FINAL AGENDA
***A M E N D E D**

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 19, 2013

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

****ALL ITEMS ON THE 4:00 P.M. PORTION OF THE MEETING HAVE BEEN MOVED TO THE 6:00 P.M. PORTION. THE REGULAR MEETING OF THE FLAGSTAFF CITY COUNCIL OF NOVEMBER 19, 2013, WILL BEGIN AT 6:00 P.M.***

~~4:00 P.M~~. MEETING

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

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. ~~**Consideration and Approval of Minutes** : City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013~~ . **** MOVED TO THE 6:00 P.M. PORTION OF THE MEETING***

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.

None

10. ROUTINE ITEMS

A. ~~**Consideration and Approval of (A) Settlement Agreement; (B) Authorization for Litigation:** (A) Vedura Elevation, LLC (Elevation); (B) Campus Crest at Flagstaff II, LLC (The Grove Phase I) and FSL St. Francis Villas, LP (Flagstaff Senior Meadows)~~ ***MOVED TO THE 6:00 P.M. PORTION OF THE MEETING***

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. PUBLIC PARTICIPATION

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

A. ***Consideration and Approval of Minutes**: City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013. ****MOVED FROM THE 4:00 P.M. PORTION OF THE MEETING.***

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013.

B. ***Consideration and Approval of (A) Settlement Agreement; (B) Authorization for Litigation:** (A) Vedura Elevation, LLC (Elevation); (B) Campus Crest at Flagstaff II, LLC (The Grove Phase I) and FSL St. Francis Villas, LP (Flagstaff Senior Meadows) ****MOVED FROM THE 4:00 P.M. PORTION OF THE MEETING***

RECOMMENDED ACTION:

(A) Approve Settlement Agreement with Vedura Elevation, LLC;
(B) Authorize litigation to collect outstanding balance of sewer capacity fees owed for the Grove Phase I and Flagstaff Senior Meadows.

14. PUBLIC HEARING ITEMS

A. **Public Hearing**: Consideration of a Major Amendment to the Flagstaff Regional Plan for Little America Hotels and Resorts, Inc.

RECOMMENDED ACTION:

Hold Public Hearing

15. REGULAR AGENDA

A. **Consideration and Approval of Agreement:** Consideration of Amendment Two to the Fourth Amended and Restated Development Agreement and Waiver ("Amendment") between the City of Flagstaff and Flagstaff Aspen Place, LLC, and Alliance Bank of Arizona, for Aspen Place at the Sawmill Commercial Parcels.

RECOMMENDED ACTION:

Approve the proposed Amendment to the Development Agreement between the City of Flagstaff and Flagstaff Aspen Place, LLC, and Alliance Bank of Arizona as recommended by city staff and authorize the Mayor to sign the agreement.

B. **Consideration and Approval of Contract:** Third Amendment to Development Incentive Agreement between the City of Flagstaff, Aspen Place North, L.L.C. and Alliance Bank of Arizona.

RECOMMENDED ACTION:

Approve the Third Amendment to Development Incentive Agreement between the City of Flagstaff, Aspen Place North, L.L.C. and Alliance Bank of Arizona

C. **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 (Aspen Place North).

RECOMMENDED ACTION:

1) Read Ordinance No. 2013-23 by title only for the final time
2) City Clerk reads Ordinance No. 2013-23 by title only for the final time (if approved above)
3) Adopt Ordinance No. 2013-23

D. **Consideration and Adoption of Resolution No. 2013-29:** A resolution approving a Pre-Annexation Agreement between the Grand Canyon Trust and the City of Flagstaff, Arizona, opening the opportunity for a connection to the City sewer system.

RECOMMENDED ACTION:

1) Read Resolution No. 2013-29 by title only
2) City Clerk reads Resolution No. 2013-29 by title only (if approved above)
3) Adopt Resolution No. 2013-29

16. DISCUSSION ITEMS

A. **Discussion of Resolution No. 2013-30:** A resolution amending the Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from Parks and Recreation to High Density Residential (Changing Land Use Designation for Trailside Apartments). ***The Public Hearing for this item will be held on December 3, 2013.***

RECOMMENDED ACTION:

Council discussion and public comment.

B. **Discussion of Ordinance No. 2013-24:** An ordinance amending the Flagstaff Zoning Map designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from "SC", Suburban Commercial, to " HR", High Density Residential (Amending Zoning Map for Trailside Apartments). ***The Public Hearing for this item will be held on December 3, 2013.***

RECOMMENDED ACTION:

Council discussion and public comment
At the December 3, 2013 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2013-24 by title only for the first time
3) City Clerk reads Ordinance No. 2013-24 by title only for the first time (if approved above)
At the December 17, 2013 Council Meeting:
4) Read Ordinance No. 2013-24 by title only for the final time
5) City Clerk reads Ordinance No. 2013-24 by title only for the final time (if approved above
6) Adopt Ordinance No. 2013-24

C. **Regional Plan: Council Policy 'Parking Lot' Pending Discussion Items**

RECOMMENDED ACTION:

City Council will review the compiled Regional Plan Policy 'Parking Lot' and discuss process for pulling items from the parking lot into Council discussion, debate and direction at the December 6, 2013 Council Regional Plan retreat and other Council meetings as necessary.

Council will also take public comments, Planning and Zoning Commission recommendations and County Board of Supervisor recommendations into consideration during the Regional Plan parking lot discussions.

17. 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.

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: 11/13/2013

Meeting Date: 11/19/2013

TITLE

Consideration and Approval of Minutes**: City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013. ***MOVED FROM THE 4:00 P.M. PORTION OF THE MEETING.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013.

INFORMATION

Attached are copies of the minutes of the City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013.

Attachments:
CCSWS.10282013.Minutes
CCWS.10292013.Minutes
CCSM.10292013.Minutes
CCSM.11052013.Minutes
CCSM.11122013.Minutes

MINUTES

SPECIAL WORK SESSION
MONDAY, OCTOBER 28, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

1. Call to Order.

Mayor Nabours called the Flagstaff Special Work Session of October 28, 2013, to order at 4:02 p.m.

2. Roll Call

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

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

4. City Council discussion on desired uses for seventeen parcels of City of Flagstaff (City) owned property.

Mayor Nabours explained that the goal of this meeting is for Council to determine the intention for 17 parcels of land currently owned by the City. Staff needs to have an idea about what the proposed use of the land should be.

Councilmember Barotz stated that it must be noted that on January 15, 2013, the Council took a vote to remove the Shultz Pass property from the list. There is a lot of confusion about this property because it is believed that the decision has already been made.

Assistant to the City Manager for Real Estate David McIntire provided a PowerPoint presentation on the 17 parcels of City owned land.

- POTENTIAL LAND USE DISCUSSION
- OBJECTIVE
- PROCESS
- ADDITIONAL INFORMATION

Councilmember Barotz expressed concern about the meaning of highest and best use and asked for a definition. Mr. McIntire explained that it is the way to address the most or highest use in the community; it is evaluated in terms of public benefit rather than best price.

Mr. McIntire continued the presentation

- CHESHIRE – BLUE WILLOW 1&2
- KOCH FIELDS
- VENUS FUTS AND DRAINAGE PARCEL
- SWITZER AND PONDEROSA PARKWAY
- THE PHOENIX BUILDING

Councilmember Woodson noted that there has been discussion about work on the railroad that may affect the Phoenix Building. Mr. McIntire offered that staff is unsure when or what would be happening with the railroad, there is nothing clear or within a time frame currently.

Mr. McIntire continued the presentation

- NEAR HAROLD RANCH RD
- MCALLISTER RANCH

Councilmember Woodson asked if the parcels on the north side of the train tracks are contiguous with Observatory Mesa. Mr. McIntire stated that the parcels are contiguous and staff is recommending combining these two parcels with Observatory Mesa.

Mr. McIntire continued the presentation

- O'LEARY AND LONETREE

Councilmember Woodson stated that at the southern end of the narrow band there was a master plan to provide a new main entrance to the cemetery and eliminate the main entrance out of NAU. Mr. McIntire stated that the information did not come up in the initial discussion but he will look into it further as the process moves forward.

Vice Mayor Evans asked about the history of the property at O'Leary and Lonetree and what information was found. Mr. McIntire responded that staff went through County and plat records but there was limited to no documentation. The property was purchased in 1991. If Council wishes, more in depth and detailed research can be done. Vice Mayor Evans offered that the people in that neighborhood believe that this land is open space for the community because a formal park was never erected in the area.

Mr. McIntire continued the presentation

- BY FOXGLENN PARK
- RIO BEHIND SAWMILL
- THORPE NEAR MULTI USE FIELD
- SCHULTZ TRAILHEAD

Councilmember Barotz asked for an explanation on the small number of houses in the proposed rendering. Mr. McIntire stated that no other uses were brought forward other than residential in that area; however, it is not to be assumed that this is the only possibility. Councilmember Barotz asked how this can go from a vote of not selling the property to proposed residential now. Mr. Burke stated that the Council direction in January only got staff half way on what to do with the property, the direction was to not sell the property but there was no direction on how to designate or what to do with the property. The direction to staff was to look at the parcel and make a recommendation to develop a biking and walking trailhead. Of the 20 acres available only 11 acres is needed for the trailhead, that left nine acres open to other uses which could be anything.

Councilmember Woodson asked if the property is in city limits and what the property is zoned as. Mr. McIntire stated that it is not in City limits and it is currently zoned as rural residential.

Councilmember Barotz and Vice Mayor Evans expressed concern about having the discussion again since the vote in January was to not sell. Mr. Burke explained that this discussion is not an exercise of sell or not sell; it is a discussion about there being no designation on the parcel. It is being brought back for further clarification and direction on what to do with the property. This is nothing more than a conceptual rendering and it is the will of the Council to decide what will happen with the property.

Mr. McIntire continued the presentation

- N SAN FRANCISCO – ELKS LODGE

Mayor Nabours asked the current zoning of the North San Francisco property. Mr. McIntire stated that it is zoned public facilities and single family residential. Mayor Nabours asked if restrictions could be put on the property. Mr. McIntire responded that there is a significant amount of work that could go into how the property is developed and because it is City owned it can be controlled on some level.

Mayor Nabours asked if it is possible to require any potential buyer to mitigate the flooding issues on Fir and pave the rest of Fir. Mr. McIntire stated that any development would have to go through the City process and stormwater and drainage improvements could be included in the requirements.

Councilmember Woodson requested that if this property is designated open space that it allows for the needed improvements to the storm water management needed to accommodate storm water issues in the area.

Vice Mayor Evans asked if the reimbursement of the HURF funds would be to the City or to the State. Mr. McIntire stated that it would be a reimbursement to City funds.

Mr. McIntire continued the presentation

- ON MCMILLAN MESA

Mayor Nabours stated that going from the APS substation down between Gemini and where the property starts to slope down towards Sunnyside could be developed. He asked if there was any discussion about that possibility. Mr. McIntire stated that there were a number of discussions about what could be done in that area. A site design that included development was not provided, but that can be done if it is the Council's direction.

The following individuals address Council in favor of preserving open space:

- Gwendolyn Waring
- Ken Lane
- Kathryn Barrett
- George Averbeck
- Nina Swidler
- Joan Entz
- Cathleen Halstead
- Geoffrey Barnard
- Anthony Quintile
- Roger Smith
- Suzanne Motsinger
- Bryan Burton
- Steve Pulos
- Patrice Horseman
- Heath Emerson
- John Victora
- Al White
- Jack Welch
- Debra Block
- Art Babbott
- Jeane Walker
- Sara Wagner
- Michelle Thomas
- Rayne Zaughsome

- Kate Gales
- Buck Sanford
- Moran Henn
- Stacey Hamburg
- Tom Bean
- Cory Sheely
- Elizabeth Taylor
- Don Keller
- Artec Durham
- Nancy McCleskey

The following individuals addressed Council in favor of further analysis of the properties:

- Jeff Knorr

The following individuals addressed Council in favor of further development:

- Dan Vigil

A break was held from 6:00 p.m. to 6:31 p.m.

Further public comment was received.

A break was held from 7:15 p.m. to 7:26 p.m.

Mayor Nabours asked for clarification on if the property at north San Francisco was sold or designated for another use than street or road improvements, and the HURF dollars were used to purchase the property, if it would be reimbursed into the City or State HURF funds. Management Services Director Barbara Goodrich stated that the City HURF funds would be reimbursed to be used for street projects.

Councilmember Oravits requested the amount of property currently in the City inventory. Mr. McIntire responded that there is 786.1 acres solely dedicated to open space. The Regional Plan defines open space differently and in that case the City has approximately 3,684 acres.

Councilmember Overton noted that open space is acquired in many different ways and he always felt that anything that was undevelopable was open space. Many of the properties discussed are remnants of other projects. Councilmember Overton asked if there have been any parcels where the designation was changed back after development. Mr. McIntire stated that there have been many different iterations of how property is designated and this has caused confusion of what Council's intended use is. Much of the open space has been zoned public facilities. Sustainability Specialist McKenzie Jones offered that the Open Space Commission has come to the same

conclusion that there are a lot of little pieces throughout the City. The commission has been going through a process of defining what and where the properties are. In the last few months they have evaluated the 17 parcels before the Council and will continue to evaluate the rest and a recommendation will be presented to Council for rezoning if any are found to be erroneous. Zoning Code Administrator Roger Eastman also noted that it may be necessary to look at the plats as there may be dedication of land in the floodplain to be open space and it may be necessary to modify the plat.

Councilmember Overton asked if the platted open space be better left as flood way as this may protect it more than an open space designation. He indicated that he does not want to remove a safer designation to replace with open space. That may be something to keep in mind as staff moves forward with further information on designations.

Mayor Nabours proposed discussing each property individually.

SHULTZ TRAILHEAD

Mayor Nabours stated that there is concern about the impromptu parking area that is not City property but private property. The parking area could be sold to someone in the future that does not want the parking there. Mayor Nabours proposed that staff attempt to work on an arrangement with the current owner to trade the southern parking area with a portion of the City owned northern area and make it into a nice permanent parking area and trailhead. Mayor Nabours also proposed looking further into a few two acre properties on the west side of Shultz Pass road to generate some funds.

Councilmember Overton stated that he is interested in negotiations with the property owner of the parking area to develop a footage to footage swap but is not interested in splitting the property for private development to the west.

Councilmember Barotz also expressed support for trying to find a parking solution but also does not support large single family residential lots on this parcel.

Councilmember Brewster stated that she is in favor of moving the parking and is not interested in residential lots on the parcel.

Vice Mayor Evans stated that she is not interested in anything happening with the property. There are not problems with parking there and she would like to see if the property owner would be interested in gifting the parking portion to the City.

Councilmembers Woodson and Oravits also expressed agreement with resolving the parking issue.

Councilmember Barotz stated that unless deed restricted the property is not permanent open space. Mr. Burke agreed and stated that the idea is to get a formal designation into

a resolution adopted by Council to leave an official record of what the intent of the property is. Once there is a resolution Council and staff can work towards the final deed restricted designation.

Councilmember Woodson stated that he does not want to preclude the ability to look at other public uses of this parcel in the future such as utility easements or the ability to improve a trailhead. It will be important to know what is and is not allowed with a designation of permanent open space.

Councilmember Oravits stated that all issues and improvements should be done prior to permanently designating the parcel as open space.

Councilmember Overton offered that he would like to see the crescent shaped portion of the neighboring property included with the City parcel and would like for staff to further investigate the possibility of a simple land transaction that allows the City to utilize the parking lot and improve the trailhead.

The consensus is to keep this area as open space but would like staff to investigate the land swap further.

N SAN FRANCISCO – ELKS LODGE

Mayor Nabours proposed annexing the upper right corner to Buffalo Park and constructing a parking area and trailhead in the lower right corner of the property. That would leave 12 acres for possible large lots. There could be a requirement to remedy or mitigate the flood issues in the area and pave the road, which would save the City money and save the view shed.

Councilmember Woodson stated that he would support leaving the entire area as open space. He noted that the public should keep that in mind as the discussions come forward for sustainable building. The 36 properties proposed for the area will have to be replicated elsewhere.

Councilmember Barotz stated she too would support keeping the whole area as open space and that she is not sure that the homes would go elsewhere as there are so many homes on the market that are not selling.

