prefatory Language

THIS ITEM WILL NOT BE DISCUSSED PRIOR TO 7:00 P.M.

RECOMMENDED ACTION:

Staff will present a brief background of data, public comment input, and policies for **Chapter X. Transportation and Ch. XI. Cost of Development** of the *Flagstaff Regional Plan*. Council may wish to open the discussion for public comment at this time, followed by discussion on any concerns regarding this chapter or policies to put on the 'Policy Parking Lot' list for further Council discussion, debate and decision in November and December.

INFORMATION

As mandatory element(s) with the Arizona Revised State Statutes (ARS 9-461.05), the topics of Chapters X. and XI. of the Regional Plan is a community's opportunity to address:

"Circulation: General location and extent of freeways, arterial and collector street, bicycle routes and other modes of transportation, all correlated with the land use element".

"Bicycles: Bicycle routes, bicycle parking areas and designated bicycle street crossing areas".

Cost of Development: Identify various mechanisms, allowed by law, that can be used to finance additional public services necessary to serve the development, (bonding, special tax districts, development fess, in lieu of fees, etc.); identify policies to ensure that mechanisms adopted result in a beneficial use to the development and bear a reasonable relationship to the burden imposed".

Please see attached presentation, your personal copies of the ***Flagstaff Regional Plan 2030: Place Matters***, and refer to www.flagstaffmatters.com for on-line chapters.

Attachments: [PowerPoint](#)
[Parking Lot](#)
[Prefatory Language](#)

FLAGSTAFF REGIONAL PLAN

2030

PLACE MATTERS



Flagstaff City Council
October 15, 2013

Regional Plan Elements

17 required elements:

- Land Use
- **Circulation**
- Open Space
- Growth Areas
- Environmental Planning
- Cost of Development
- Water Resources
- **Recreation**
- **Safety**
- **Public Facilities and Services**
- **Energy*
- ** Conservation*
- **Public Buildings*
- **Housing*
- ***Bicycle**
- **Urban Conservation, Rehabilitation and Redevelopment*
- **Neighborhood Preservation and Revitalization*

5 optional elements:

- Community Character and Design
- Natural/Cultural Resources Planning
- Economic Development
- **Historic Preservation*
- **Social*

** new items as added by ARS*



Chapter XII. Public Buildings, Services, Facilities and Safety

Ch. XV. Recreation

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Photo by: Jake Bacon

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Photo by: Tom Bean

BUILT ENVIRONMENT

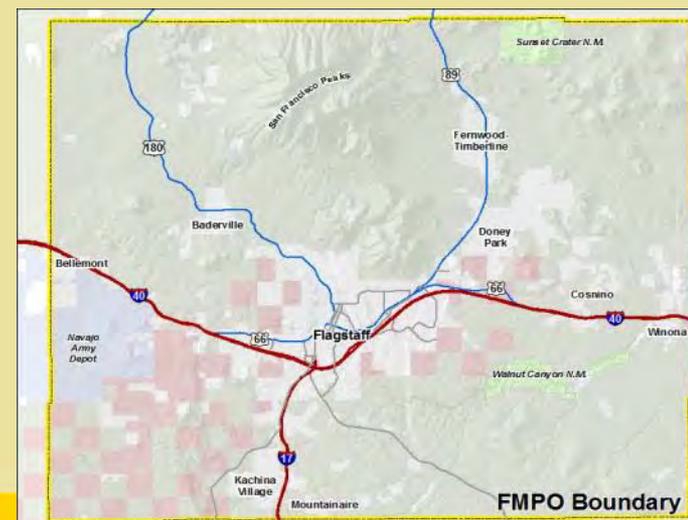
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	Place Type: Community Gateways	IX-55
	Growth: Reinvestment Areas	IX-56
	Growth: Greenfield Development	IX-60
X.	Transportation	X-1
	How We Get Around	X-1
	Mobility and Access	X-5
	Safe and Efficient Multimodal Transportation	X-7
	Environmental Considerations	X-8
	Quality Design	X-9
	Transit	X-10
	Bicycle Infrastructure	X-14
	Pedestrian Infrastructure	X-17
	Automobiles	X-18
	Passenger Rail and Freight	X-21
	Air Travel	X-21
	Public Support for Transportation	X-22
XI.	Cost of Development	XI-1
	Funding and Financing Mechanisms	XI-1
XII.	Public Buildings, Services, Facilities, and Safety	XII-1
	Resiliency Planning	XII-5
	Locating Facilities	XII-7
	Public Safety	XII-11



Photo by: Tom Bean

The Regional Plan Vision

The greater Flagstaff community embraces the region's extraordinary cultural and ecological setting in the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today's citizens and future generations.



Guiding Principles

- Environment
- Prosperity
- Sustainability
- People
- A smart & connected community
- Place
- Trust & Transparency
- Cooperation



Public Comments gathered:

1. **REGIONAL PLAN OPEN HOUSES** - Public Open Houses, focusing on Land Use, Growth Areas, Circulation and Bicycles:
 1. 5/28/09 - Aquaplex
 2. 5/29/09 - City Hall

2. **Regional Plan Focus Group – *Land Use, Growth Areas, Circulation & Bicycles***
Aquaplex, Community Meeting Room - 1:30 to 4:30 p.m.

3. **Review of 2001 policies – Circulation / Bicycles**
 - Sustainability Cabinet
 - Tourism Commission
 - Traffic Commission
 - Pedestrian Advisory Committee / Bicycle Advisory Committee
 - Parks & Recreation Commission
 - Open Space Commission
 - Neighborhood Groups
 - Chamber / NABA / Realtors

Because **transportation** right-of-way is the most heavily used and experienced public space; because network design influences whether an area can be urban, suburban or rural; and because streetscapes strongly contribute to community character, future land use patterns and transportation systems must be planned together. The primary goals of the regional transportation system are to improve the mobility of people and goods, provide choices to enhance the quality of life, provide infrastructure to support economic development, protect the natural environment and sustain public support for transportation planning efforts. In order to meet these goals, this element promotes safety; context sensitive solutions; complete streets; environmental responsibility; the integration and connectivity of transportation systems; efficient system management and operation; and improvements to existing intermodal transportation systems.



Our Vision for the Future

In 2030, people get around to where they need to be in an efficient and safe manner, and more people ride the bus, their bikes, and walk, reducing emissions and increasing health.

FLAGSTAFF REGIONAL PLAN

2030

PLACE MATTERS

Inside this Chapter:

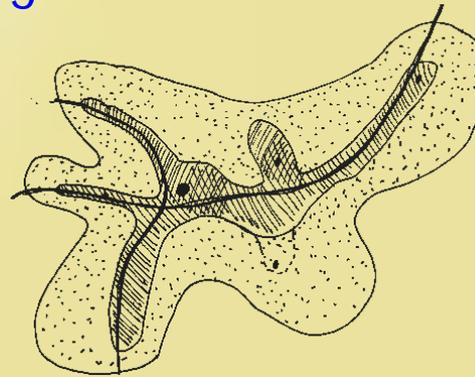
How We Get Around	1
Mobility and Access	5
Safe and Efficient	
Multimodal Transportation	7
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Transit	10
Bicycle Infrastructure	14
Pedestrian Infrastructure	17
Automobiles	18
Passenger Rail and Freight	21
Air Travel	21
Public Support for Transportation	22