Councilmember Brewster agreed that the property should be left as open space. She also expressed concern with the flooding in the area and how it can be mitigated.

Councilmember Woodson stated that staff has designated some areas within this property as needed floodway improvements and a trail head and feels that some of the property should be permanent open space while other areas within the property have a more general designation that would allow improvements to be made.

Councilmember Overton stated that building a retention basin would likely be a contentious issue and there will be just as much opposition with a stormwater facility. He suggests keeping the property as is even though the downfall may be that the flooding issues are not mitigated.

Councilmember Oravits expressed support in keeping the property as is but keeping options open for flood mitigation from a developer standpoint. The Regional Plan calls for dense urban living and the more developable land is taken off the table sprawl will become inevitable.

Vice Mayor Evans stated that she does not see that there is a conflict with the Regional Plan. There are properties that are not included in this discussion that can be used for high density residential and there are several developments on private land.

The consensus is to designate the 26 acres adjacent to Buffalo Park as open space with the ability to make permanent and the rest of the land will be open space but more information is needed to understand if the designation precludes the ability to explore floodplain improvements and a possible trail head.

ON MCMILLAN MESA

Mayor Nabours proposed that the land north of the APS Substation be left alone and a portion of the property along Gemini Road to be sold for development. The remainder of the parcel can be preserved as open space. Councilmember Oravits supported the Mayor's proposal.

Councilmember Overton stated that he would like to not designate the property at this time because the CAVAN group owns everything north of Gemini and thinks that the private holdings south of Gemini will develop. He would like to see a snowplay area on the property. He is not ready to commit fully at this time and would like to see what is brought in by private developers and evaluate options after that.

Councilmembers Woodson and Brewster expressed support for keeping the property undefined and waiting.

Mayor Nabours expressed concern about the awkward position that puts staff in when they are approached by anyone interested in purchasing the property.

The consensus is to keep both parcels with no designation. The land east of the yellow line needs to be researched further to clarify the documentation of the open space and the exact location.

A break was held from 8:31 p.m. to 8:41 p.m.

KOCH FIELDS

Mayor Nabours suggested selling this property. Mr. McIntire indicated that there have been prior conversations about waiting a few years to increase value but if it is the Council's direction the land can be placed for sale quickly.

Councilmember Overton asked if there are utilities to the parcels. Mr. McIntire stated that he is unsure and would look into it further.

Councilmember Woodson asked if there may be a possibility of a land trade with either Coconino County or Flagstaff Unified School District, the fire district or Doney Park Water.

The consensus is to place the land for sale to obtain interest or land trade options.

CHESIRE - BLUE WILLOW 1 & 2

Mayor Nabours indicated that the parcels are restricted until the year 2025 and suggested that now may not be the time to discuss. Mr. McIntire explained that staff would like to have direction on the property for when the time comes.

Councilmember Woodson noted that the easterly parcel is adjacent to Lockett Estates, adjacent to public streets and utilities and is out of the floodplain. He would like more information on its potential usability.

The consensus is that the westerly parcel is recommended for designation as open space and the easterly parcel no designation at this time but more information is needed.

VENUS FUTS AND DRAINAGE PARCEL

Mayor Nabours noted that the westerly pass of Venus is nice and appears to be developable. Mr. McIntire stated that the property was purchased specifically for FUTS and the adjacent homeowners have easements for their driveways.

Council asked for more information on the cost of the west parcel to identify the payback to the FUTS account if developed. Additionally, Council requested information on the zoning requirements of the parcel as well as accessibility.

The consensus is to designate the east parcel as open space with the protection of the existing easements and obtain more information on access, the zoning requirements and payback to FUTS on the west parcel.

SWITZER AND PONDEROSA PARKWAY

Mr. McIntire explained that the land is part of the development but it was not platted as open space.

The consensus is to make this parcel open space.

THE PHOENIX BUILDING

Mayor Nabours stated that he would like to see the City hold on this property as it has potential in the future.

The consensus is to keep the property and take a broader look at what the property could be used for.

NEAR HAROLD RANCH ROAD

Mayor Nabours noted that as Butler Avenue grows the City will be in a good position and suggests that the property be held onto until Butler Avenue develops further.

Councilmember Overton stated that while the value of holding onto the property is good it is important to keep in mind that the City will have to pay a portion of the Butler Avenue improvements as an adjacent land owner. It will be important to evaluate if the proportionate value will offset a sale.

Mr. McIntire stated that there has been discussion of a possible roundabout for Little America and the City could hold on to the property as a possible trade. If sold, the City would have to purchase the right of way back for road improvements.

The consensus is that staff should prepare the property for sale and conduct further research on the proportional share of the Butler Avenue expansion and possible trade.

Mr. Burke offered that the discussion will come back to Council when there is an offer to sell or to show master plans for Butler Avenue road widening with Hutton Ranch Road connection.

MCALLISTER RANCH

Mayor Nabours asked if this property was still a possibility for the Public Works Maintenance Facility. Mr. McIntire responded that it is still a possibility.

The consensus is to designate the area north of the train tracks as open space and that there should be no action taken below the train tracks until after the bids for the Maintenance Facility can be reviewed.

O'LEARY AND LONETREE

Mayor Nabours indicated that Flagstaff Housing Authority has expressed an interest in the property and if the parcels at Lone Tree and Butler are sold the proceeds of that sale have to go to affordable housing making it a great option.

Vice Mayor Evans stated that the neighborhood has been under the impression that this would be their neighborhood open space. This neighborhood does not have a park proper and the conversation was that a concession was made that this open space would be left there and developed into a park for the neighborhood. The City would not invest in a pocket park there but the area was cleaned out to make a passive park. A lot of people came out to help with that project and there was consideration of naming it after a historic figure. Vice Mayor Evans asked that a discussion be had with the community about this and what they want to see in the area.

Councilmember Overton agreed that it would be a good idea to have a conversation with the neighborhood. If it is useable and meaningful open space then keep it as such, but would hate to see it become an area for dumping trash and the like.

The consensus was to leave the property as is.

BY FOXGLENN PARK

Mayor Nabours asked what areas are developable there. Mr. McIntire indicated that the area near Fourth Street may be developable.

Councilmember Oravits pointed out that the area that may be available for development is small. Mr. McIntire agreed stating that the staff recommendation is to designate most of the area as preserved with only the small corner of the lower parcel available for development.

The consensus is to designate the right hand parcel as open space and hold onto the left hand side for future possibilities.

RIO BEHIND SAWMILL

Mr. McIntire stated that staff recommendation is for the canyon and slopes to be preserved as drainage and open space and the area above the slope to be used for an expansion of the jail if not used for the courthouse or sold. Mr. Burke stated that there are site development costs that are an expensive challenge.

The consensus is to follow the staff recommendation.

Mr. Burke noted that subdivision may be necessary for the correct designations and asked Mr. McIntire to provide a potential split line for that.

THORPE NEAR MULTI-USE FIELD

Vice Mayor Evans stated that if the property at Lone Tree and Butler is sold those monies could be used towards affordable housing or used to leverage grants at this location.

Councilmember Overton stated that he would like to see a cleanup of the recreation and housing conflict for the parcel so that there are appropriate designations. Mr. McIntire added that the parcel should be divided with the upper portion being designated for affordable housing and the lower portion as recreation.

The consensus is to move forward with dividing the parcel and correctly designating the two pieces.

5. Adjournment

The Flagstaff City Council Special Work Session of October 28, 2013, adjourned at 9:26 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES

WORK SESSION
TUESDAY, OCTOBER 29, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

1. Call to Order.

Mayor Nabours called the Flagstaff Work Session of October 29, 2013, to order at 6:00 p.m.

2. Pledge of Allegiance.

The City Council and audience recited the Pledge of Allegiance.

3. Roll Call

Councilmembers present: **Councilmembers absent:**

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ (telephonically)
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

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

4. Public Participation

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

Kevin Lombardo with the Hopi Tribe Economic Development Corporation addressed Council in thanks for the support for the recent Heritage Square Hopi Festival. There were approximately 10,000 visitors over the two days. Because of this event and corporate sponsorships the Hopi Economic Development Corporation will be donating $10,000 to Child Protective Services in Flagstaff and Hopi.

Susan Alteveros, resident, addressed Council with concerns about the Arrowhead Village property.

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

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

Councilmember Barotz asked that item 10-A Zoning Map Amendment be placed on the 6:00 p.m. meeting.

6. **Discussion regarding downtown street closure criteria for north Downtown and management of Heritage Square.**

Recreation Director Brian Grube introduced Recreation Supervisor in Community Events Glorice Pavey who offered a PowerPoint presentation on street closure criteria.

- STREET CLOSURE CRITERIA
- IS THERE A BEST TIME OF YEAR FOR A STREET CLOSURE
- CURRENT STREET CLOSURES
- STREET CLOSURE CRITERIA
- MARKETING PLAN
- PUBLIC OUTREACH
- PARKING PLAN
- AMBASSADOR PLAN
- TRASH, RECYCLING AND PORTABLE TOILETS
- OTHER CONSIDERATIONS
- RATING MATRIX
- MOVING FORWARD

Mayor Nabours asked if there was consideration of non-profits operating as a commercial activity that may not be making a profit or giving profit to charity. Ms. Pavey stated that this would be evaluated in the rating matrix; a non-profit may get a higher point value than commercial.

Mayor Nabours asked how the matrix would be used and the purpose. Ms. Pavey stated that the matrix would be used for all events and there would be a numerical cut off; staff would rate the event and the matrix would be attached so Council could use it as a tool in determining approval or denial of an event or street closure.

Councilmember Brewster asked about the Downtown District's voice in the recommendation. Ms. Pavey explained that it is unknown at this time because staff is unsure about where the district is at the moment. The City Council will have to weigh in on things such as fire and police as well as other criteria but the district may have some oversight. Mr. Burke stated that the consultation with the District could be a requirement.

The benefit of the District is that everyone is a member whereas with the current Downtown Business Alliance there is not full membership. Consultation with the District certainly can be added to the criteria if so desired.

Mr. Grube began the next presentation on the management of Heritage Square.

- MANAGEMENT OF HERITAGE SQUARE
- MEETING PURPOSE
- HISTORY
- TYPICAL WEEK ON THE SQUARE
- WHAT WAS BROUGHT TO LIGHT
- THE CHALLENGE
- THE SOLUTION – LOOKING FORWARD
- SOME QUESTIONS TO BE ANSWERED
- NEXT STEPS
- QUESTIONS AND DISCUSSION

Mr. Burke stated that a goal NH.2 from the Regional Plan states the City will "look to downtown Flagstaff as the primary focal point of the community character."

The following individuals addressed Council regarding street closures and Heritage Square:

- John Tannous
- Mark Lamberson
- Joan Martini
- Janet Avillar
- Katherine Farr
- George Averbeck
- Gordon Watkins

Some of the comments received included:

- Heritage Square is not meant to be a retail center, it is meant to be a space for performances and public meetings.
- The processes discussed in the presentation about Heritage Square are great.
- The Downtown Business Alliance is in support of the value matrix system proposed.
- Request that the lower volume and bass limitations be added to the criteria.
- Suggest limiting the closures to three per year, Fourth of July parade, Christmas light parade, and Dew Downtown.
- Do not feel that there is a level playing field right now with retail sales, should keep events to family events.
- There should be consultation with downtown businesses before a street closure is approved.
- Many people do not attempt to come downtown because of the parking situation.
- Do not want retail sales on the square 15 weeks in a row.
- Non-profits are local and constructive.

- Suggest putting together an evaluation committee made up of city and community representatives.
- There is a lot of inequity in the fee structure for Heritage Square.
- No more new events, parades, or street closures in north downtown.

Mayor Nabours stated there seems to be a feeling that there is no reason retail sales should be allowed at all in Heritage Square; it is a place for events. It is possible that a craft fair in conjunction with demonstrations would be ok. The long term events over multiple weeks should stop.

Councilmember Oravits stated that it is so inexpensive to utilize Heritage Square for retail sales that it is unfair to the downtown merchants who pay rent and taxes for their locations.

Councilmember Overton stated that he sees Heritage Square as a public venue. He does not want to get into telling an event producer what they can and cannot do and what they can and cannot sell. The high quality events bring people into a new kind of art and exposure. There is some problem with selling retail items but craft items or specialized items are different. There is an issue with repetitive events and he would like to see a more diversified pool of events. No one wants to see art in the park for 14 weeks in a row. A reasonable number needs to be determined and attempt to diversify what is attracted to the square. He suggested avoiding the first come first serve idea and encourage multiple uses. There can be a good mix of retail and events.

Vice Mayor Evans stated that if selling is a part of an event then it is different than a specific retail sale event. The purpose of the event should be taken into consideration. Heritage Square events should have a different application process than the standard special events packet as Heritage Square is a place not an event and the facility would be rented much differently.

Councilmember Brewster stated that to come and sell goods is not a good use of the facility. She suggested adding something into the matrix to say what the initial purpose of the event is and then connect the selling with the purpose. Additionally, Heritage Square events should be a separate application process.

Mayor Nabours asked if there is a time limit on the sound. Ms. Pavey stated that sound must end at 10:00 p.m. and can start no earlier than 9:00 a.m. 90 decibels is the max right now, Heritage Square could get to 86 decibels and be just fine. Mayor Nabours asked for that accommodation to be looked into further.

Mr. Burke clarified that a majority of Council is in favor of no retail sales downtown unless ancillary to an event, there has to be some kind of programming simultaneously.

Mr. Grube asked if a standalone application is desired for Heritage Square or an amendment in the current special event packet relative to Heritage Square. Council would like to defer to staff for their recommendation as they have to administer the process.

Mayor Nabours suggested putting together a moratorium on parades. Councilmember Oravits stated that he would like to see two of the four parades moved to Fourth Street where there is plenty of parking and places to walk.

Vice Mayor Evans suggested creating a sliding scale for fees associated with closures downtown versus other areas. By offering lower fees at locations outside of downtown it may encourage the parades to look at other areas.

Vice Mayor Evans expressed concern with the list of grandfathered events. The homecoming parade used to be on the NAU campus and Tequila Sunrise was different back then. The reason being is that students had to get back to campus to see and participate in the parade and there is a strict discipline policy that provided incentive to sober up and behave. The homecoming parade should not be grandfathered. Councilmember Brewster stated that it will be important to have collaborative discussions with NAU and the alumni association about the parade and other options.

Mayor Nabours clarified that two way streets are able to be closed without the consent of Council. Ms. Pavey indicated that that is correct but staff has made it a policy to bring these to Council for approval.

Councilmember Oravits asked how many street closures there are per year. Ms. Pavey responded that there are eight or nine per year and all have to come before Council with the exception of the four parades.

Council agreed that they would like to see every street closure application for the downtown area which consists of Route 66 to Elm. Ms. Pavey explained that the street closure application is rooted in various different departments in the City and there are a number of conditions required in order to be approved. Events cannot exceed five days including one day for set up and one day for tear down.

Mayor Nabours asked that criteria be added that addresses traffic flow and circulation in the community.

A break was held from 7:43 p.m. to 7:59 p.m.

7. **Regional Plan Discussion**

A. **Regional Plan Discussion #9 - Neighborhoods, Housing & Urban Conservation**

Councilmember Barotz left the meeting at 8:00 p.m.

Comprehensive Planning Manager Kimberly Sharp provided a PowerPoint presentation on Neighborhoods, Housing and Urban Conservation.

- CHAPTER XIII – NEIGHBORHOODS, HOUSING AND URBAN CONSERVATION
- MANAGING OUR NEEDS
- HOUSING NEEDS

- HOUSING CONTINUUM
- NEIGHBORHOOD AND URBAN CONSERVATION
- GOAL NH.1
- GOAL NH.2
- GOAL NH.3
- GOAL NH.4
- GOAL NH.5
- GOAL NH.6

The following individuals addressed Council about neighborhoods, housing and urban conservation:

- David Monihan
- Joanna Estes
- Carol Kendall
- Vance Peterson
- Angela Horvath
- Gaylord Staveley
- Jeff Knorr
- Rob Wilson
- Sophia Katz
- Norma Rodriguez
- Joy Staveley

Some of the comments received included:

- Concerns that this would end up with a property maintenance ordinance.
- Income rental properties and second homes need to be considered.
- People do not want to live in high density areas.
- Concerns with the cost of housing, explore options to make housing more affordable.
- Would like an addition to properly protect residents of displacement.
- Not interested in pursuing outward land acquisition.
- Do not urbanize Flagstaff.
- If the situation of homelessness is improved, the door will be open to more homelessness.
- The plan emphasizes compact development and vilifies the automobile.