Chapter X. Transportation

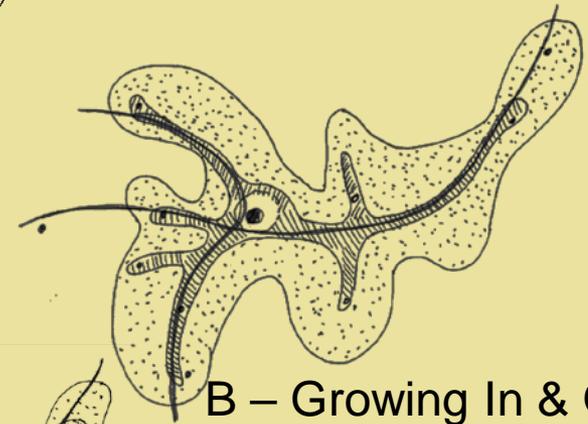


A brief look at how we arrived here

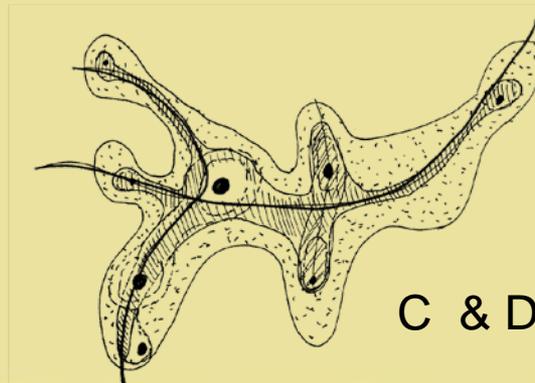
Transportation modeling for all modes based upon growth scenarios
– community input, existing trends and forecast potential:



A – Growing Out



B – Growing In & Out



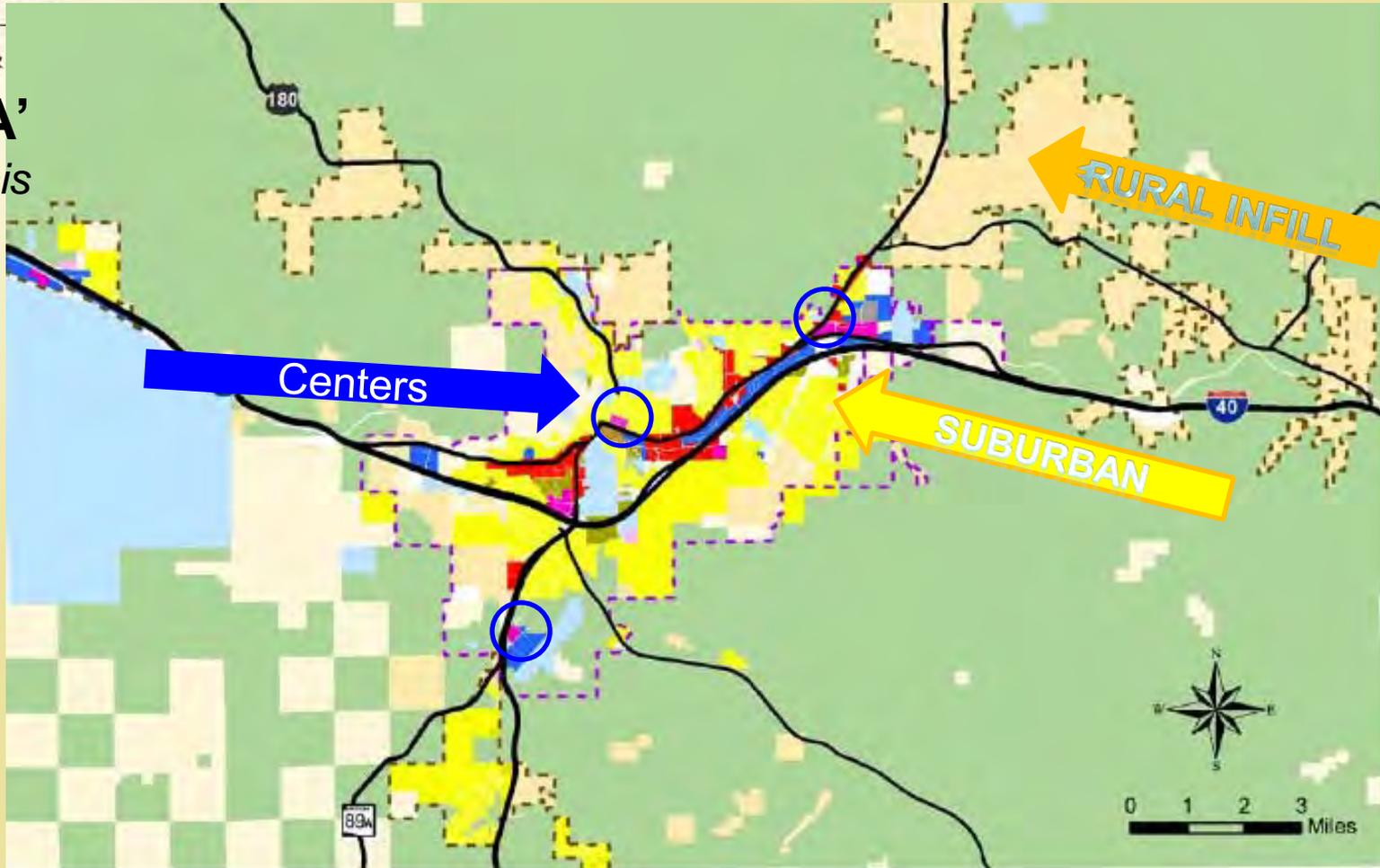
C & D – Growing In



Growth Scenarios

Scenario 'A'
Phase 2 Analysis

Belmont



Legend

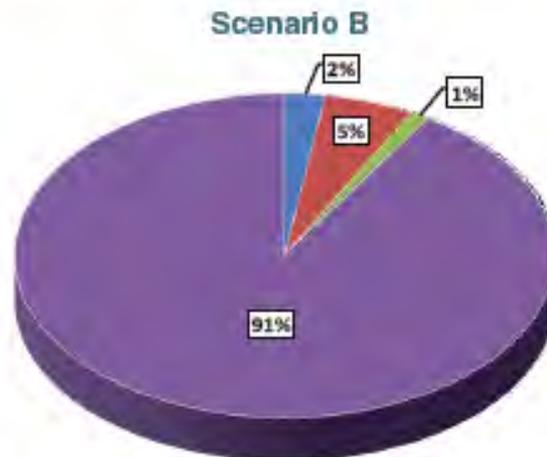
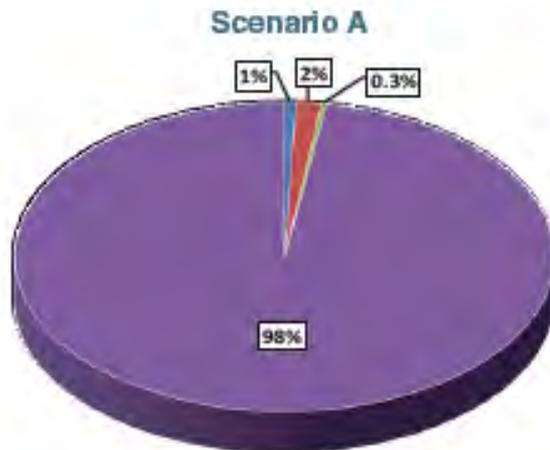
Rural Growth Boundary	SNL	INS	CC	NC	Protected Open Space
Urban Growth Boundary	SN	BP	UC	UMU	Unprotected Open Space
RN/ME	UN	IH	RC	SMU	

Growth Scenarios – Select Results

	SCENARIO A	SCENARIO B	SCENARIO D
Auto Trips (Daily)	272,064	252,754	231,813
Transit Trips (Daily)	4,201	14,860	26,460
Bike Trips (Daily)	1,834	6,686	12,171
Walk Trips (Daily)	876	3,216	4,932
Total Trips Generated (Daily)	278,974	277,516	275,376

The total number of trips decreases as density increases, which is expected. People living in higher densities tend to make fewer trips.