Mayor Nabours asked about the commission discussion concerning open space, infill, displacement and sprawl. Ms. Sharp stated that over 70% of the community is considered suburban. The discussion was that Flagstaff is not going to be an urban city; however, small pockets of urban residential will improve walkability in the community. Those small areas of infill can make a big difference. Redevelopment is a different situation and has its own opportunities and challenges. The overall thought is to not change the character of the community.

Councilmember Oravits stated that he understands what Ms. Sharp is saying but he is concerned that the plan does not say that. Compact development is

mentioned ten times on one page which makes the plan seem like an urbanization plan. Ms. Sharp stated that the 2001 Regional Plan 1st goal is to encourage compact development; this is a continuation of that goal.

Vice Mayor Evans requested more emphasis placed on the individuals in the neighborhoods. For example, in the Helpful Terms box on page 13.3 the plan talks about preservation but does not discuss the people that are also important to the neighborhoods.

Vice Mayor Evans requested a line be inserted on page 13.7 after thoughts on affordability in the 3rd paragraph that reads "While many Flagstaff neighborhoods will experience change over time, existing neighborhood values and character as well as cultural diversity must be upheld during the redevelopment process. At first, to stabilize certain neighborhoods during the redevelopment may also be necessary."

Vice Mayor Evans noted that under Managing Our Needs it states that college students make up 20% of the City's population. NAU has a growth model right now that suggests that 25,000 students will be in Flagstaff within the next five years however, there is no plan for NAU to increase housing on campus. The plan addresses offsite housing for students but there is nothing that speaks to where offsite housing will be built. Crime is affected by high density development and would like the plan address offsite dormitories.

Also, on page 13-7, there is a lot of talk about neighborhood plans but there is no approval of such plans. If the City and the Regional Plan are saying these plans are going to be used, the City Council should approve them.

Vice Mayor Evans proposed a new goal of NH.1.7 on page 8-9 that prioritizes stabilization of a neighborhood's identity and maintain existing cultural diversity as new development occurs. Another proposed goal of NH.6.3 that when planning for redevelopment the existing needs of the residents should be addressed as early as possible in that redevelopment process.

Vice Mayor Evans also asked that a concept of a displacement or relocation policy be included in the plan.

On page NH.1.2 she said there is discussion about respecting traditions, and she would like more information on how that is being done. She also asked for a clear definition of how downtown is being defined.

B. **Regional Plan Discussion #8 - Ch. IX. Land Use**

Ms. Sharp stated that staff submitted the Land Use chapter through the Planning and Zoning Commission for discussion. The discussion included running four or five projects through the chapter to observe the flow. The result is an updated chapter; the content was not changed, only how it is organized.

Ms. Sharp offered a PowerPoint presentation on the Land Use chapter.

- PUBLIC COMMENTS GATHERED
- STATE STATUTES
- OUR VISION FOR THE FUTURE
- CONTEXT OF LAND USES
- AREA & PLACE TYPES
- POTENTAL GROWTH BASED ON
- AREA TYPES
- EMPLOYMENT
- SPECIAL PLANNING AREAS
- ACTIVITY CENTERS
- CORRIDORS
- NEIGHBORHOODS
- LAND USE TYPES
- ORGANIZATION OF AREA TYPES
- FUTURE GROWTH ILLUSTRATION
- EXAMPLE PROJECT

Using the example project, Mayor Nabours asked if a major amendment to the Plan would be needed to change the use of the parcel should the State sell the land. Ms. Sharp stated that it depends on what the owner wants to do as future suburban is quite broad.

Mayor Nabours asked if this plan dictates how a parcel may be used although the parcel is not currently owned by anyone. Planning Director Jim Cronk stated that the City assumes State land is private property and it is zoned accordingly. Mayor Nabours stated that section 20 is designated Suburban Future and asked if the owner wants a very dense community and commercial space, so it is more Urban Future, if a major amendment to the Regional Plan would be needed. Mr. Cronk responded yes, the City Council is voting on a future policy direction of a recommended use of the land. An owner can use existing entitlements they can use their existing zoning without touching the Regional Plan. Only in the instance that they want to rezone to something not contemplated by their existing zoning or the Regional Plan would there need to be an amendment.

Mayor Nabours asked how closely property owners have to be watching their property and what designations are being assigned as well as if there was notification to everyone about the potential designations. Mr. Cronk stated that there was notification to everyone and if there is a desire to change the zoning that is when attention is most important.

Councilmember Oravits requested that the Land Use section be postponed to another meeting as the time is getting late and many people who wanted to speak are leaving.

Councilmember Woodson stated that goal LU.4 applies to compact development however there is no discussion of compact development mentioned in the example. Mr. Burke asked staff to define compact development. Ms. Sharp stated that the discussions came from the 2001 Regional Plan and compact

development can be found in all areas. There is a whole page in the plan that defines compact development. Compact development in an urban area is more dense and it is walkable. Compact development in a suburban area is where there is an opportunity for shared open space. For example the FUTS trails connect schools, parks, and neighborhoods. Someone can get from place to place by walking if they want to. Compact development in rural areas is again the concept of shared space, for example a few ranchettes that share a horse pasture. It is a concept of using and sharing open space.

Councilmember Woodson offered that using the word compact is maybe a poor choice and suggested using the word connective instead. Mr. Burke agreed stating that this has been the biggest challenge because people hear compact and they thing that they are losing their backyards.

The following individuals addressed Council about land use:

- Tish Bogen-Ozmun
- Vance Peterson
- Gaylord Staveley
- Charlie Odegaard
- Charlotte Welch
- Michelle Thomas
- Mike Sistak, on behalf of the Flagstaff Chamber of Commerce
- Judy Louks
- Gabor Kofacs
- Sofia Katz
- Angela Horvath
- Terry O'Neal

Some of the comments received included:

- The activity center on the future growth illustration map on page IX 15 and 16 is located in a wildlife corridor called Huffman Tank; please consider moving the activity center.
- Keep the 2001 growth boundary as Flagstaff has not grown enough to even reach that boundary. If the City is looking to infill it should not be looking to expand.
- The plan is allowing the University to dictate growth. If more land is opened for new development it will drive up home prices.
- Consider using the land the City already has.
- There is a lot of redundancy throughout this chapter with other areas of the plan and that should be eliminated.
- The beginning of every chapter should have a disclaimer statement that says that the plan is not a legal mandate.
- There is concern about the lack of industrial use defined in the plan.
- High density development increases crime.
- Concerns with the preservation of the historic districts.

- Infill and redevelopment are essential; would like to see neighborhoods and families protected through the process.
- The plan is not a utopian vision of Flagstaff.
- Do not want growth but rather quality of what is existing.
- Concern of additional taxes for people that is not used efficiently for transportation; more than 90% of the community rely on cars, more buses and taxes to pay for them are not wanted or needed.

Councilmember Oravits asked Ms. Louks the amount of time spent of the land use section. Ms. Louks responded that three years was spent on the other sections and the Land Use section was pushed and hurried. The Citizen Advisory Committee (CAC) was broken into smaller groups so there was not the force and effect of the entire group. Councilmember Oravits asked if there was a lot of public participation during the land use discussions. Ms. Louks stated that there was very little public participation.

Vice Mayor Evans stated that she is concerned that the land use section of the plan does not mention the citizens or the people incorporated in the area. She proposed a new policy on page 9-64 LU.18.11 to read "the needs of existing residents should be thoughtfully considered during the reinvestment and redevelopment process." Additionally, this section of the plan should reference a relocation and displacement ordinance that is needed as well as the concept of where the City is going to place the off campus dormitories.

Councilmember Oravits stated that there are so many comments and concerns to discuss but the time is late and he requested additional time to discuss the chapter. He then noted on page IX 60 it discusses the use of automobiles and promotes a new preferred method of development in compact development. He requested a further discussion about what compact development is.

Councilmember Oravits noted IX 5 there is a paragraph that notes a paradigm shift in how the City addresses auto capacity last. While he encourages expanding walkability and biking, the community will continue to grow and vehicles will be used to travel. The plan needs to adequately plan for auto capacity since it is the primary mode of transportation.

Lastly, he offered that the Land Use section needs a lot of work and that he will email staff his detailed comments and concerns.

Councilmember Overton requested more in depth information included about industrial development. The City is limited on what is available but feel that it is important to address it more. There should be more focus on medium and high density industrial.

8. **Community Reinvestment Policy - Part 2**

Council requested that this item be discussed at a later meeting.

9. **Review of Draft Agenda Items for the October 15, 2013, City Council Meeting.***

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

Carol Kendall, resident, addressed Council to express a desire for more public input in the rezoning process.

10. **Public Participation**

None.

11. **Informational Items To/From Mayor, Council, and City Manager, and Requests for Future Agenda Items.**

None

12. **Adjournment**

The Work Session of the Flagstaff City Council held on Tuesday, October 29, 2013, adjourned at 10:12 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, OCTOBER 29, 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 4:01 p.m.

2. Roll Call

Present: Absent:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ (telephonically)
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 4:01 p.m.

4. **EXECUTIVE SESSION:**

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to ARS 38-431.03(A)(3).

i. Local preference for purchase of goods and services.

B. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to ARS 38-431.03(A)(7).

i. Purchase of property at Observatory Mesa.

5. ADJOURNMENT

The Flagstaff City Council reconvened into Open Session at 4:35 p.m. at which time the Special Meeting of October 29, 2013, adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, NOVEMBER 5, 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 4:28 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 4:28 p.m.

4. **EXECUTIVE SESSION:**

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

i. Potential Lot Sales in Autopark

5. <u>ADJOURNMENT</u>

The Flagstaff City Council reconvened into Open Session at 5:11 p.m. at which time the Special Meeting of November 5, 2013, adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, NOVEMBER 12, 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 4:02 p.m.

2. Roll Call

Present:	Absent:
MAYOR NABOURS	COUNCILMEMBER WOODSON
VICE MAYOR EVANS COUNCILMEMBER BAROTZ (telephonically) COUNCILMEMBER BREWSTER COUNCILMEMBER ORAVITS COUNCILMEMBER OVERTON	

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 4:02 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. Elevation, Campus Crest, Flagstaff Senior Meadows Development/Sewer Capacity Fees and other fees

5. <u>ADJOURNMENT</u>

The Flagstaff City Council reconvened into Open Session at 4:16 p.m. at which time the Special Meeting of November 12, 2013, adjourned.

_____

MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Anja Wendel, Senior Assistant City Attorney AW

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE:

Consideration and Approval of (A) Settlement Agreement; (B) Authorization for Litigation:** (A) Vedura Elevation, LLC (Elevation); (B) Campus Crest at Flagstaff II, LLC (The Grove Phase I) and FSL St. Francis Villas, LP (Flagstaff Senior Meadows) ***MOVED FROM THE 4:00 P.M. PORTION OF THE MEETING

RECOMMENDED ACTION:

(A) Approve Settlement Agreement with Vedura Elevation, LLC;
(B) Authorize litigation to collect outstanding balance of sewer capacity fees owed for the Grove Phase I and Flagstaff Senior Meadows.

Policy Decision or Reason for Action:

The City made errors in invoicing sewer capacity and other fees for multi-family residential developments. Following discovery of the errors, in May 2013 the City issued new invoices for amounts owed. Fees are still owed for three developments: Elevation, the Grove Phase I, and Flagstaff Senior Meadows. The City has reached a settlement in principle with the developer for Elevation, and a settlement agreement will be presented at the November 19, 2013 Council Meeting. CIty staff is recommending that the Council authorize litigation for collection of fees still owed for the other developments.

Subsidiary Decisions Points: The City has development agreements for the Elevation and Grove Phase I. Pursuant to these agreements the City must engage in settlement efforts and non-binding mediation before commencing litigation.

Financial Impact:

City sewer capacity fees and development fees are established by City ordinance, based upon studies and following a public hearing. The fees help pay for infrastructure and services that benefit the developments and community. The developers dispute the amounts owed. In the event the fees are not collected, the City will sustain losses. If litigation is authorized, the City will incur litigation expenses. In the event these matters proceed to trial, the City may recoup attorneys fees assuming it is the prevailing party.

Connection to Council Goal:

1. Repair Replace maintain infrastructure (streets & utilities)
11. Effective governance

Has There Been Previous Council Decision on This:

The City Council has received legal advice and considered settlement offers in prior Executive Sessions.

Options and Alternatives:

1. Approve Settlement Agreement with Vedura Elevation, LLC. (Elevation)

Pros: The City will recoup approximately 90% of the fees owed and avoid time and expense of ligitation.
Cons: The City will relinquish certain rights and waive 10% of fees owed.

2. Do not approve Settlement Agreement with Vedura Elevation, LLC, and authorize litigation.

Pros: The City may be able to recover the entire amount owed.
Cons: The City will incur the time, risks, and expense of litigation. The City may recover less than 90% of the amount owed.

3. Authorize litigation for collection of fees owed for the Grove Phase I and Flagstaff Senior Meadows.

Pros: City will be further along in efforts to collect fees owed. The City to date has been unable to achieve satisfactory settlement agreements, and this is the next step (after any required non-binding mediation).
Cons: The City will incur the time, risks, and expense of litigation.

Key Considerations:

The City has a fiscal responsiblity to ensure fees are collected, and that all developments pay their fair share of City infrastructure and services.

Community Benefits and Considerations:

The Flagstaff community through the City's elected officials has approved the fees for developments.

Community Involvement:

Inform

Expanded Options and Alternatives:

City staff hopes that these matters will be resolved amicably and will continue to work towards that goal.

Attachments: Settlement Agreement - Elevation

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 12th day of November 2013, by and between the City of Flagstaff, Arizona, a municipal corporation ("City") and Vedura Elevation, LLC, a Delaware limited liability company ("Vedura").

RECITALS:

A. Vedura completed construction of multi-family residential housing known as the Elevation Apartments, located at 5000 N. Mall Way within the City of Flagstaff in 2013;

B. During construction, the City invoiced Vedura for development and sewer capacity fees (collectively, "Construction Fees") owed for the Elevation Apartments;

C. Following completion of construction, in 2013 the City discovered invoicing errors and determined the Construction Fees for the Elevation Apartments were underpaid respectively in the amounts of $133,884.59 and $491,545.00, or a total of $625,429.59 ("Amount Owed");

D. Vedura disputes the Amount Owed.

TERMS AND CONDITIONS:

WHEREAS, the parties desire to avoid the time, expense and inconvenience of further dispute concerning collection of the Amount Owed, the parties hereby agree as follows:

1. Settlement Amount. Vedura shall pay City the sum of Five Hundred Sixty-Two Thousand Eight Hundred Eighty-Six Dollars and Sixty-Three Cents $562,886.63 ("Settlement Amount") in full on or before January 2, 2014. The Settlement Amount represents 90% of the Amount Owed. Payment shall be made payable to the City of Flagstaff and remitted to the City Finance Department, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

2. Effect of Payment. Vedura's payment of the Settlement Amount, shall be in full and complete satisfaction of any Construction Fees owed by Vedura to the City as of the date of issuance of the final certificate of occupancy for the Elevation Apartments, whether known or unknown, including but not limited to the Amount Owed, and any accrued interest.

3. Definition of Construction Fees. Construction Fees shall specifically mean any fees owed by Vedura to the City pursuant to the Development Agreement and Waiver dated March 3, 2011 by and between the City and Vedura as successor in interest to Vedura Flagstaff, LLC an Arizona limited liability company ("Development Agreement"), and City ordinances incorporated by reference, as of the date of issuance of the final certificate of occupancy for the Elevation Apartments. Such term does not include taxes, bonds or warranties as to work.

4. Release and Waiver. Upon payment of the Settlement Amount: (i) Vedura hereby releases the City, its council members, officers, agents, employees from any and all claims, defenses, actions, or causes of actions, whether known or unknown, Vedura has, or has had, related to the Construction Fees, and waives the same; and upon receipt of the Settlement Amount: (ii) the City hereby releases Vedura, its members, officers, agents, employees and successors from any and all claims, defenses, actions, or causes of actions, whether known or unknown, the City has, or has had, related to the Construction Fees, and waives the same.

5. Compromise. This Agreement is not an admission of liability, but is entered into as a compromise.

6. Effect of Breach. If the Settlement Amount is not paid when due, the City may, following notice to Vedura and opportunity to cure not to exceed 15 days from receipt of such notice: (i) immediately file an action for enforcement of this Agreement and/or collection of the Settlement Amount, including statutory interest, or (ii) file an action for collection of the Amount Owed, including accrued interest, pursuant to any other lawful authority. In the event of breach of this Agreement, neither the City nor Vedura shall be required to first engage in non-binding mediation pursuant to the Development Agreement, Paragraph 6.2 prior to commencing litigation, and nothing herein shall preclude the parties from exercising all remedies available at law.

7. Admissibility. This Agreement shall not be admissible in any proceeding except a proceeding to enforce this Agreement under its terms.

8. Attorneys' Fees. In the event of any action to enforce this Agreement, the prevailing party is entitled to recover its attorneys' fees and court costs.

9. Finality. This Agreement is final and conclusive except to the extent City can demonstrate fraud, malfeasance or misrepresentation of material fact by Vedura relating to the Construction Fees.

10. Complete and Binding. This Agreement represents the complete understanding of the parties and there are no other agreements or representations. Any amendment must be approved in writing by both parties. The Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

11. Authority. Each party represents it has authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year as written above.

VEDURA ELEVATION, LLC, a Delaware limited liability company
By: Vedura Elevation Manager LLC, an Arizona limited liability company
Its: Manager
By: VEM Manager LLC, an Arizona limited liability company
Its: Manager
By: Vedura PRF LLC, an Arizona limited liability company
Its: Manager
By: Paul R. Fannin
Paul R. Fannin
Its: Manager

CITY OF FLAGSTAFF

_____

By: Mayor Nabours

Attest:

_____

By: Elizabeth Burke, City Clerk

Approved as to form:

_____

By: City Attorney's Office

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Roger Eastman, Zoning Code Administrator

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE:

Public Hearing: Consideration of a Major Amendment to the Flagstaff Regional Plan for Little America Hotels and Resorts, Inc.

RECOMMENDED ACTION:

Hold Public Hearing

Policy Decision or Reason for Action:

A public hearing of the City Council is required for all applications for a major amendment to the (current) Flagstaff Regional Land Use and Transportation Plan.

Financial Impact:

None.

Connection to Council Goal:

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

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

None at this time as the purpose of this agenda item is to hear from the public on the proposed Regional Plan amendment application for Little America Hotels and Resorts, Inc.

Background/History:

Design Workshop on behalf of Little America Hotels & Resorts, Inc. has submitted a **Major Regional Land Use and Transportation Plan Amendment Application** to the City of Flagstaff, and has submitted all required materials and studies within the legal time frames as established in City Code Title 11 (General Plans and Subdivisions). The proposed development is comprised of 537 acres south of Butler Avenue and east of Interstate 40. Approximately 42 acres of the property includes the existing Little America hotel which is currently designated as Regional Commercial on the RP Land use Map. The remainder of the property is designated as Planning Reserve Area.

The Planning Reserve Areas (PRAs) are generally at the periphery of urbanized areas, are guidelines intended to accommodate a range of densities and other non-residential uses, and are considered suitable for future urban development. Land designated as PRAs do not currently have City services, but are generally close to existing development and available urban services. The Regional Plan also identifies that some of the areas are to be preserved for urban open space. A complete description of the Planning Reserve Areas may be found on Pages 1-19 through 1-20 and 1-35 through 1-38 of the existing Regional Plan, copies of which are attached.

The applicant is proposing to retain the existing Little America Hotel; to add a new 200-room resort associated with a new 18-hole golf course that will be open to the public; a neighborhood commercial center in the vicinity of the existing truck stop with approximately 157,000 sq. ft. of new commercial uses on 9 acres; approximately 1,400 new residential units ranging from low density, through medium density, to high density on approximately 336 acres; and a variety of recreational uses including public parks, the public golf course, FUTS and hiking trails on approximately 148 acres.

A detailed explanation of the requested amendment to the Regional Plan Land Use Map (Maps 3 and 4) is included in the attached report to the Planning and Zoning Commission (Page 10 of 15). Note that no text amendments to the existing Flagstaff Regional Plan are proposed.

The complete application and all supplementary reports are available for the City Council and the public on-line. All links are provided in the attached staff summary report to the Planning and Zoning Commission for their November 13, 2013 second public hearing.

Key Considerations:

At this time, the key consideration for the City Council is the need for a public hearing for this application based on the requirements of City Code Title 11 (General Plans and Subdivisions) and applicable state law.

Expanded Financial Considerations:

Not applicable.

Community Benefits and Considerations:

A summary of the benefits that the Flagstaff community may realize is included in the attached staff summary for the Planning and Zoning Commission's public hearing #2, held on November 13, 2013 at the Flagstaff Aquaplex.

Community Involvement:

Inform and Consult: Representatives for the applicant - Design Workshop - and their team hosted a required neighborhood public meeting at Little America on September 10, 2013 that was attended by 58 community members. The attached staff summary for the Planning and Zoning Commission's public hearing #2, on November 13, 2013 includes a summary of the principle issues and concerns discussed at this meeting, as well as a link to all of the comments that were submitted. The Planning and Zoning Commission has also held a work session on the Little America Regional Plan Major Amendment

application on October 9, 2013, as well as required public hearings on October 23, 2013 and November 13, 2013. All materials submitted in support of the application have been posted to the City webpage since early summer, 2013.

On November 13, 2013 the Planning and Zoning Commission held a second public hearing on the requested major amendment application as required by state law. Approximately 25 - 30 residents attended the hearing, of which only four chose to speak to the Commission. Two of the speakers spoke in support of the project, acknowledging the many community benefits it would bring to Flagstaff and encouraging the Planning Commission to recommend its approval. The two other speakers opposed the project and urged the Commission to not recommend its approval, noting that while it was "a good proposal except for the golf course, this project sends the wrong message to Flagstaff residents about water use." Both speakers expressed concern with the proposed use of City reclaim water on the golf course, and suggested that the golf course component of the project should be removed from the proposed plan.

The Commission debated the merits of the project, expressed their concerns, and asked numerous questions of staff and the applicant's representative. The Commission's two greatest concerns were with regard to the use of reclaim water on the golf course, and with the residential density proposed in the project being too low. By a 5-2 vote the Commission eventually moved to approve case number PSPR20130013, the request for a major Regional Land Use and Transportation Plan Amendment for Little America Hotels and Resorts, Inc. subject to the 11 conditions as listed in the staff report (Page 14 of 15) with the addition of a new condition that would "require the use of reclaimed water on the golf courses and other open space within the project."

Draft minutes of the Planning and Zoning Commission's November 13, 2013 meeting are attached.

Expanded Options and Alternatives:

Not applicable at this time.

Attachments: November 13, 2013 Staff Report to P&Z Commission
PRA Attachment
P&Z Minutes 2013Nov13

Planning and Zoning Commission Staff Report
City of Flagstaff – Comprehensive Planning

October 15, 2013

To: Planning and Zoning Commission

From: Kimberly Sharp, AICP –Comprehensive Planning Manager

Meeting Date: November 13, 2013

Re: Little America Hotels and Resorts, Inc. Major Plan Amendment Application

Public Hearing #2 [City of Flagstaff Aquaplex Community Meeting Room, 1702 N. Fourth St. – 5 p.m.]

Application Number: PSPR20130013

REQUEST

Little America Hotels & Resorts, Inc. has submitted a Major Regional Land Use and Transportation Plan Amendment Application to the City of Flagstaff, and has submitted all required materials and studies within the legal time frame (City Code Title 11). Address: 2515 E. Butler Avenue.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Regional Land Use and Transportation Plan amendment to the City Council with a recommendation for approval with conditions. Items in this report typed in blue indicate a variation or addition from the Staff Report dated October 23, 2013 – Public Hearing #1.

PRESENT LAND USE:

Developed land (approx. 42 acres) Regional Commercial – no change requested; undeveloped land (approx. 495 acres) in Planning Reserve Area land use category – land use amendment request.

PROPOSED LAND USE:

The proposed development is comprised of 537 acres south of East Butler Avenue and east of Interstate 40, and includes retaining approximately 42 acres of existing Regional Commercial land use designation at the Little America hotel site, with the remainder of the undeveloped site changing from the designated Planning Reserve Area to land use designations of:

- Regional Commercial – *approximately 9.7 additional acres*, with:
  - Hospitality [an additional hotel/resort with resort amenities including a public golf course and club house];
  - A neighborhood commercial center at the current truck stop location (approx. 157,000 sq. ft. net increase);
- High, Medium and Low Density Residential (approx. 1,400 units) – *approximately 336 acres*;
- Recreational facilities including FUTS trails, hiking and biking trails, parks, and a public golf course – approximately *148 acres*.
- From the Applicant's submission, p. 5:

Little America Development – Land Use		
Current Land Use	Land Proposed Land Use	Acres
Commercial Regional/Community	Commercial Regional/Community	41.8
Planning Reserve Area	Commercial Regional/Community	9.7
Planning Reserve Area	Low Density Residential	25.7
Planning Reserve Area	Low Density Residential Amenity (golf course)	182.1
Planning Reserve Area	Medium Density Residential	57.7
Planning Reserve Area	High Density Residential	71.0
Planning Reserve Area	Open Space	148.7536
	Total Acres	536.8

SURROUNDING USES

North: Interstate-40 and Regional Commercial – tractor trailer parking; Black Bart's restaurant and campground.

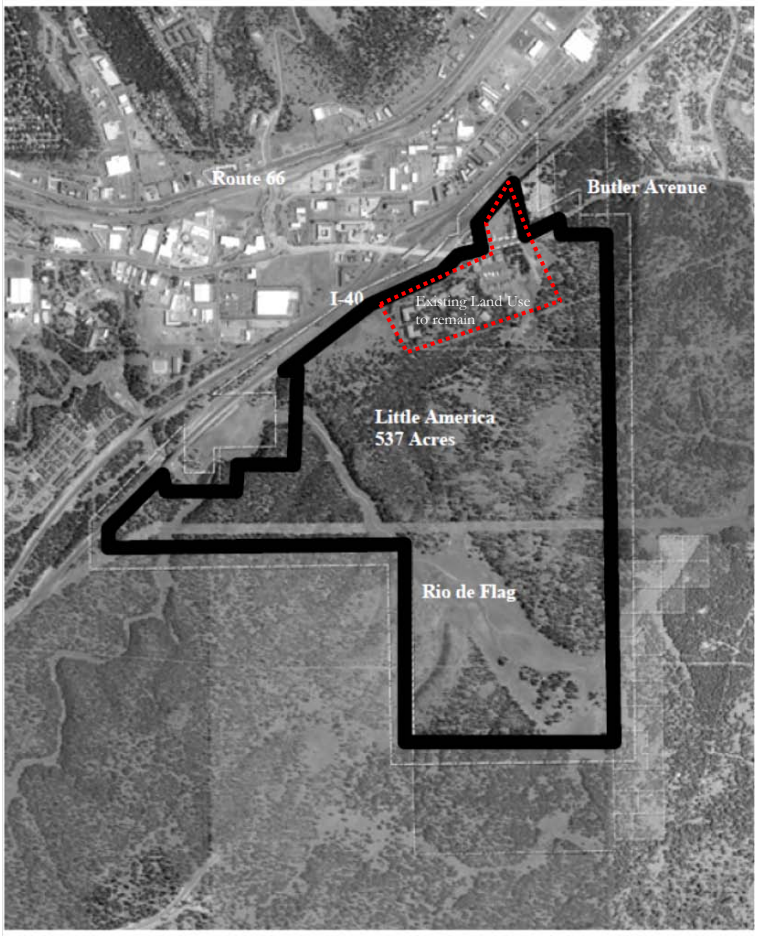
East: Herold Ranch Road, low-density residential and estate residential; county island with rural residential; the future Canyon del Rio neighborhood development.

South: Undeveloped land – Planning Reserve Area land use designation.

West: Rio de Flag, undeveloped land and Single-family residential and institutional uses; future Juniper Point neighborhood development

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find that the proposed Flagstaff Area Regional Land Use and Transportation Plan (the current "Regional Plan") amendment meets the requirements of Division 11-10.10.020 of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Regional Plan, the goals and policies set forth as guidelines should be weighed against the requested changes. "General plans are not static documents; they recognize growth as a dynamic process, which will require revisions to the plan as circumstances, prudent, and compelling reasons warrant" (Regional Plan, p. 1-9).



STAFF REVIEW

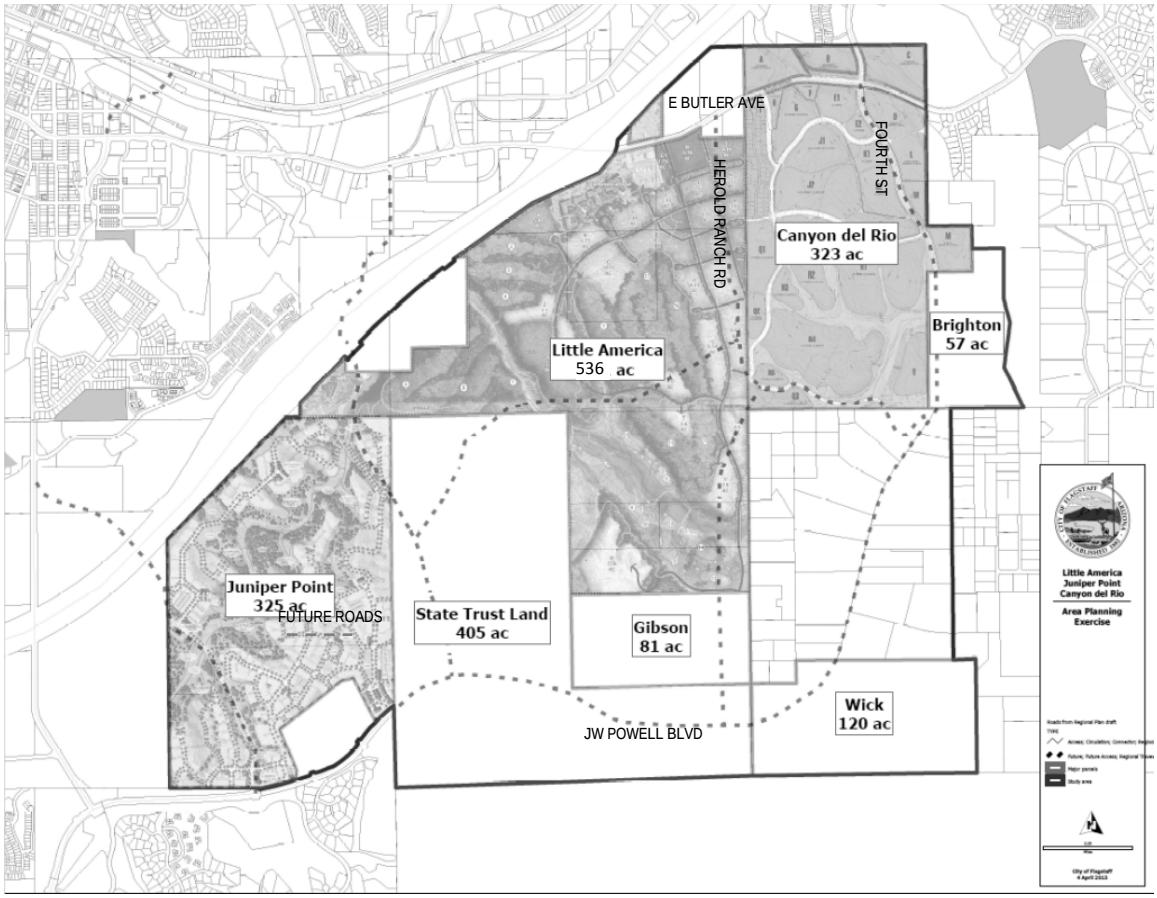
Background

Little America Flagstaff Hotel is owned by the R.E. Holding family, who built Little America Flagstaff in 1972. The family-owned resort company owns other facilities in Wyoming, Utah, and Arizona, Sun Valley Resort in Idaho, and Snowbasin Resort in Utah. The existing Flagstaff hotel consists of 247 sleeping rooms, swimming pool, playground, volleyball court and nature trails. Many local community members use the existing trails on the property for recreation and bicycle commuting. The family intends to keep the property open to the public. The family business also operates a truck stop at this location.