Daily Person Trips by Mode



Growth Illustration Performance

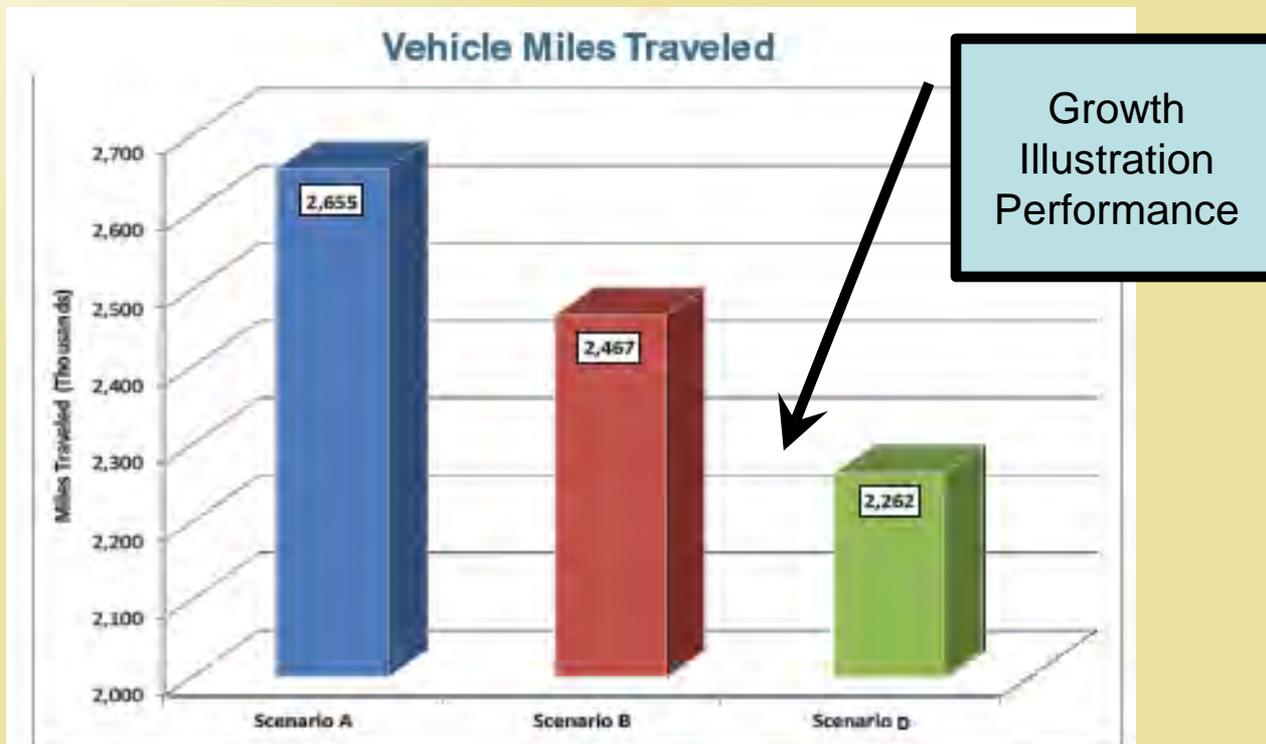


■ Bike Trips
 ■ Transit Trips
 ■ Walk Trips
 ■ Vehicle Trips

Growth Scenarios – Select Results

Second Round: Measurements

MOBILITY

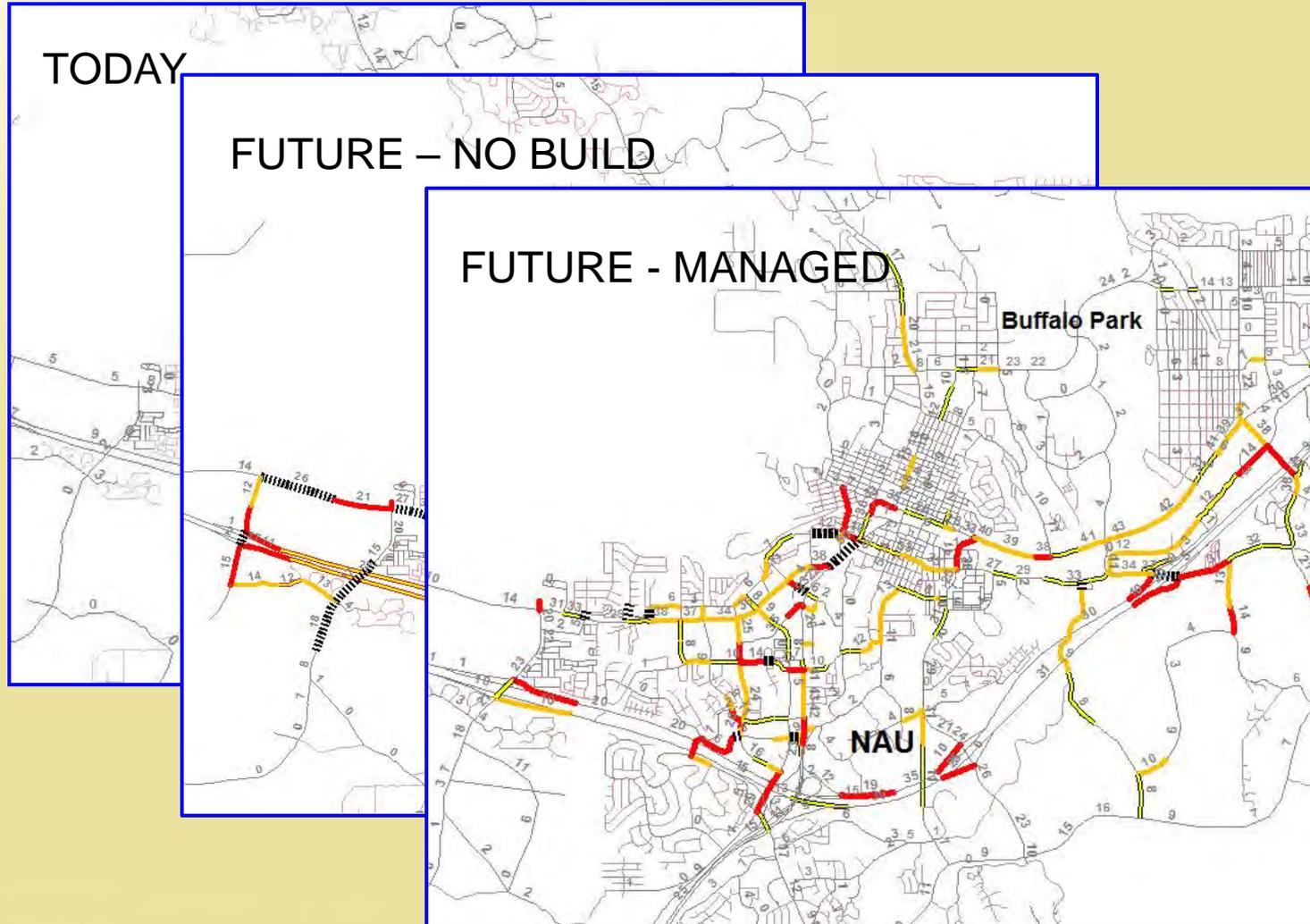


Scenario "D" – Level of Service

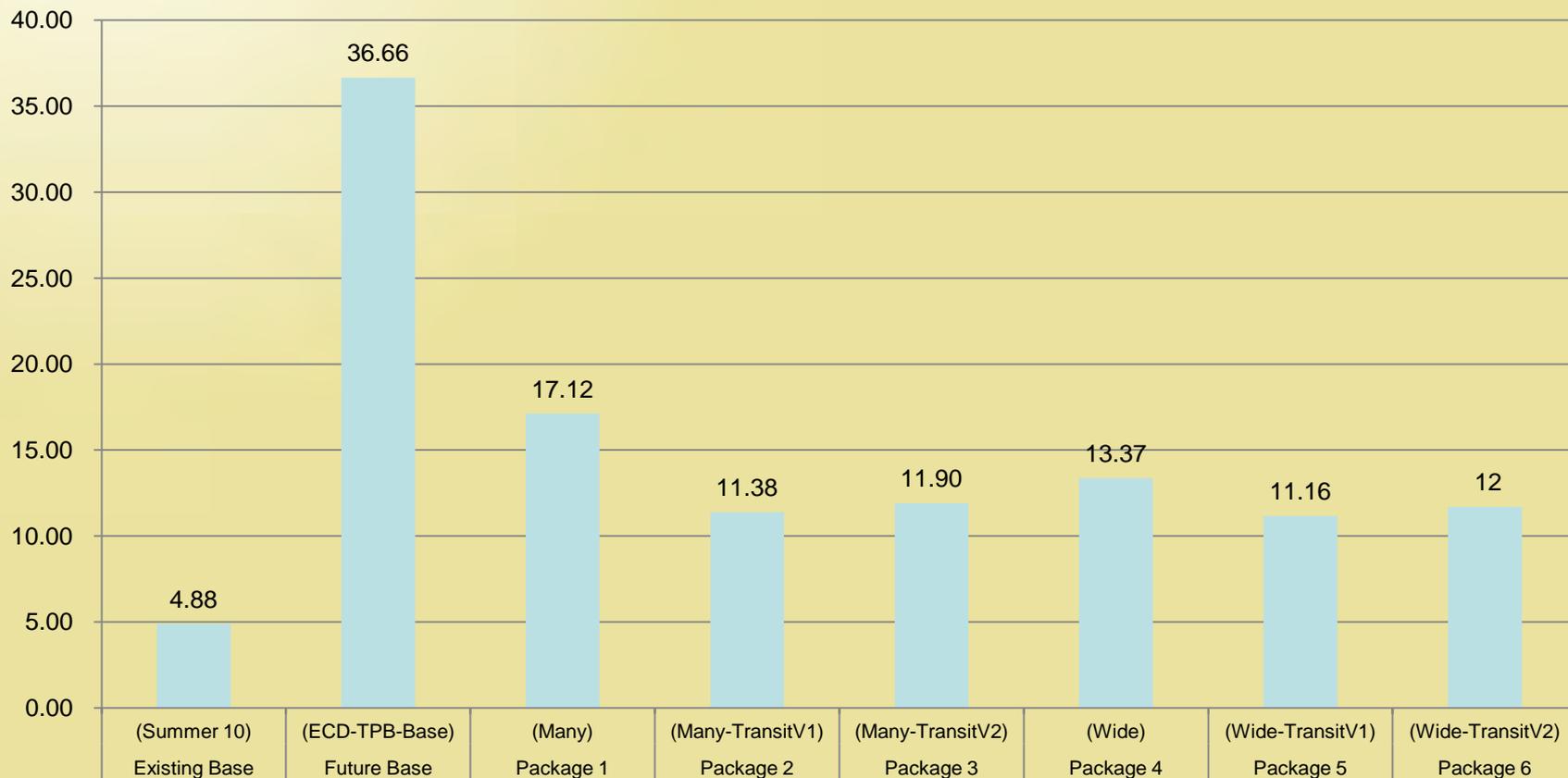
TODAY

FUTURE – NO BUILD

FUTURE - MANAGED



Delay per capita (min)



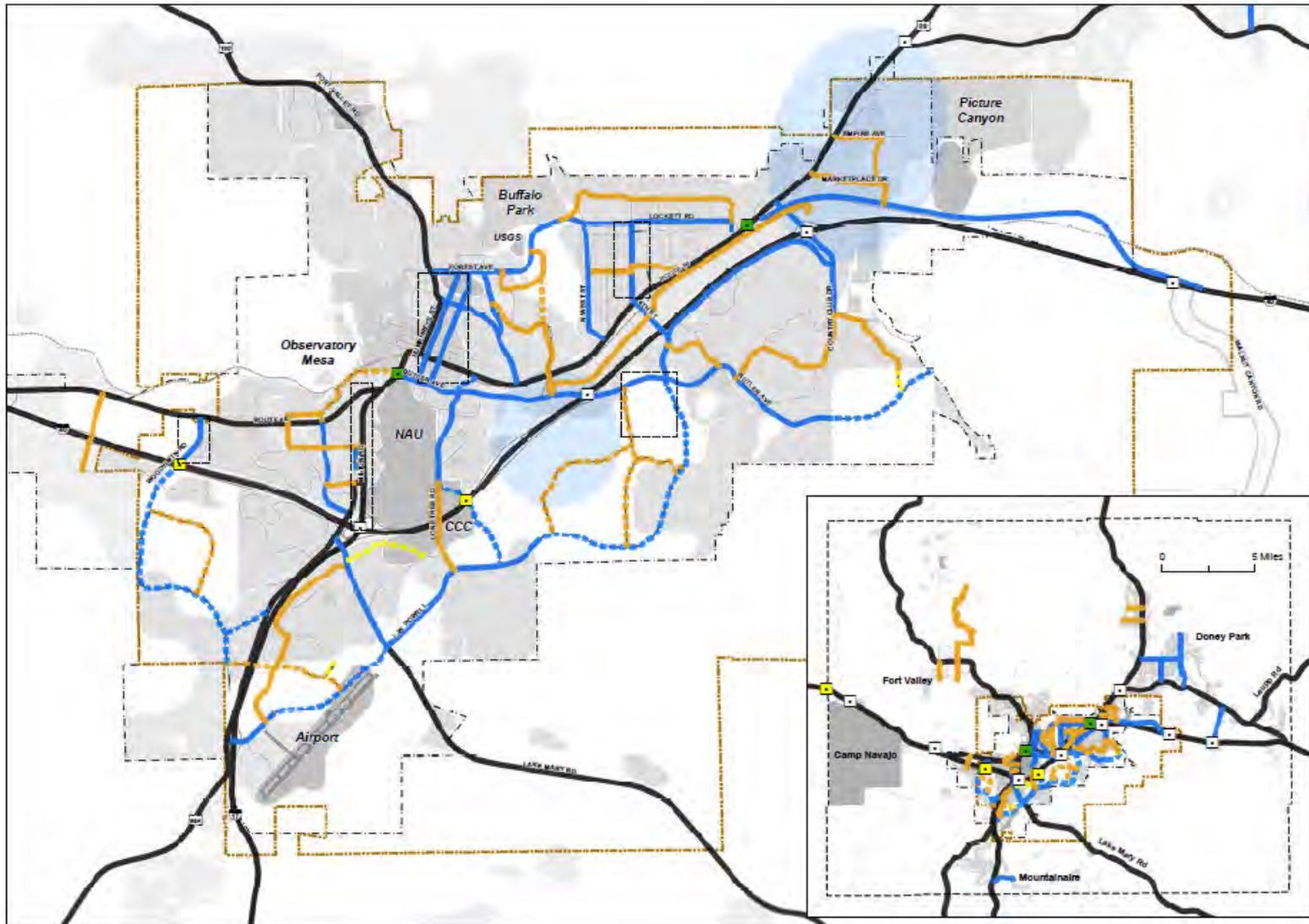
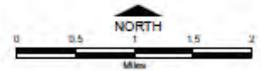


Figure 25:
ROAD NETWORK ILLUSTRATION

- Major Improvement
- New Interchange
- Existing Interchange
- Access
- Future Access
- Circulation
- Future Circulation
- Connector
- Regional Travel
- Capacity Study Pending
- City of Flagstaff
- Urban Growth Boundary
- Urban Network
- Special District
- Urban - Existing
- Suburban - Existing
- Rural - Existing
- Industrial / Business Park - Existing
- Open Space - Preserved (Typically USFS)

Please see www.flagstaffmatters.com for an interactive GIS map.