Design Workshop out of Denver, Colorado, is the submitting design team coordinating between the owner and the City of Flagstaff, via the owner's representative, Wally Huffman.

Location

The Little America development is located centrally in the City of Flagstaff, and is located between two other master planned communities currently under review– Canyon del Rio and Juniper Point (see map below). The Rio de Flag runs through the property, as well as many social hiking trails. A City utility pump station sits on Little America property along the Rio de Flag. The map below also outlines Regional Plan roads from *Map 10: Circulation – Regional Roadway Categorization Plan*.

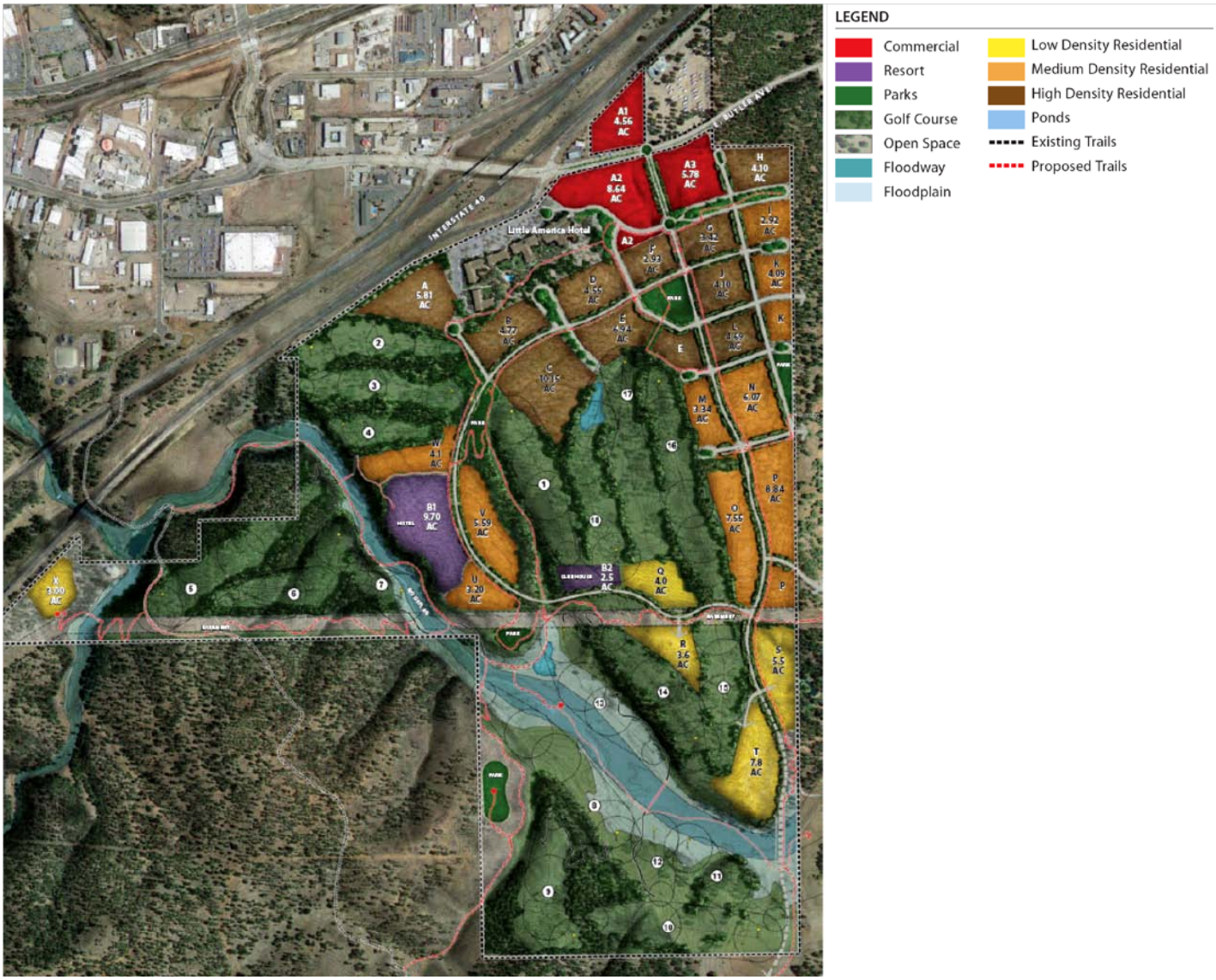


Major Plan Amendment and Reports

The applicant submitted all required materials for a major Regional Land Use and Transportation Plan amendment by the due date of July 1, 2013. The full application and reports are available for the public on-line: http://www.flagstaff.az.gov/index.aspx?nid=1342 . All of the items below are hyperlinked to the City of Flagstaff website:

- Little America Major Plan Amendment
  - Exhibit A - Legal Description
  - Exhibit C - Water/Wastewater/Reclaim Water Analysis
  - Exhibit D - Traffic Impact Analysis Report
    - Traffic Background Exhibits
    - Re-submitted Traffic Impact Analysis Report *(09/20/13)*
  - Exhibit E - Drainage Impact Analysis
  - Exhibit F - School Impact Analysis
  - Exhibit G - Economic Development Analysis
  - Exhibit H - Cultural Resource Study
  - Exhibit J - Coconino County Assessors Map
  - Neighborhood Meeting Report *(10/09/13)*
  - Planning & Zoning Work Session presentation *(10/09/13)*

The Little America Major Plan Amendment Application includes a '**masterplan**', which is represented in the graphic below.



Phasing:

The Little America development project is proposed to be developed in twelve phases, over a 10-15 year time frame. After the full approval process for a Major Plan Amendment and re-zoning is complete, the project will also be required to obtain site design approvals and building permits for each phase before construction can begin. The following table outlines the phases, and 'Areas' are outlined in the Development Master Plan, p. 3 of this report. Phases 1-4 are primarily the multi-family developments near East Butler Avenue. The resort, club house and golf course are proposed for Phase 5. The existing truck stop is proposed to be phased out during phases 2-4.

Little America Flagstaff
Proposed Development Summary
April 12, 2013

Little America Proposed Development - Residential

	Acres	Units/Acre	Total Units	Notes
Area A	5.81	20.0	116	Phase 5 – Multi-family Residential
Area B	4.77	14.0	67	
Area C	10.15	14.0	142	Phase 6 & 7
Area D	4.55	16.0	73	Phase 2 & 3 – Multi-family Residential
Area E	6.94	14.0	97	
Area F	2.93	18.0	53	
Area I	4.10	20.0	82	Phase 1 – Multi-family Residential
Area J	3.42	18.0	62	
Area K	2.92	12.0	35	
Area L	4.10	16.0	66	Phase 4 – Multi-family Residential
Area M	4.09	12.0	49	
Area N	4.69	14.0	66	Phase 6 & 7
Area O	3.34	12.0	40	Phase 9 – Medium Density Residential
Area P	6.07	12.0	73	
Area Q	7.55	12.0	91	Phase 10 & 11 – Single-family Residential
Area R	6.82	12.0	82	
Area S	4.00	4.0	16	
Area T	3.60	4.0	14	
Area U	5.50	4.0	22	
Area V	7.80	4.0	31	
Area W	3.20	8.0	26	Phase 8 – Single-family Residential
Area X	5.59	8.0	45	
Area Z	4.10	8.0	33	Phase 12 – Medium Density Residential
Area ZZ	3.00	4.0	12	
Developed Acres / Total Units	119.0		1,391	

Little America Proposed Development - Commercial (Retail/Hotel/Conference Center)

	Acres	Commercial / Conf Sq Ft	Hotel Rooms	Notes	
Area G - Service Area Phased Out	8.64	94,090	0	Commercial/retail*	
Area H	5.78	62,944	0	Commercial/retail*	Phase 1
Area AA	4.56	49,658		Commercial/retail*	Phase 12
Hotel/Conference Center and public golf course	9.70	40,000	200	Hotel-Conf Space / Rooms	
Clubhouse	2.50	20,000	0	Clubhouse	Phase 5
Totals w/o Service Area	26.62	217,034	200		

*All Commercial/Retail calculated at .25 Floor Area Ratio (FAR)

Community Benefits

The applicant states that "The Little America Neighborhood will provide several community and public benefits to the City of Flagstaff." - Page 5 of their application report, including:

- "Increase the City's tax base from lodging, retail, restaurant and recreational sales as well as through property tax from new commercial and residential development.
- The creation of approximately 500 jobs directly related to the Little America Neighborhood, primarily attributable to visitor-related spending.
- Housing opportunities including a diversity of densities and types.
- A new community destination that does not compete with, but rather complements downtown Flagstaff. Additional visitors and residents in the Little America Neighborhood will patronize Flagstaff's existing retail outlets and restaurant.
- A new hotel and supporting amenities that will complement the existing Little America Hotel and offer a new level of visitor experience within the Flagstaff market with immediate access to golf and other proposed recreational activities.
- Additional community recreational facilities including a public 18-hole golf course and an approximate five-mile trail system within the Little America property that connects to and expands the existing FUTS trail system, passive and active parks, a community garden as well as the potential for the activities listed on the Recreational Matrix – Potential Activity Program Summary.
- The addition of several parks within the proposed residential areas and throughout the Little America Neighborhood designed to complement the trail system and take advantage of the views.
- Restoration of existing and creation of new wetlands within the Rio de Flag corridor.
- A new neighborhood, design with SMART goals in mind, with a diverse selection of housing types, a mix of uses including retail, recreation and tourist attractions all within walking distance of each other. The neighborhood will also offer pedestrian/bike trails and walkable streets with connections to the city's transit system.
- Reduce the number of curb cuts along E. Butler Avenue and the potential addition of a roundabout near the existing E. Butler Avenue and Harold Ranch Road intersection."

Policy Review

The Major Plan Amendment application is applicable to Map 3: Regional Land Use Plan map and Map 4: City Land Use Plan map. The proposal does comply with the *Flagstaff Area Regional Land Use and Transportation Plan's* goals and policies, and the application gives a thorough review on p. 70-76. The summary of the goal and policy analysis is as follows:

LAND USE GOAL 1

- Policies LU1.3 & LU1.5: The master plan for the Little America Neighborhood is within the Urban Growth Boundary and proposes compact mixed-use development that meets the required average density for the Planning Reserve Areas in which it is included.
- Policy LU1.4: Access to public lands is maintained through the inclusion of trails within the Little America Neighborhood that connect to the regional FUTS trail system.
    - Strategy LU1.6 (a): The extension of John Wesley Powell Boulevard and Herold Ranch Road are being discussed by a consortium of property owners in the area including the owners of the Little America property. The extension of these proposed roads and associated infrastructure are being investigated with regard to alignment, costs, financial responsibility and timing.
- Policy LU1.11: The master plan for the Little America property includes the key elements of traditional neighborhood design, including mixed land uses, walkable neighborhoods, a diversity of housing types and a trail system that offers alternative transportation options. The master plan is designed to complement the existing development by placing commercial and high density housing near E. Butler Avenue to invigorate activity near the transportation corridor and by reducing density to the east to complement the potential development at Canyon del Rio.

LAND USE GOAL 2

- The Little America property is within the urban growth boundary; therefore, the policies for rural growth areas are not applicable to this application.

LAND USE GOAL 3

- While the Little America property does not border Forest Service Lands, it does share a border with State Land Trust land. It is understood that this land is intended to be sold to benefit the state's educational system; however, at this time it remains undeveloped. The master plan includes recreation and open space areas that border the State Trust Land property. Connections to trails that run through State Trust Land are included in the plan.

COMMERCIAL DEVELOPMENT GOAL 1

- Policy C1.1: Commercial opportunities are present in the Little America Neighborhood and they have been placed near the transportation corridor along E. Butler Avenue and I-40 to maximize access to the retail and services for residents and visitors. The commercial area generally coincides with the location of Commercial Regional/Community on the Regional Plan Land Use Plan maps.
- Strategy C1.3(a): Future commercial development is included within the mixed-use area and is intended to offer a variety of ground floor retail providing the goods and services necessary to meet the needs of the neighborhood, surrounding community and visitors. The possibility of office suites above the retail may be included and can be accommodated to further serve the neighborhood. The buildings will be designed to create a neighborhood and serve as an amenity to residents and commuters on E. Butler Avenue and I-40.
- Strategy C1.3 (b): Adequate surface parking will be included within the commercial areas. The parking areas will include landscaping to soften the appearance from the road and within the development.
- Policy C1.4: The trail system within the Little America Neighborhood will extend to the commercial area providing an alternative transportation opportunity to residents.

COMMERCIAL DEVELOPMENT GOAL 2

- Policy CD2.1: Design guidelines will be established for the Little America Neighborhood that encourage quality design, complement the neighborhood's setting and embrace the resort nature of the project.
- Policy CD2.2: Streetscape designs will comply with road cross sections and landscape design standards.
- Policy CD2.4: The archeological survey conducted on the Little America property found no historic properties or archeological resources.
    - Strategy 2.5(a): Neighborhood parks and the potential for a community garden are an integral component of the Little America master plan as public gathering places to encourage community interaction.
    - Strategy 2.5(b): Parking lots will be designed and landscaped to visually break up large areas of surface parking and be screened from the public right-of-way.
    - Strategy CD2.5(c): Design guidelines will be established for the Little America Neighborhood.

NATURAL AND CULTURAL RESOURCES AND THE ENVIRONMENT GOAL 1

- Strategy NCR1.2 (b): The resort/public golf course will utilize reclaimed water for irrigation. Additionally, the neighborhood parks and streetscape within the development will use reclaimed water for irrigation to reduce the use of potable water.
- Strategy NCR1.2(c): Detention ponds have been incorporated into the golf course design in order to capture stormwater run-off within the site.
- Policy NCR1.6: Landscape buffers will be utilized for residential areas near E. Butler Avenue and I-40 in order to reduce traffic noise.
- Policy NCR1.9: The Little America Neighborhood Design Guidelines will include strategies to reduce night glare and ensure adherence with the City's lighting standards, which respect Dark Sky initiatives.
- Policy NCR1.10: The archaeological survey conducted on the Little America property found no historic properties or archeological resources.
- Policy NCR1.12: A complete analysis of the existing conditions on the Little America property was conducted prior to the commencement of planning. As such, the ecosystem and sensitive areas have been identified and avoided where possible. The master plan proposes to restore portions of the Rio de Flag that have been overtaken by noxious weeds and restore natural vegetation to these areas in an effort to improve not only the stream corridor but the plant and wildlife it supports.
- Policy NCR1.18: Floodplain and wetland restoration along the Rio de Flag will be completed in order to remove noxious weeds along the main flow channel.

COST OF DEVELOPMENT GOAL 1

- Policies and strategies related to cost of development are included in the Community Facilities and Services Element.

TRANSPORTATION GOAL 1

- Policy T1.1: The major roads within the Little America Neighborhood have been designed to accommodate multi-modal transportation alternatives including single-occupant, multi-occupant vehicles and public transit. Sidewalks and trails provide opportunities for pedestrian and bicycle transportation within the neighborhood with connectivity to the regional FUTS trail system.
- Policy T1.2: The road network within the Little America Neighborhood includes connection to the regional road system including E. Butler Avenue as well as connections to the proposed Canyon del Rio development to the east. A potential road connection to John Wesley Powell road to the south needs to be investigated.
- Strategies T1.2(a)(b) & (c): Design of the roads, required signaling, cross sections, design and connectivity will adhere to the guidelines established by the City.
- Strategy T1.9: The roads within the Little America Neighborhood will be pedestrian and bike friendly with landscaped sidewalks enabling transportation within the neighborhood. The proposed trail system provides connections to the regional FUTS trail system.

TRANSPORTATION GOAL 2

- Policy T2.3 (a): The major roads within the Little America Neighborhood have been designed to accommodate multi-modal transportation alternatives including multi-occupant vehicles and public bus transit.

TRANSPORTATION GOAL 3

- Policy T3.1: The existing and future trails on the Rural Open Spaces and Trails Plan has been incorporated into the master plan for the Little America property. The trail system within the property provides access not only within the property but takes advantage of possible links to the greater regional FUTS trail system.
- Policy T3.2: The design of the Little America Neighborhood promotes pedestrian-friendly access through the use of sidewalks and a comprehensive trail system that links the residential areas to the commercial and recreational uses on the property.

TRANSPORTATION GOAL 4

- Policy T4.1: Employment centers including retail, office and the existing Little America Hotel are located on E. Butler Avenue providing employees with easy access to regional transit lines along this road. Residents of the neighborhood can utilize the pedestrian-friendly trail system and/or sidewalks along the roads to access public transportation or E. Butler Ave.

COMMUNITY FACILITIES AND SERVICES GOAL 1

- Policy CFS1.1 (c): The proposed phasing plan for Little America has been developed to enable logical expansion of public facilities to serve the neighborhood. All standards for services for new developed will be complied with.

COMMUNITY FACILITIES AND SERVICES GOAL 1

- The master plan shows four means of access to the Little America Neighborhood: one directly onto E. Butler Avenue and three to the east through the proposed Canyon del Rio development to 4th Street. A potential fifth access point is shown to the south pending the decision to extend John Wesley Powell Boulevard and Herold Ranch Road.
- The Little America Neighborhood falls within the jurisdiction of the Flagstaff Fire Department. The closest existing fire station to the Little America property is on Butler Avenue to the east of the project, and a second proposed fire station included on Map 19: Regional Fire Protection Plan – Districts and Station map is located in the vicinity of the proposed Little America Neighborhood.

Planning Reserve Area

As a Planning Reserve Area (PRA) there are certain requirements to which the development proposal has been designed. From *Flagstaff Regional Land Use and Transportation Plan* (RLUTP) *(pp. 1-36 – 1-38)*: To approve the development of a Planning Reserve Area (PRA), a proposal must be determined to:

1) Be Consistent with Regional Plan policies
2) Have Appropriate land uses and densities *as outlined in the RLUTP*
3) Have Adequacy of public facilities *(roads, pedestrian/bicycle connections, water, sewer, reclaim water, parks)*

(1) Consistency with Regional Plan Policies: The Little America Hotel and Resorts development proposal for 537 acres includes an illustrative master plan that provides for a mix of uses consistent with Regional Plan policies for activity center(s), different housing types and densities, and various intensities of commercial and employment uses. Parks, a public golf course and public trails are also provided. An area for an institutional use (such as a school) is not designated. The applicant may consider Incentives for Affordable Housing, but is not prepared at this stage of the project to commit to incorporating minimum 10% affordable housing into the whole project. This issue will be revisited during the rezoning application phase. *See 'Policy Review' pp. 5-7, this summary*. The project has initiated and invited substantial community feedback. *See Neighborhood Meeting Report – hyperlink above and noted in this report.*

(2) Appropriate Land Uses and Density – the development proposal indicates it will work in conjunction with proposed development (Canyon del Rio) to the east, and proposes a public golf course, FUTS trails, and stream restoration integrated into the sensitive natural landscape of the Rio de Flag riparian way. Highway I-40 and City-owned property for public utilities infrastructure border the project to the north west. The applicant is aware of its need to coordinate with the Arizona Department of Transportation (ADOT) regarding I-40 and the interchange onto Butler Avenue. The applicant is also currently discussing mitigating land needs with the City of Flagstaff along the western edge of the property. As a city utilities pump station was constructed on Little America land in 1991, there is a desire to swap land between the City of Flagstaff and Little America so that the pump station will be on city-owned land. This will be further evaluated and resolved at the re-zone phase of the project. To the far west and south is undeveloped Arizona State Trust Land, Section 26, and privately-held vacant land. The most intense residential and commercial development is proposed along Butler Avenue and within ¼ mile of a Mountain Line transit stop. The least dense development is towards the forested are to the south, which is appropriate and compliant with policies for transition of densities.

Density:

- The development of the area of the site designated as PRA should average 6 dwelling units per acre to be compliant with Regional Plan – *a portion of the property is within a '5 units per acre' PRA, and a portion is in a '7 units per acre' PRA category.*
- Average density of the proposed development was calculated as (RLUTP, p. 1-37)

	537	Total acres
-	47.8	existing commercial and proposed new commercial
-	182	public golf course
-	56.1	Rio de Flag Floodway
	251 acres	

► 1415 units / 251 acres = 5.64 duc

► this density includes other open space, roads and utilities easements.

As proposed, the Little America proposal does not meet the Flagstaff Regional Plan PRA recommended average density of 6 dwelling units per acre. The project overall will maintain the community's intent of higher density at the activity center (E. Butler Avenue and Herold Ranch Road) and within close proximity to existing infrastructure. Lower densities are proposed to the south, as outlined in the Regional Plan. It is also appropriate that this development is proposing a majority of multi-family residential uses (86% of the residential acres for multi-family) versus 14% of the residential acres for single-family residential. The Traffic Modeling shows that intersections and the overall traffic grid is negatively impacted by the proposed average density of 5.64 dwelling units per acre. The Regional Plan is asking for higher densities, yet the community concerns over traffic congestion and increased water use, the applicant's current market analysis and traffic impacts indicate slightly lower densities are may be appropriate for this development.

The applicant submitted their own calculations for density, and they also subtracted steep slopes (17%+) and the utility easement from the calculation, to have an average gross density of 7.81 units per acre. This density average meets the requirement for the PRA of more than 6 units per acre; yet this particular calculation subtracted steep slopes and utility easements, which are not part of the RLUTP, p. 1-37 gross density formula. The Planning and Zoning Commission may discuss the amendment approval options with the proposed densities or recommend others.

Staff offers the following options for the commission's consideration:

- Approve the Major Plan Amendment with less density as outlined in the Regional Plan as part of the amendment. (RECOMMENDED)
- The development master plan will be revised to show an increased density to meet the average density of 6 dwelling units per acre, and subsequently address traffic concerns this entails.

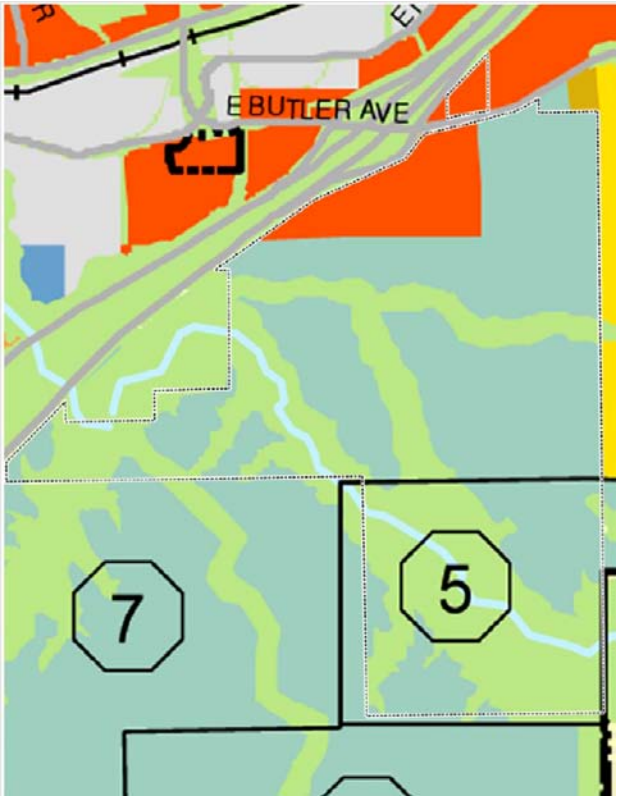
Land Use Catagories:

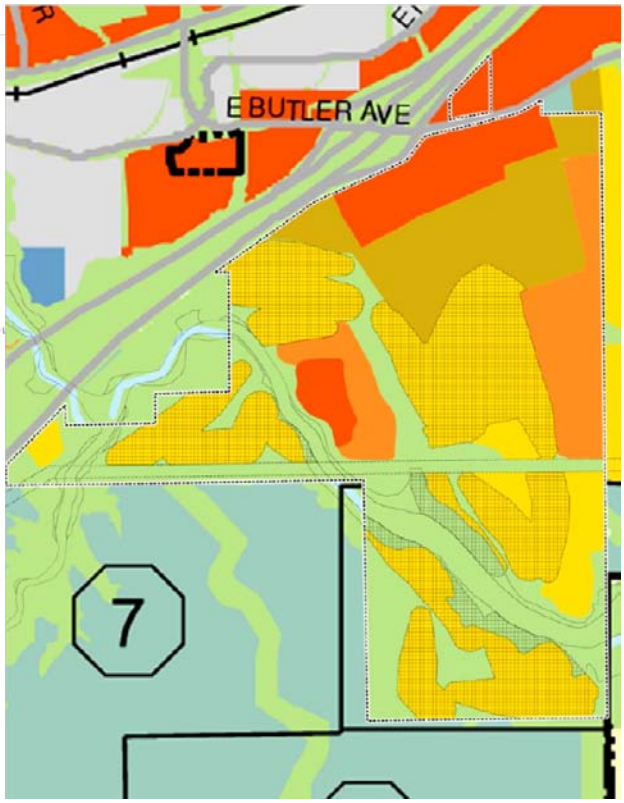
Existing Land Use Catagories

The current Land Use on the Little America Property includes Regional Commercial (existing Little America resort and truck gas station) and Planning Reserve Area (PRA) of both 7 and 5 units per acre average.

Proposed Land Use Catagories

- Regional Commercial for existing commercial and the new proposed resort hotel.
- High, medium and low-density residential, with a 'recreational amenity' overlay to support the low-density development (public golf course, trails, parks).
- Urban Open Space, as parks, trails and public golf course.





Existing Land Use Graphic

Proposed New Land Use Graphic

Zoning:

Current Zoning on Little America Property–

- The Estate Residential (ER) Zone allows for primarily single-family homes and multiple-family residential as part of a Planned Residential Development. The Estate Residential Zone allows one dwelling unit per acre maximum, to allow for large lot developments.
    - Golf courses are permitted with a conditional use permit; a resort hotel is not.
    - Estate Residential of 483 acres (-30% acres for resource protection, open space, roads and other infrastructure) = 338 acres; i.e. about 338 homes on one-acre lots would be permitted under the existing zoning.
- The Highway Commercial (HC) Zone is intended for a full-range of services, primarily along main commercial corridors; residential uses are permitted above or behind commercial uses.
    - This zone allows lodging (hotels, resorts, etc.)
    - The existing HC zoning on 53 acres has a maximum build-out with an allowed FAR of 3.0 of 6.9 million square feet of commercial with residential uses above or behind.
        - HC maximum height is 60' (about 5 stories). With a Conditional Use Permit, additional height is allowed.
        - HC maximum residential density (above or behind commercial) is 13 units per acre x 53 acres = 689 units.
- The existing Zoning allows: aprox. 338 units in ER and 689 units in HC, a total of 1,027 units.

Proposed Zoning on Little America Property:

- Highway Commercial (HC) for the activity center at Butler Avenue and Herold Ranch Road, as well as the existing and proposed new resort facilities.
- Single-family Residential (R1) with the recreational amenity to support Low Density
- Medium Density Residential (MR) – for townhouses and smaller homes
- High Density Residential (HR) – for apartments, particularly near the East Butler Avenue area
- Open Space (POS) – parks, trails and natural open space

The number of residential units in the submitted master plan totals 1,415 units.

(3) Adequacy of public facilities for the proposed project is addressed through the Traffic Impact Analysis, Drainage Impact Analysis and the Water/Wastewater/Reclaim Water Analysis. There will be significant on-site and off-site improvements needed to support this development and to mitigate community impacts. See 'Utilities', 'Stormwater', 'Traffic' and 'Trails' below.

Utilities - The Water and Sewer Impact Analysis has been completed through the City's Utilities Division. Note that at the rezoning stage for this project, a concept utilities plan must be submitted. This concept utilities plan must show, within the subject site, location, size and type of existing and proposed utilities (water, sewer, reclaim lines), and preliminary connection locations to public utilities.

The review by the Utilities Division indicated that:

- A utility loop system of 20" minimum water main, which includes a secondary connection to the public system, is necessary to ensure a continous supply for public safety..
- New water supply (wells), pump house and storage tank facilities will need to be contributed by this project and added to the public system in order to supply the necessary potable drinking water.
- The current wastewater collection system is adequate.
- The reclaimed water delivery system infrastructure will need to be expanded for the project's irrigation needs. Currently the city has enough reclaimed water to partially meet the applicant's needs for irrigation of golf, parks and landscaping. This supply of reclaim water will increase with population growth over time. The timing of the reclaim

water infrastructure improvements will need to be coordinated with a phasing to match the availability of additional reclaim water.

- The Utilities Division has identified options to meet these needs. The details agreed upon for the preferred option will be resolved during the rezoning phase of the project.
- The golf course should be designed to minimize water requirements, for example: use natural/native grass fairways on the public golf course (example Pine Canyon golf in Flagstaff) in lieu of turf.

The applicant met with the City of Flagstaff Public Utilities department on September 10, 2013 to discuss the draft Public Water & Sewer Impact analysis (Analysis), which analyzed the Little America development requirements for water, wastewater and reclaimed water. As a result of the meeting, the applicant revised estimated water requirements for the golf course, parks and streetscape elements of the plan. The City has since revised the analysis and discussion regarding the estimated usage and availability between the applicant and City will continue. The Analysis indicated that there is not sufficient reclaimed water today for the golf course; however as Little America development as well as the development of other properties in the area progresses, the amount of available reclaimed water will increase. The applicant has indicated that development of the golf course will not occur until sufficient quantities of reclaimed are available.

The review by the City's Stormater Section indicates that the Drainage Impact Analysis is adequate and meets the community's needs to manage stormwater run off. The use of the golf course to filter stormwater is commended. The Stormwater Manager reminds the applicant that the floodplain must be kept clear of development, including golf course. The encroachment of the golf course into the rural floodplain is excessive. Stormwater staff will entertain some minor encroachments into the rural floodplain. These encroachments would be related to watercourse restoration efforts.

Staff suggests six conditions specific to utilities and public facilities related to the Little America development proposal, refer to p. 14.

Traffic

The Little America Major Land Amendment application includes a graphic of future roadway conditions to address the proposed development – refer to illustrative master plan, p. 3. The main roads serving the project are the I-40 Interstate with an interchange at East Butler Avenue; East Butler Avenue being the main east to west connection; and Herold Ranch Road, which is currently a rural road ending in the county island to the south east of the Little America property. Currently, Little America's multiple access points off of East Butler Avenue and the commercial semi-truck traffic negatively impacts the city's circulation. A rural county island located southeast of the Little America property uses Herold Ranch Road exclusively for access. The project is currently in the major plan amendment stage, and therefore includes many elements that have only been developed to a preliminary planning level. These elements will be refined further as the project progresses through the City's rezoning phase.

- TIA Page 20 – "It has not yet been decided how secondary access to the site will be provided during the interim years until JW Powell is constructed, but secondary access will be required as part of the rezoning plan application" - a critical element of the rezoning/development agreement will be identifying true secondary access for traffic engineering standards and fire code compliance; along with any phasing of the development for the secondary access. This project needs to analyze the connection to JW Powell Boulevard as identified in the Regional Plan.
- All necessary Right of Way (ROW) dedications for roads of regional significance need to be resolve at the rezoning phase and part of the Development Agreement (DA).
- Coordination with ADOT for appropriate I-40 traffic interchange improvements will be necessary.
- Whether the truck stop stays or goes will greatly affect the Traffic Impact Analysis (TIA) calculations and ultimate improvements to East Butler Avenue and the I-40 interchange. The TIA for the rezoning application must address how the truck stop is phased out and when/how the replacement development and accompanying roadway improvements are resolved.

The applicant has retained the services of Felsburg, Holt & Ullevig (FHU), a firm specializing in transportation and environmental planning, traffic engineering, transportation system design, and environmental services. FHU has worked closely with the City's Traffic Engineer to identify the analysis requirements for the Little America project. The resulting Transportation Impact Analysis (TIA) has been revised twice over the past four months based on comments from the City's Traffic Engineer. Since the project is in the early planning stages, answers to all questions and issues cannot be addressed completely; however, the applicant and its consultant will continue to work closely with the City during the rezone application process.

Staff suggests four conditions specific to traffic related to the Little America development proposal, refer to p. 14.