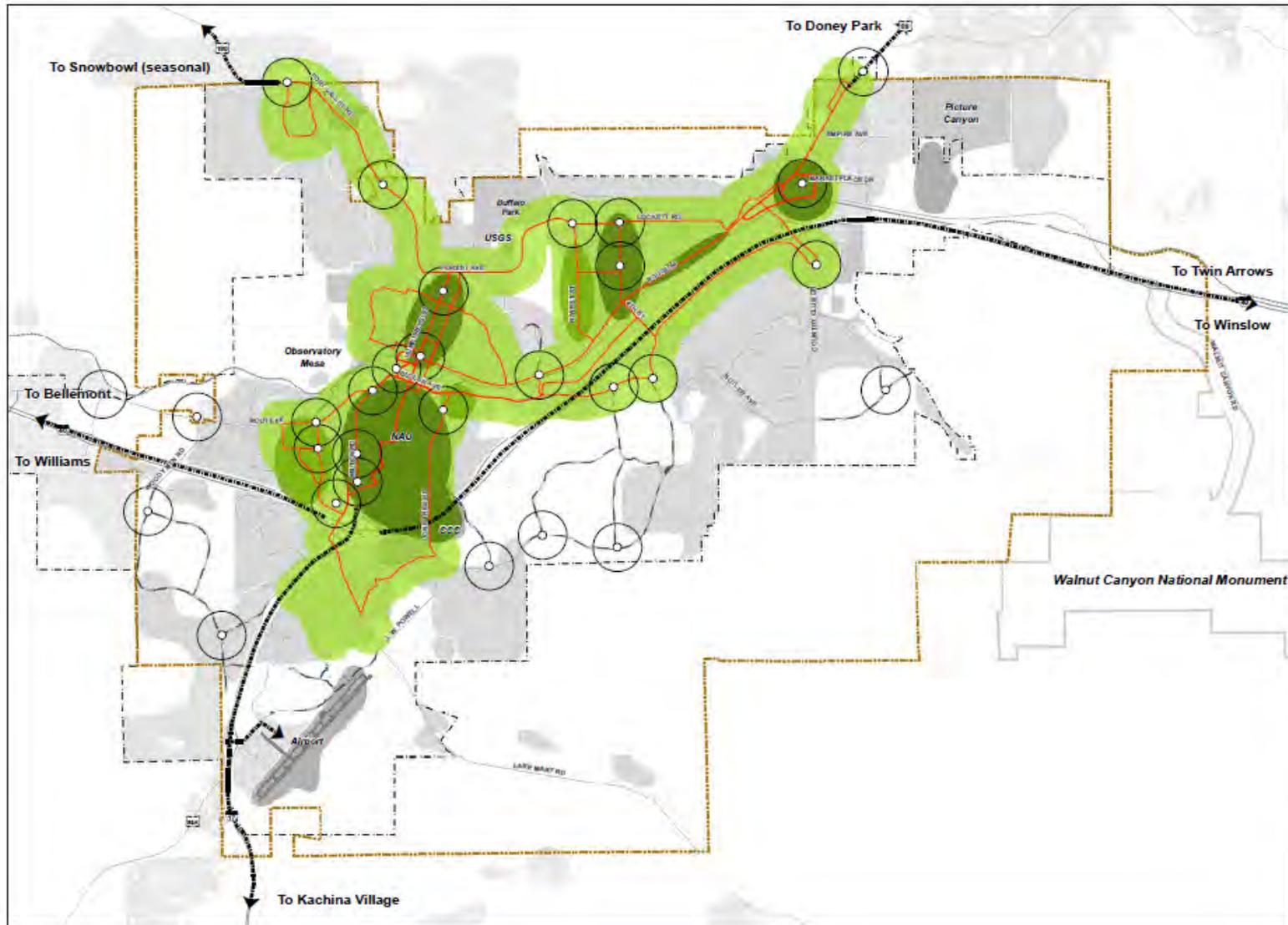
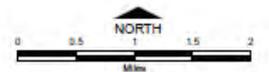


Figure 26:
PLANNED TRANSIT SERVICE LEVELS:
Markets and Key Corridors

- RTP Future Road Network
- Activity Center
- 1/4 mile Walking Radius
- Transit Market Service Level:
 - High Level
 - Moderate Level
 - Standard Level
- Transit Route
- ➔ Future Express Service
- ▭ City of Flagstaff
- ▭ Urban Growth Boundary
- ▭ Special District
- ▭ Urban - Existing
- ▭ Suburban - Existing
- ▭ Rural - Existing
- ▭ Industrial / Business Park - Existing
- ▭ Open Space - Preserved (Typically USFS)

Please see www.flagstaffmatters.com
for an interactive GIS map.