Trails and Open Space

All floodplains, floodways, and steep slopes (+17% slope) are shown as undisturbed in the Little America Major Plan Amendment application. Public golf, parks and trails add to the 'green infrastructure' of the project. A close, detailed look at existing wildlife corridors, tree stands of large diameter (20"+) ponderosa pine, natural meadows and natural rock outcroppings need to be evaluated as part of the rezoning application. The project incorporates many trails into the development. The rezoning phase should depict how FUTS trails cross the site, with accompanying text to describe general alignment principles. There should also be a clear depiction of public trails and private access for recreational or residential amenities.

Public Services and Facilities

Little America will need to coordinate the need for public facilities and services with various agencies, such as the school systems and parks and recreation division, during the rezoning phase to ensure adequate facilities are provided for the increased population.

Public Concerns

Design Workshop hosted a Neighborhood Meeting on September 10, 2013 at Little America, as outlined as a required component of a Major Regional Land Use and Transportation Plan amendment (City Code Title 11). The purpose of the Neighborhood Meeting is to inform surrounding property owners and the general community of the intent of the development and the upcoming plan amendment process. The Neighborhood meeting was advertised in the Arizona Daily Sun, a sign was posted on the site, and all surrounding property owners were notified. Fifty-eight community members attended the Neighborhood Meeting, and a summary of the public concerns follows. A full account of all concerns were documented in the Neighborhood Meeting Report: *(For full report, see http://www.flagstaff.az.gov/DocumentCenter/View/43293)*

- Will Little America be the developer of this project?
- Butler Avenue entrance – only one entrance/exit for 1400+ residences, 400 hotel rooms and an existing neighborhood?
- When will JW Powell Boulevard be extended? How will that work?
- Is another golf course necessary? Water for the golf course – only use reclaimed water.
- Will this project be successful if the golf course is not?
- Reclaim water into the Rio is for wildlife and ecosystem, not golf.
- Consider other recreational activities: hiking, biking, Frisbee golf, cross-country skiing, etc.
- What is the future of the existing truck stop?
- Open Space protection
- Public access to trails and wetlands restoration
- Commercial / retail space – please consider light industrial, research and development space for higher-paying jobs

The following narrative from the applicant is copied from the Neighborhood Meeting Report provided to staff: "The applicant appreciates the feedback from the community as this will help improve the master plan for the Little America property. The questions and concerns posed during the Neighborhood Meeting focused on two major themes: 1) water requirements and availability for the golf course, 2) traffic and connectivity. Since the plan is in its early stages, specific and concrete answers to these questions are not available, however, the applicant has been working with the City and the applicant's consultants to respond to the questions. "

Staff Recommendations and Conditions of Approval

Staff recommends that the Planning and Zoning recommend City Council approval of the Major Regional Plan Amendment for the Little America project, subject to the following conditions being addressed during the rezoning/development agreement phase of the project:

(1) WATER: Show a complete utility loop system of 20" minimum water main (not just from Butler Ave. to Butler Ave.) and water supply infrastructure in the utilities concept plan.

(2) WATER: Show all reclaim water on-site and off-site infrastructure improvements and adequate supply.

(3) STORMWATER: The final design will be compliant with the findings of the Drainage Impact Analysis.

(4) STORMWATER: Watercourse restoration design and intent is required as scoped and approved by the City Stormwater Section.

(5) STORMWATER: The golf course encroachment into the rural floodplain must be addressed to the satisfaction of the Stormwater Management Section as part of the Zoning Case.

(6) TRAFFIC: This project must have two remote access points (secondary access) to meet traffic and fire code regulations, and the rezoning proposal must address phasing of the development for secondary access.

(7) TRAFFIC: This project needs to analyze JW Powell Boulevard as a secondary access during the rezoning phase of the project.

(8) TRAFFIC: All Regional Plan roadway Right of Way (ROW) dedications for all roads of regional significance must be resolved during the rezoning/development agreement process. This includes, but is not limited to, East Butler Avenue access, Herold Ranch Road, and the internal street network.

(9) TRAFFIC: The applicant must solidify interconnectivity with surrounding properties and land uses with roads and trails during the rezone/development agreement phase.

(10) PUBLIC FACILITIES: Little America will coordinate the need for public facilities and services with various agencies during the rezoning phase of the project.

(11) Phasing Plan: The rezoning application must include a detailed phasing plan for development that is linked to specific infrastructure improvements such as road improvements and full secondary access; water and sewer infrastructure and supply; and reclaim water infrastructure and supply.

Public Hearing Dates

As a reminder of the process forward for the Little America Major Regional Plan Amendment Application, the following public hearings have been scheduled:

The Flagstaff Planning and Zoning Commission

- Public Hearing #1 on October 23, 2013, at 4:00 p.m. at City Hall, Council Chambers [*211 West Aspen Avenue*]
- Public Hearing #2 on November 13, 2013 at 5:00 p.m. at the Aquaplex [*1702 N. Fourth Street]*

The Flagstaff City Council

- Public Hearing on November 19, 2013, at 6:00 p.m. at City Hall, Council Chambers [*211 West Aspen Avenue*]

NOTICE OF PUBLIC HEARINGS

Little America Hotels & Resorts, Inc. Major Plan Amendment

NOTICE IS HEREBY GIVEN that:
The Flagstaff Planning and Zoning Commission will hold **Public Hearing #1 on October 23, 2013, at 4:00 p.m.** at City Hall, Council Chambers [*211 West Aspen Avenue*] and **Public Hearing #2 on November 13, 2013 at 5:00 p.m.** at the Aquaplex [*1702 N. Fourth Street]* to consider a major amendment to the Regional Land Use and Transportation Plan.

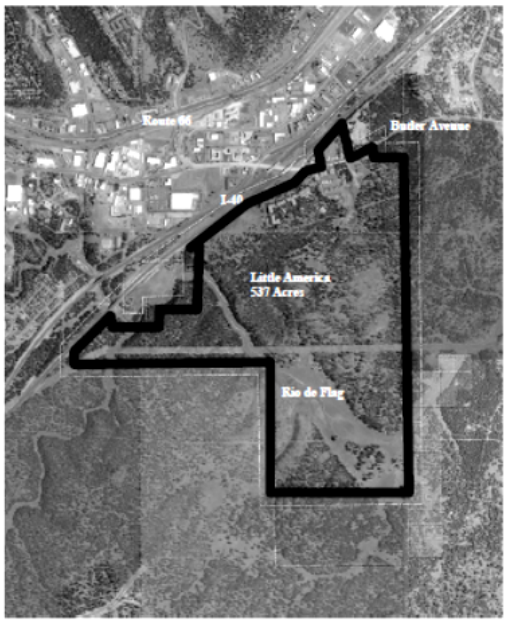
The Flagstaff City Council will hold a **Public Hearing on November 19, 2013, at 6:00 p.m.** at City Hall, Council Chambers [*211 West Aspen Avenue*]

A. Explanation of Matters to be considered:
The Little America Hotels & Resorts, Inc. has submitted a Major Regional Plan Amendment Application to the City of Flagstaff. The proposed development is comprised of 537 acres south of East Butler Avenue and east of Interstate 40. The development proposal includes retaining existing "Regional Commercial" land use designation at the Little America hotel site, with the remainder of the undeveloped site changing from the designated "Planning Reserve Area" to land use designations of "Regional Commercial" with hospitality [an additional hotel/resort with resort amenities including a public golf course and club house]; and a neighborhood commercial center at the current truck stop location (approx. 157,000 sq. ft. net increase); "High, Medium and Low Density Residential" (approx. 1,400 units). And recreation with public FUTS trails, hiking and biking trails, parks and public golf.

B. General Description of the Affected Area:
Approximately 537 acres located at 2515 E. Butler Avenue, Coconino County Assessor's Parcel Numbers 106-09-001, 106-09-002, 106-04-005B, 106-04-009F, 106-10-002, 106-10-001D, 106-10-001C, 106-10-001B, 104-12-004. Within SW Quarter, SE Section: 23 Township; 21N Range: 07E Sixteenth: SE Quarter: SE Section: 23 Township: 21N Range: 7E E2 NW4 NE4 NW4 SW4; NE4 NE4 NW4 SW4; E2 SE4 NE4 NW4 SW4; E2 E2 SE 4 NW4 SW4; E2 NE4 NE4 SW4 SW4; S2 NE4 SW4 SW4; SE4 NW4 SW4 SW4; S2 SW4 SW4; E2 SW4; E2 SE4; SW4 SE4; SEC23 21N 7E

The Council hearing for these items may be moved if the Planning and Zoning Commission has not given a recommendation. Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above.

Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue. The full amendment application is available on-line, along with the Traffic Impact Analysis, Water and Wastewater Analysis, Drainage Impact Analysis, Economic Impact Analysis, Cultural Resource Study and the Coconino County Assessor's Map: http://www.flagstaff.az.gov/index.aspx?nid=1342



FOR FURTHER INFORMATION CONTACT
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PLANNING RESERVE AREAS AND REQUIRED AVERAGE DENSITIES (Regional Plan Pages 1-19 and 1-20)

The Planning Reserve Areas (PRAs) are generally at the periphery of urbanized areas, with the city limits extending beyond the PRA anywhere from one-half mile to three miles, specifically to the north and south. The PRAs are to accommodate a range of densities and other nonresidential uses. These lands do not currently have City services, but they are generally close to existing development and available urban services.

The PRAs are comprised of Stage 1 lands of the Urban Growth Boundary and as well include lands within Stage 2. These lands are considered suitable for future urban development, are not currently serviced with infrastructure, with the understanding that some of the areas are to be preserved for urban open space. These PRA lands have been designated as low priority for retention as open space in the *Greater Flagstaff Area Open Spaces and Greenways Plan.*

Stage 2 lands are publicly-owned (State Trust) or managed (U.S. Forest Service); Stage 1 lands are primarily privately-owned lands and are considered priority areas for urban development in the near-term—for the next 20-25 years. The *Regional Plan* establishes a Stage 2 Urban Growth Boundary for development beyond a 20-year horizon, or at such time that it can be demonstrated that Stage 1 land supply is less than a 20-year supply, per the procedures outlined in the UGB Amendment section of this *Regional Plan*, The Urban Growth Boundary coincides with public lands identified in the *Greater Flagstaff Area Open Spaces and Greenways Plan* as high priority lands for open space.

Per the *Regional Plan*, the PRAs are recognized as having the potential to develop at urban densities requiring a full range of urban infrastructure and services. Those parcels of more than 35 acres within the PRAs shall attain a required average density of either three, five, or seven dwelling units per acre as mapped on the Land Use Plan. For those PRAs mapped on the Land Use Plan maps at a density of three or five, the required average density serves as both the minimum and maximum. For the PRAs mapped at a required average density of seven dwelling units per acre, the required average density of seven is the minimum, with no maximum density designated.

Developments will be designed to reduce the amount of land consumed, facilitate the protection of urban open space, and to ensure that future urban development utilizes land and infrastructure efficiently. Before being considered for development, lands designated as PRAs must be reclassified and rezoned for specific land uses and densities. Unlike the other lands within the city limits, these lands do not have a specific land use plan designation, such as residential, commercial, or industrial. Development master planning is required before redesignation to other land uses.

Without achieving a required average density, land will likely be developed at very low densities and consumed at a much faster rate, thereby diminishing the land supply. With a required average density, the land use pattern of walkable neighborhoods, for example, is achieved and consequently, there is more time to garner resources and means by which to protect surrounding open spaces. A required average density also helps in maintaining an affordable housing stock as attached housing units and smaller lots are used for construction.

AMENDMENTS TO PLANNING RESERVE AREAS

If someone wishes to develop Planning Reserve Area (PRA) lands more intensely or for a different use than allowed by the current one house per one acre or one house per five acre zoning, the property must be changed to another land use designation and rezoned. The planning process includes a determination of appropriate land uses, adequacy of public facilities, and consistency with *Regional Plan* policies. The review process is similar to that currently required: review by staff and Planning and Zoning Commission, and City Council for amendment of the *Regional Plan*, master planning, and rezoning, if appropriate. The criteria for re-designation from PRA to another land use category calls for a minimum of 35 acres.
The zoning on these lands consists of Rural Residential (1 dwelling unit per 5 acres) and Estate Residential (1 dwelling unit per 1 acre). Unlike the other lands within the city limits in the *Regional Plan*, these lands do not have a specific land use plan designation, such as residential, commercial, or industrial. Nor is it appropriate to presume that designating such areas with detailed land use categories should occur at this time without detailed market-driven master planning. This provides for flexibility to respond to market needs at such time that development of these lands is appropriate. It is expected that development master plans will be prepared providing the mix of uses that carry out the *Regional Plan's* policies for activity centers, different housing types and densities (between a required average of three, five, and seven dwelling units per acre as indicated on the Land Use Plan) and various intensities of appropriate commercial and employment uses; provision of parks, schools, and other public facilities, and open space as appropriate.

PRAs should make the maximum efficiency of land uses and provide an orderly and economic provision of public facilities and services, provide for compatibility of adjacent land uses, including the Public Multiple-Use lands.

In summary, parcels under 35 acres in size are not subject to the average residential density requirement; but as part of a PRA, and as with all PRAs, to re-designate PRAs to another land use, they must be master-planned, rezoned as appropriate, provide adequate public facilities, and demonstrate consistency with policies of the *Regional Plan*. A mix of housing types and lot sizes varying between low-density and high density can be utilized so that the required average density is achieved.

Planning Reserve Area

The Planning Reserve Area category is intended to accommodate designated areas within the Urban Growth Boundary that are recognized as having the potential, at some point in the future, to develop at urban densities requiring a full range of urban infrastructure and services. In short, these lands will serve as a “holding area” for future urban development. In order to maintain flexibility to respond to market needs at such time that development of these lands is appropriate, no specific land uses have been designated for Planning Reserve Areas. However, in general, the development of new parcels, particularly those of more than 35 acres, within the PRA shall attain a required average density of either three, five, or seven dwelling units per acre. These developments will be designed to reduce the amount of land consumed, facilitate the protection of urban open space, and to ensure that future urban development utilizes land and infrastructure efficiently. Before being considered for development, lands designated as PRAs should be reclassified and rezoned for specific land uses and densities. Required average density shall not apply to development of parcels of 35 acres or less that are in existence as of the date the *Regional Plan* is ratified.

Planning Reserve Area Review Criteria

The PRAs are located between Fort Tuthill and I-40 on the west and I-17 to the east; along both sides of I-40 on the east side of the city; south of I-40 and Little America; with section 20 at the urbanized area's southeastern boundary. They are surrounded by either existing or proposed low and medium residential, commercial, and office business/park development; as well as public multiple-use lands. The interstates are major barriers to development on the other side. Where no such obstacle exists, adjacent development plays an integral role in the future development of the PRA. Many of the existing areas of development are without activity centers, parks, trails, transit, and other supporting facilities and services which could be provided in the PRA.

There are many factors to be considered in the development of the remaining PRAs, such as existing surrounding development; the presence of the interstates; the lack of public facilities in some areas; and the various goals trying to be attained by compact development, including protection of surrounding open spaces, provision of transit services, affordable housing opportunities, walkable neighborhoods, live/work environments, and more desirable marketable and higher value development.

Before PRAs are developed, master planning is required to determine and address compatibility with surrounding development; sensitivity to natural landscapes; open space, parks, and trails protection and needs; housing affordability provisions; and conformance with other appropriate *Regional Plan* policies.

These PRAs are expected to function in conjunction with existing development, each serving as a component and contributor of a larger district. The critical tools to accomplish the proper integration of various uses are the use of high quality design, neighborhood units as building blocks, and a required average density threshold that supports a range of housing types and a limited amount of related supplementary non-residential uses.

Where the PRAs abut an existing land use and the land use proposed within the PRA may be considered substantially incompatible through its intensity or density of development, such situations would require open space buffering or transitional land uses.
The following review criteria shall apply when Planning Reserve Areas are being considered for re-designation to another land use category for development:

Planned Land Uses—PRA must be master-planned, either as part of a regional land use plan amendment or part of an area plan that establishes appropriate land use patterns, transportation system, infrastructure, and public facilities.

Zoning Requirements for Adequate Public Facilities—PRA designation must be concurrent with rezoning of the area proposed to be converted from PRA to development use. Rezoning shall be contingent upon provisions for adequate levels of public facilities and services, either in place or provided for by applicant or in an approved Capital Improvement Program.