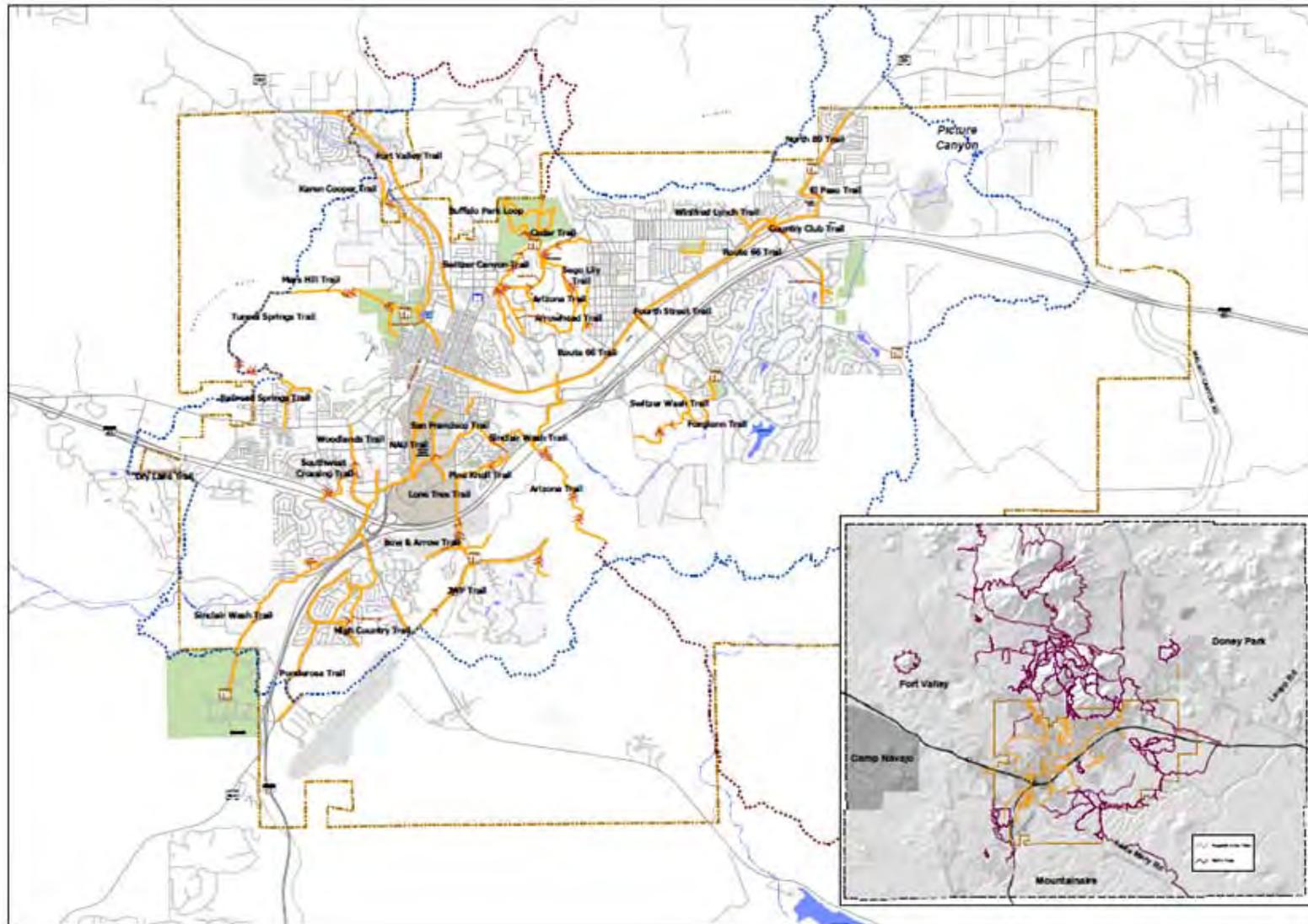


Figure 27:
FLAGSTAFF URBAN TRAILS SYSTEM

- Trailheads
- < Moderate hill (arrows point uphill)
- << Steep hill
- <<< Very steep hill
- ⋯ Arizona Trail
- ⋯ Loop Trail
- FULTS Trails
- City of Flagstaff



MOBILITY AND ACCESS GOALS

Goal T.1. Improve mobility

Policy T.1.1. Integrate a balance

Policy T.1.2. Apply Complete Street improvement projects.

Policy T.1.3. Transportation systems

Policy T.1.4. Provide a continuous

Policy T.1.5. Manage the operation to mitigate traffic congestion.

Policy T.1.6. Provide and promote vehicular travel to reduce peak

Policy T.1.7. Coordinate transportation use and economic goals.

Policy T.1.8. Plan for development to provide on-site, publicly owned transportation improvements.

Inside this Chapter:

How We Get Around	1
Mobility and Access	5
Safe and Efficient	
Multimodal Transportation	7
Environmental Considerations	8
Quality Design	9
Transit	10
Bicycle Infrastructure	14
Pedestrian Infrastructure	17
Automobiles	18
Passenger Rail and Freight	21
Air Travel	21
Public Support for	
Transportation	22



...e modes of travel in transportation

...ds of people.

...ode to another.

...iciency, effectiveness, safety, and to best

...des of travel and manage demand for

...ents efficiently to effectively achieve land

SAFE AND EFFICIENT MULTIMODAL TRANSPORTATION GOALS AND POLICIES



Goal T.2. Improve transportation safety and efficiency for all modes.

Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Policy T.2.2. Consider new technologies in new and retrofitted transportation infrastructure.

Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including youth, elderly, mobility impaired, pedestrians, and bicyclists.

Note: Mobility-impaired includes hearing and sight-impaired persons.

Policy T.2.4. Consider dedicated transit ways where appropriate.

ENVIRONMENTAL CONSIDERATIONS GOALS AND POLICIES

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built context.

Policy T.3.1. Design and assess transportation improvement plans, projects, and strategies to minimize impacts on air quality and maintain the region's current air quality.

Policy T.3.2. Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.

Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.

Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.

Policy T.3.5. Design transportation infrastructure that implements ecosystem-based design strategies to manage stormwater and minimize adverse environmental impacts.

Policy T.3.6. Seek to minimize noise, vibration, dust, and light impacts of transportation projects on nearby land uses.

Policy T.3.7. Design transportation infrastructure to mitigate impacts on plants, animals, their habitats, and linkages between them.

Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.



QUALITY DESIGN GOALS AND POLICIES

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.



Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments.

Policy T.4.2. Design all gateway corridors, streets, roads and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

Policy T.4.3. Design transportation facilities and infrastructure with sensitivity to historic and prehistoric sites and buildings, and which incorporate elements that complement our landscapes and views.



TRANSIT GOALS AND POLICIES

Goal T.5. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.



Policy T.5.1. Cooperate with NAIPTA in developing and implementing the 5-year transit master planning goals and objectives to continuously improve service, awareness and ridership.

Policy T.5.2. Provide public transit centers that are effectively distributed throughout the region to increase access to public transit.

Policy T.5.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities.

Policy T.5.4. Support mobility services for seniors and persons with mobility needs.

Policy T.5.5. Incorporate adopted plans and policies for non-motorized and public transportation in the permitting process for all development or land use proposals, including provisions for efficient access and mobility, and convenient links between pedestrian, bicycle, and transit facilities.

Policy T.5.6. Enhance public transit options in key areas so that one could live without a car.

Policy T.5.7. Coordinate with NAIPTA to establish rural transit service within the region that is consistent with county land use plans, based on funding availability, cost effectiveness, location of major trip generators, distance between generators, and the needs of transit-dependent individuals.

Note: Transit dependent individuals: Those who can only get around via public transit, who do not own a car or cannot drive.

Flagstaff Urban Trails System (FUTS)

The Flagstaff Urban Trails System (FUTS, say “foots”) is a city-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation (see Map 27).

At present there are just over 50 miles of FUTS trails in Flagstaff. The overall master plan



BICYCLE INFRASTRUCTURE GOALS AND POLICIES

Goal T6. Provide for bicycling as a safe and efficient means of transportation and recreation.

Policy T.6.1. Expand recognition of bicycling as a legitimate and beneficial form of transportation.

Policy T.6.2. Establish and maintain a comprehensive, consistent and highly connected system of bikeways and FUTS trails.

Policy T.6.3. Educate bicyclists and motorists about bicyclist safety through education programs, targeted enforcement, and detailed crash analysis.

Policy T.6.4. Develop bikeways and bicycle infrastructure that serve the needs of full range of bicyclist experience levels.

Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to go.

Policy T.6.6. Fully integrate policies to increase bicycling and meet the needs of bicyclists into all relevant plans, policies, studies, strategies, and regulations.





PEDESTRIAN INFRASTRUCTURE GOALS AND POLICIES

Goal T.7. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Policy T.7.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

Policy T.7.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking. Policy T.7.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.

Policy T.7.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.



Hierarchy of roads:

- Freeway
- Major Arterial / Minor Arterial
- Thoroughfares
- Major Collector / Minor Collector
- Connectors / Neighborhood Streets



Corridors of all functions serve many roles, and these roles may be understood as:

- **Carrier** of goods and people – how many, how far, what kind, what means
- **Connector of activities** – how active, what scale, what purpose, relationships
- **Space and Shelter** for activities within the public realm – how often, vulnerable, duration, solitude
- **Symbol** for the understanding of place – identity, purpose, behaviors as it applies to specific roads or corridors, not to classes of corridors.
- **Builder** of city and place– conversely, corridors may be perceived as destroyers

AUTOMOBILE GOALS AND POLICIES

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

Policy T.8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.

Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life.

Policy T.8.4. Protect rights-of-way for future transportation corridors.

Policy T.8.5. Support the area's economic vitality by improving intersection design for freight movements.





PASSENGER RAIL AND RAIL FREIGHT GOALS AND POLICIES

Goal T.9. Strengthen and support rail service opportunities for the region's businesses and travelers.

Policy T.9.1. Seamlessly integrate passenger rail with other travel modes including connectivity and operational improvements to the downtown passenger rail station and surroundings.

Policy T.9.2. Promote Amtrak service and support opportunities for interregional passenger rail service.

Policy T.9.3. Promote development of rail spurs and an intermodal freight facility or facilities as needed to support viable economic growth.

Policy T.9.4. Increase the number of grade-separated railroad crossings.





AIR TRAVEL GOALS AND POLICIES

Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.

Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.

Policy T.10.2. Improve multimodal access and service to and from the airport including transit, bicycle, and parking services.

Policy T.10.3. Seek opportunities to expand destinations and frequency of regional air service throughout the Southwest and West.

Policy T.10.4. Plan and manage transportation infrastructure to discourage land uses incompatible with the airport and flight zones.



FLAGSTAFF REGIONAL PLAN

2030

PLACE MATTERS



PUBLIC SUPPORT FOR TRANSPORTATION

Goal T.11. Build and sustain transportation planning goals and policies, seeking meaningful community input.

Policy T.11.1. Maintain the credibility and professional standards in the collection and analysis of data.

Policy T.11.2. Approach public input and programming processes, including public plan.

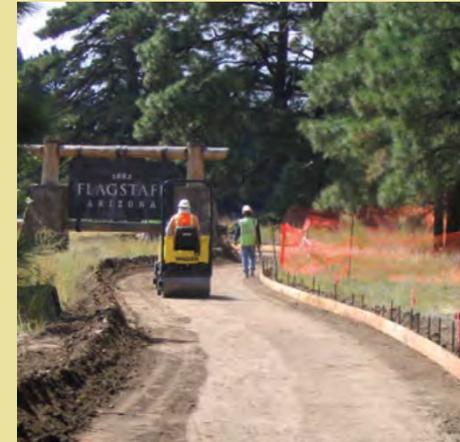
Policy T.11.3. Include and involve all segments of population, including those potentially underrepresented such as the elderly, low-income, and minorities (see Title VI of the Civil Rights Act of 1964 and Executive Order 12898 - Environmental Justice).

Policy T.11.4. Attempt to equitably distribute the burdens and benefits of transportation investments to all segments of the community.

Policy T.11.5. Promote effective intergovernmental relations through agreed-upon procedures to consult, cooperate, and coordinate transportation-related activities and decisions, including regional efforts to secure funding for the improvement of transportation services, infrastructure, and facilities.



Development itself is viewed as a community economic indicator, and as such, the **cost of development** is an important factor to consider. A resilient community takes a balanced approach to development, proactively responds to outside changes, uses financing systems effectively, and successfully competes in the global marketplace. The growth and prosperity of a community depend upon timely provision of public facilities such as adequate utilities, roads, transit, public open space, and parks.



Our Vision for the Future

By 2030, the region pays for its infrastructure with fair cost sharing and private/public partnerships.
Land use decisions are made to employ the most efficient infrastructure system.

Available Financing Mechanisms

definitions only, not that our commu

- Bonding
- Dedications and Exactions
- Development Fees
- In-lieu of Fees
- Municipal Facility Construction
- Service Privatization
- Special Taxing Districts

Other Financing Options to Consider

In addition to the mechanisms described above, public and private development entities of financing, and may work together to develop a financing package that works for each numerous types of financing to consider for infrastructure projects, and the following tools that may be considered:

1. Improvement Districts (funding mechanism source typically property tax)
 - a. Community Investment Districts
 - b. Community Improvement Districts
 - c. Business Improvement Districts
 - d. Community Facilities Districts
 - e. Economic Development Districts
2. Industrial Development Authority (IDA) bonds
 - a. Industrial Revenue Bonds
3. Public-Private Partnerships (P3)
4. Private Sources – financing, investment
5. Public Sources
 - a. Bonds and Other Forms of Debt Financing
 - b. Capital Improvement Plan (CIP)
 - c. Federal Highway Funds
 - d. Designation as a High Priority Project in future Transportation Appropriation
 - e. Non-Highway Public Financing
 - f. Tax Exempt Bonds
 - g. Taxable Bonds
 - h. Bond Guaranty Program
6. National Highway System (NHS)
7. Grants:
 - a. Surface Transportation Program (STP)
 - b. STP Transportation Enhancements Program
 - c. Congestion Mitigation and Air Quality (CMAQ)
 - d. Bridge Replacement and Rehabilitation Program
8. Federal Financing Programs:
 - a. Economic Incentive Zones - AZ Commerce
 - b. Enterprise Zone
 - c. Empowerment Zone and Enterprise Community
 - d. Foreign Trade Zone
 - e. Transportation Infrastructure Finance and Innovation Act (TIFIA)
 - f. Railroad Rehabilitation and Improvement Financing Program (RRIF)
9. Capital Development Corporation
10. Community Development Corporation
11. Credit Enhancements
12. State Infrastructure Banks

COST OF DEVELOPMENT GOALS AND POLICIES

Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

Policy CD.1.1. At the City level, provide a regular analysis of funding and financing policy alternatives needed for infrastructure development and rehabilitation.

Policy CD.1.2. Work collaboratively with private and non-profit economic development groups to provide for the most efficient and effective use of public and private development dollars.

Policy CD.1.3. Analyze the feasibility of expanding development fees within the City of Flagstaff, which may enable future development to provide for related adequate off-site improvements and facilities.

Note: Arizona state statute requires cities to analyze development fees every five years.

Policy CD.1.4. Develop cost-benefit analysis protocol between regional economic development partners when the public is expected to invest.

Policy CD.1.5. Require that new development pay for a fair and proportional share of public facilities, services, and infrastructure.

Policy CD.1.6. Encourage redevelopment projects to utilize private/public partnerships in order to succeed.

Note: For more information, refer to reinvestment and redevelopment discussions the in Land Use and Economic Development chapters.



October 15	<i>Ch. X – Transportation and Ch. XI - Cost of Development</i>
October 22	<i>Ch. IX. - Land Use</i>
October 29	<i>Ch. XIII. - Neighborhood, Housing, and Urban Conservation</i>
November 5	<i>Ch. XIV. - Economic Development</i>
November 12	Ch. III – Implementation and Appendix D – Annual Report Template
November 18	Public Hearing #1 – Joint City/County meeting
November 26	Council discussion of parking lot items
December 3	Public Hearing #2 - City Council [6:00 p.m. 211 West Aspen Avenue]; continue parking lot .
December 3	Public Hearing #2 – County [3:00 p.m. in 219 E. Cherry];
December 6	Council retreat for Regional Plan parking lot items.
December 10	Council completes and approves all amendments to Plan
December 17	Adoption & call for election
May 20, 2014	General Election – mail-in ballot for General Plan

www.flagstaffmatters.com



Flagstaff Regional Plan 2030 Council Parking Lot

Item#	Page #	Source	Edit/Comment	No Change Needed	Change Impleme nted in Final Voter Draft
September 3, 2013 Council Meeting - Introduction					
1		Jeff Oravits	Purpose of the Regional Plan		
2		Jeff Oravits	Clearly define if this is a policy document (and what that means) or is this a guidebook (and what that means)		
3		Jeff Oravits	Vision - come back and revisit at end		
4		Jeff Oravits	Guiding Principles - come back and revisit at end		
5		Jeff Oravits	Sustainable Flagstaff - come back and revisit at end		
6		Coral Evans	Introduction, p. 11-12 "Where We've Been" last paragraph: statement of who makes up the community needs to more accurately reflect the diverse population who helped build this town.		
September 10, 2013 Council Meeting - Chapter 4 & 5					
7	IV-13	Mayor Nabours	Dark Skies - 1) restricting economic "activity centers" in any area designated as Lighting Zone 1 enacted to protect astronomical institutions. Check to be sure language in this section is clear.		
8	Preface	Mayor Nabours	Need for a preface the the whole document similar to the note on Maps 7 & 8 for the whole document "that any word or phrase is not intended to become a rule"		
9	Throughout	Jeff Oravits	Removing definitive language throughout document. He referenced text as well as goals and policies. Guide with suggestions. Example is restricting activity centers in Zone 1.		
10	I-4	Mayor Nabours	Pyramid - definition of policy - definitive course of action		
11	I-4	Celia Barotz	Include defintion of Ordinance - and what happens when policies conflict		
12		Celia Barotz	Land Use - example of two conflicting goals and policies - one will prevail over the other - how we use the language.		
13		Mark Woodson	Use of the word "all" -pretty mandatory -		
14	IV-13	Mark Woodson	Enforce dark sky ordinances -don't think this is the proper way to reinforce - redundant		
15	IV-9	Coral Evans	Reward box at bottom of page - "why do we choose... not why do developers"		
16	IV-15	Coral Evans	Do we really want to refer to 4FR!		
17		Kevin Burke	Definition of Conservation Land System - who would establish and manage		
18	Throughout	Jeff Oravits	Visions - need to add protection of private property rights		
19	IV-8 & 9	Jeff Oravits	Considerations for development would be best in an appendix		
20	IV-10	Jeff Oravits	Do not want to discourage the use of wood burning stoves		
21	IV-12	Jeff Oravits	Last paragraph before goals and policies - confirms that everyone wants to leave in a compact community		
22	IV-12	Jeff Oravits	Policy E&C.3.2 (climate change impacts) and Policy E&C.4.2 (climate change and water resources)		
23	IV-13	Jeff Oravits	text - addressing non-conforming lighting - is there a prop 207 issue		
24	IV-15	Jeff Oravits	Policy E&C.6.5 (preserving wetlands) property rights issues - what is inappropriate development		
25	IV-19	Jeff Oravits	Policy E&C.10.3 - language too definitive		
26	V-1	Jeff Oravits	Open Space Vision for the Future - review for property rights		
27	V-2	Jeff Oravits	2nd paragraph - cause conflicts with development because of watershed issues		
28	V-4	Jeff Oravits	Flag whole page - Applying an Open Space Plan, partners, members of CAC		
29	V-5	Jeff Oravits	All Goals and Policies		
30	V-6	Jeff Oravits	Should this be in an appendix		
31		Coral Evans	Instead of changing each section about property rights - do something on the first page - simple basic statement - take away/reduce/diminish personal or individual property rights -especially if we are trying to shorten the document		

September 17, 2013 Council Meeting - Chapter 7 Energy			
32	VII-5	Mark Woodson	Policy E.2.3 replace "develop City and County" with Promote
33	VII-3	Mark Woodson	Policy E.1.7 end sentence at consumption
34	VII-3	Mark Woodson	Policy E.1.6 end sentence at energy efficiency
35	Throughout	Mark Woodson	Most policies could be broadened as the proposed edits above do
36	VII-5	Mayor Nabours	Policy E.2.4 rewards and encourages accessory wind energy systems - but there is a potential for neighborhood issues. How can we say no we won't allow one with this type of policy.
37	VII-3	Mayor Nabours	Policy E.1.6, E.1.8, E.1.9 the language is too definitive - says we will do these things- not maybe
38	Throughout	Mayor Nabours	A preface could be developed that states that words like develop and promote are not directions to take a particular action.
39	VII-3	Jeff Oravits	Policies E.1.6 - 1.9 change the language from develop/support/incorporate to encourage/consider
September 24, 2013 Council Meeting - Chapter 6 Water Resources			
40	VI-16	Mayor Nabours	Review Health District information on adding policy in regards to mosquito prevention/abatement. "WR.5.8 Reduce mosquito populations in residential areas by removing standing water."
41	VI-8	Mayor Nabours	12% potable water loss - goal or policy that covers reducing water loss through leakage
42	VI-8	Jeff Oravits	Add policy addressing identifying and developing and transportation of new water supplies
43	VI-13	Jeff Oravits	Water Demand should also address new supplies
44	VI-13	Jeff Oravits	WR.3.2 adjust word favor - what about business who bring resource or pay for resources
45		Jeff Oravits	Address water usage by pine trees - thinning in relation to water usage
46	VI-13	Jeff Oravits	WR.3.4 where appropriate and "practical"
47	VI-16	Jeff Oravits	WR.5.2 add "when practical"
October 1, 2013 Council Meeting - Chapter 8 Community Character			
48	VIII-22	Mayor Nabours	Would like a more specific goal or policy about eliminating overhead lines along important viewshed points
49	VIII-22	Mark Woodson	New policy possible for the City to invest in undergrounding utilitis in reinvestment areas
50	VIII-22	Mayor Nabours	Policy CC.3.1 the word "require" is an example of too prescriptive language
51	VIII-27	Coral Evans	Arts Box - at bottom where it says "in addition, the region is host to many diverse events and festivals, such as the annual Route 66 Festival" add Celtic, Juneteeth, Dia de Los Muertos (Day of the Dead), and Pride Festivals.
52	VIII-17	Coral Evans	Sunnyside is not designated as a historic district but the map could be a good beginning for informing people about possible future designations or significant areas and their unique history
53	VIII-27	Coral Evans	Education Resources Box - we do not mention the private higher ed instituions, also include the Joe Montoya Senior Center to the lis of various neighborhood centers
October 8, 2013 Council Meeting - Chapter 8 Community Character			
54	XII-10	Jeff Oravits	Policy PF2.2 - do not use "Require"
55	XII-10	Mayor Nabours	Policy PF2.1 and 2.2 - cross-reference with "Cost of Development"
			Policy PF2.4 - Define "Enhanced Civic Design"
		Coral Evans	Recreation p. XV-2 - Under Community Partnerships - add the two Diamondback ballparks and Theatrikos building. <i>Note: Theatrikos is mentioned in Community Charater, Arts, Science and Education.</i>
			Spell 'Murdoch' correctly.

Kimberly Sharp

From: Coral Evans
Sent: Tuesday, October 08, 2013 8:52 PM
To: Kimberly Sharp
Subject: Regional Plan Comment

Hello Kim.

On page XV-2 Murdoch Center is spelled wrong (the plan has Murdock). Also can we refer to it as the Murdoch Center (Dunbar Elementary School) instead of just the Murdoch Center. This way in the future should it put up on the chopping box again there is some reference point as to the history of the building.

Thanks!

Coral

Sent from my iPad

FLAGSTAFF REGIONAL PLAN

The Regional Plan is a planning document that serves as a roadmap to implement the community's vision. This plan is not intended to require or preclude any particular action and does not provide specific criteria. Development criteria and standards are located in other documents such as the Flagstaff Zoning Code.

This plan should be viewed as a guide to better understand the community's future vision for the area. The goals, policies, maps, and illustrations within this plan do not preclude any property owner from exercising their private development rights.