Policy Compatibility—proposed PRA re-designation must be consistent with community goals and objectives as expressed in *Regional Plan* policies.

Proposed Development Contiguity—for PRA areas outside of the city, the PRA area must either have adequate contiguity to be eligible for annexation to the city at the time of re-designation, or the applicant shall enter into an agreement that the PRA will voluntarily annex when required contiguity is established.

Required Average Density *Application*—proposed land uses in the PRA must comply with required average densities for the area, as specified on the Land Use Plan map.
On the Land Use Plan, PRA densities have been allocated on a walkable neighborhood unit scale generally between 100 to 160 acres. Additionally, a required average density gradient has been applied to PRAs, with peripheral PRAs mapped at either the required average density of three or five dwelling units per acre as indicated on the Land Use Plan map; and interior PRAs, or those closest to activity areas and major roadways mapped at the required average density of seven dwelling units per acre. Those PRA areas designated at the required average density of three and five are not required to achieve a required average density of seven dwelling units per acre near major roadways.

The required average density is a gross density calculated on all land associated with residential development excluding: non-residential uses (corner store, day care center, etc., but not excluding private golf courses), and publicly-owned public spaces (such as parks and open space), except for rights-of-way associated with residential area development. In arriving at an average gross density, multiple dwelling unit types may be utilized at various densities to achieve the required average density.

For those PRAs with a mapped density of three or five, the required average density serves as both the minimum and maximum. For the PRAs mapped at a required average density of seven dwelling units per acre, the required average density of seven is the minimum, with no maximum density designated. To achieve the densities of three, five, or seven dwelling units per acre in the PRA, Land Use Plan category reclassifications and rezonings will be required.

Proposed Type of Development—Traditional Neighborhood Design development is preferred for the PRAs, however, it is recognized that some development may take the form of Conventional Suburban, particularly in the PRAs with the three and five dwelling units per acre designations. Traditional Neighborhood Design and Conventional Suburban are not Land Use Plan categories. They are simply a way of designing a project and developing land. (See Glossary of Terms section of this *Regional Plan*.) Numerous Land Use Plan categories and zoning districts may be applicable depending on the specifics of the proposed development.

The Mixed-Use land use category is not applicable to the PRAs which are mapped as three and five dwelling units per acre on the Land Use Plan map. The Mixed-Use Land Use category is currently mapped in interior core areas of the city along Route 66 and I-40. The potential for future additional application and mapping of the Mixed-Use land use category is more appropriate and applicable to interior areas of the city and to PRAs mapped at seven dwelling units per acre.

To achieve the densities of three, five, or seven dwelling units per acre in the PRA, Land Use Plan category reclassifications and rezoning will be required.

Transition Zone—Where the PRAs abut Forest Service Public Multiple-Use lands a transition zone is recommended within the PRA which should be preserved in its natural state or developed at very low residential densities, such as at one dwelling unit per acre. The intent in the urban transitional zone is to provide a compatible transition between urban development and the multiple-uses of the public lands within and beyond the city limits. This entails mitigating the impacts of domesticated animals on wildlife, distancing human environs that are attractive to

wildlife.

The width of such a buffer would be determined based on, but not limited to the following: topographic conditions, preservation of washes, protection of ridges, protection of threatened and endangered plant species, conservation of old growth ponderosa pine trees, major roadways, and utility lines. Where there are existing development encumbrances, such as major utility lines and roadways, additional open space buffers are not necessary to allow for the transition from development to Public Multiple-Use lands. These areas will be mapped on the Land Use Plan and Open Space maps to indicate locations of open space transition buffers.

Minimum Area—PRA should be of sufficient size to enable cohesive planning of the area, normally a minimum of 35 acres.

MINUTES - Draft

City of Flagstaff

PLANNING & ZONING COMMISSION

4:00 PM– Wednesday, November 13, 2013

City of Flagstaff, Flagstaff Aquaplex

CALL TO ORDER

Chairman Carpenter called the meeting to order at 4:03 p.m.

COMMISSION MEMBERS:

PRESENT: David Carpenter, Chairman; Jim McCarthy; Tina Pfeiffer; Stephen Dorsett, Vice Chairman; Steve Jackson; Paul Moore; Justin Ramsey joined the meeting at 4:10

CITY STAFF:

Mark Sawyers, Staff Liaison

Elaine Averitt, Planning Development Manager

Kimberly Sharp, Comprehensive Planning Manager

Becky Cardiff, Recording Secretary

GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

1) Regular meeting of October 23, 2013.

Motion: Move to approve the minutes of the Regular Meeting of October 23, 2013, as submitted **Action:** Approve as submitted **Moved by:** Vice Chairman Dorsett **Seconded by:** Commissioner Moore. Motion carried unanimously

PUBLIC HEARING

1. AT&T Mobility Corporation

Address:	5757 East Bear Paw Drive
Assessor's Parcel Number:	117-34-056
Property Owner:	Continental Country Club
Applicant:	AT&T Mobility
Application Number:	**PC CUP 2013-0005**
City Staff:	Elaine Averitt
Action Sought:	Conditional Use Permit

A Conditional Use Permit for AT&T Mobility to allow placement of a new 53-foot tall monopine cellular tower with 9 antennas at the 44-foot level in the monopine, to facilitate wireless communications, located on a 1.3-acre parcel at 5757 Bear Paw Drive, within the HR, High Density Residential zone.

Ms. Averitt gave a PowerPoint presentation on the proposed project and answered questions from commissioners.

Michael Campbell, on behalf of AT&T, gave a brief description of the proposed project and also answered questions from Commissioners. Commissioners questioned the setbacks shown on the submitted plans and recommended Staff ensure that the monopine meets setbacks when the building plans are submitted.

Public Comment: None

Motion: Motion to approve PC CUP 2013-0005 with three conditions submitted by staff **Moved by:** Chairman Carpenter **Seconded by:** Vice Chairman Dorsett. Motion carried unanimously.

Meeting was adjourned until 5:00 p.m.

2. Little America Hotels & Resorts

Address:	2515 E Butler Avenue
Assessor's Parcel Number:	106-09-001, 106-09-002, 106-04-005B, 106-04-009F, 106-10-002, 106-10-001D, 106-10-001C, 106-10-001B, 104-12-004
Property Owner:	Holding Family
Applicant:	Little America Hotels & Resorts, Inc.
Application Number:	**PSPR 2013-0013**
City Staff:	Kimberly Sharp
Action Sought:	Major Regional Plan Amendment

A Major Regional Plan Amendment request from Design Workshop, Inc. on behalf of the Holding Family, to amend land use designations of approximately 505 acres located at 2515 E Butler Avenue from Planning Reserve Area (PRA) to Regional Commercial, High-Density, Medium Density, and Low Density Residential, and Urban Open Space.

Ms. Sharp gave a brief introduction of the proposed project and then introduced the development team, Design Workshop, Inc.

Wally Huffman, owner representative, gave background information on the owner of the proposed project and urged the Commission to recommend to City Council for approval.

Mr. Huffman then introduced Jeff Zimmerman, of Design Workshop, on behalf of the owner, gave an extensive PowerPoint Presentation on the proposed project.

Alan Hayden, of Natural Channel Design on behalf of the applicant, gave a PowerPoint presentation on the restoration of the Rio De Flag.

Ryan Roberts, City of Flagstaff Utilities Engineering Manager, gave a PowerPoint presentation on the sewer and water impacts of the proposed project.

Public Comment as follows:

Marilyn Weissman, resident representing Friends of Flagstaff Future, concerned about adding another golf course to the community due to lack of water. Ms. Weissman asked the following questions to the applicant: How many timeshares would be within the development and who pays for Rio De Flag restoration?

Mike Sistak, Flagstaff Chamber of Commerce, supports the proposed plan submitted by Little America and believes the City will benefit from the plan and recommends approval by the Commission to City Council.

Rich Bowen, representing ECONA, gave several attributes of Flagstaff and believes this project will provide customers that come to Flagstaff with a high quality experience. Mr. Bowen gave some statistical information on the contributions that Little America has provided to the Flagstaff Community already.

Sally Kladnik, resident, believes it is a good proposal except the golf course and believes it is the worst use of water. She would like to know how much taxpayers are subsidizing reclaimed water and how many employees working at the resort would be able to afford houses in the development.

Ryan Roberts answered public questions and indicated that reclaim water reduces the demand on potable water by 30% which is why reclaimed water is subsidized.

Mr. Zimmerman answered public questions and indicated that the applicant will be paying for restoring the Rio De Flag and indicated the project is not far enough along to indicate what the housing cost will be but their intent is to have affordable housing for everyone.

Further discussion was held on the project and Ms. Sharp answered Commissioners questions.

Mr. Jim Cronk, Planning Director, was present and answered questions from Commissioners

Further discussion was held by Commissioners on the proposed project

Commissioner McCarthy read a written statement he had prepared

Ryan Roberts answered further questions from the Commission about reclaimed water and indicated the City does not commit to anything until the customer purchases a water meter.

Mr. Cronk gave clarifying answers to Commissioner questions about rezoning rights and Council procedures.

Terri Harrington, with Design Workshop, discussed the design analysis in response to Commissioners questions.

Further discussion was held about possible conditions to be applied to the proposed project.

Chairman Carpenter expressed concern that if the golf course was not included in the proposal there would be more residential units which would use more water.

Motion: Motion to recommend to City Council for approval of **PSPR 2013-0013** with the condition that the golf course be watered with reclaimed water and that the density to be increased to 6 units per acre to comply with the Regional Plan. **Moved by:** Chairman Carpenter **Seconded by:** Vice Chairman Dorsett.

Discussion was held on the motion

Motion to amend: Motion to add the condition that the average gallons per day of reclaimed water used would not exceed the amount of waste water produced per day from the development **Moved by:** Commissioner Moore **Seconded by:** None received **Motion:** failed due to no second

Original motion: Failed 3 to 4 with Commissioners Moore, Pfeiffer, McCarthy, and Ramsey dissenting.

Motion: Motion to recommend to Council for approval PSPR 2013-0013 subject to the conditions listed in the Staff report with the additional condition that would require the golf course and open space be watered with reclaimed water. **Moved by:** Commissioner Ramsey **Seconded by:** Commissioner Pfeiffer. Motion carried 5 to 2 with Commissioner Moore and McCarthy dissenting.

MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

Roger Eastman gave an update on Council action regarding the Rezoning and Sign Ordinances

ADJOURNMENT

The meeting was adjourned at 7:32 p.m.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elaine Averitt, Planning Development Manager

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE:

Consideration and Approval of Agreement: Consideration of Amendment Two to the Fourth Amended and Restated Development Agreement and Waiver ("Amendment") between the City of Flagstaff and Flagstaff Aspen Place, LLC, and Alliance Bank of Arizona, for Aspen Place at the Sawmill Commercial Parcels.

RECOMMENDED ACTION:

Approve the proposed Amendment to the Development Agreement between the City of Flagstaff and Flagstaff Aspen Place, LLC, and Alliance Bank of Arizona as recommended by city staff and authorize the Mayor to sign the agreement.

Policy Decision or Reason for Action:

- This request is the first of two related items; the second item is the second reading and adoption of the rezoning ordinance. Approval of the Amendment will clarify matters regarding development of the commercial parcels located at the southeast corner of Butler Avenue and Lone Tree Road within the Aspen Place at the Sawmill subdivision.
- On October 15, 2013, the City Council conducted a Public Hearing concerning the rezoning request for the Village at Aspen Place mixed use proposal. On October 15, the City Council approved the rezoning for the first time with stipulations.
- Subsidiary Decisions Points: A Council action approving this Amendment is included on the Council agenda for the November 19, 2013 meeting to be read and, at the Council's direction, approved prior to the second reading and approval of Rezoning Ordinance 2013-23.

Financial Impact:

The recommended action would permit the immediate development of 33,000 square feet of commercial and 222 luxury apartments on an infill location with existing infrastructure. Flagstaff Aspen Place ("Owner") would be responsible for costs associated with abandoning unused public utility stubs for the proposed Village at Aspen Place, constructing a right-turn lane from Butler Avenue onto Windsor Lane, and constructing a temporary southbound left turn access from Lone Tree onto Churchill Drive.Collection of the development fees (Fire and Police related) is described further under Expanded Financial Considerations.

Connection to Council Goal:

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

Has There Been Previous Council Decision on This:

Yes, the City Council approved the zoning map amendment ordinance for the first time at the October 15, 2013 meeting.

Options and Alternatives:

- (Recommended Action): The Council may approve the proposed Amendment as presented.
- The Council may deny the proposed Amendment.
- The Council may modify the proposed Amendment.

Background/History:

See the Zoning Map Amendment report to the Planning and Zoning Commission dated September 3, 2013, attached with the Public Hearing PC REZ 2013-0001 staff summary report.

Key Considerations:

State law allows the City to enter into development agreements. The proposed amended Development Agreement, along with the Rezoning Ordinance, would govern the terms and conditions of the zoning and development of The Village at Aspen Place and the commercial parcels within the Aspen Place at the Sawmill subdivision, as defined in Section 1 of the Amendment. The New Frontiers parcel is not part of this Amendment.

Expanded Financial Considerations:

The original development plans for The Village at Aspen Place property planned for only 18 residential apartment units and 46,600 square feet of commercial development. As such, development fees (Fire and Police related) for only the first 18 residential apartment units and development fees for the commercial portion of the development will be waived consistent with the Fourth Amended development agreement. Owner also agrees to contribute $25,000.00 to further affordable housing efforts by the City. Owner is in escrow with Alliance Bank of Arizona for a portion of the commercial parcels, and Alliance Bank has consented to and acknowledged this Amendment by their inclusion on the agreement.

Community Benefits and Considerations:

Development agreements have the potential to strengthen the planning process, encourage orderly development, facilitate the completion of public improvements, and provide certainty in the review process.

Community Involvement:

Inform. In accordance with State statute, notice of the public hearing for the Zoning Map Amendment associated with this development agreement amendment 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 subdivision. One e-mail was received by staff before the Planning Commission meeting. Staff also responded to a request for information by a citizen at the Community Development counter.

Attachments: Amend. to 4th Amended DA

When recorded, mail to:

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

AMENDMENT TWO
to
Fourth Amended and Restated Development Agreement and Waiver
for
Aspen Place at the Sawmill Commercial Parcels

The following Amendment to the 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 (the "Fourth Amended and Restated Agreement"), as amended by Amendment One dated October 26, 2011 and recorded in the Coconino County Records as Document No. 3609215 with regard to the Residential Parcels only. Capitalized terms not defined herein shall have the meaning assigned to them in the Fourth Amended and Restated Agreement. This Amendment is made pursuant to Section 10.4 of the Fourth Amended and Restated 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. This Amendment only affects the Commercial Parcels as defined in Section 1 of this Amendment, below, and only operates to amend the Fourth Amended and Restated Agreement as to the Commercial Parcels for each individual Owner thereof. 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, in their entirety, and Alliance Bank of Arizona, as successor in interest to Flagstaff Aspen Place as to a portion of the Commercial Parcels as provided in Section 1, below.

NOW, THEREFORE , in consideration of the foregoing and the mutual promises and convenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Fourth Amended and Restated Agreement as follows:

1. The fourth sentence of Recital A is amended as follows:

Exhibit C ~~depicts~~ DESCRIBES the parcels of land owned by ~~Aspen Place North, L.L.C.~~ FLAGSTAFF ASPEN PLACE, LLC, as successor in interest to ~~Butler & Lone Tree, L.L.C.,~~ ASPEN PLACE NORTH, LLC, an Arizona limited liability company, and ALLIANCE BANK OF ARIZONA, A DIVISION OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION (~~the~~ COLLECTIVELY, "Commercial Parcels").

2. The second sentence of Recital C is amended as follows:

WITH REGARD TO THE COMMERCIAL PARCELS, the REVISED SITE PLAN OF THE Master Plan DATED AUGUST 7, 2013, amends and restates in its entirety the "REVISED SITE PLAN OF THE Master Plan dated ~~September 14, 2005, as amended by Circle West Architects, PC, for the Sawmill District~~ DECEMBER 7, 2006."

3. Recital D is amended as follows:

The Final Subdivision Plat for Aspen Pace at the Sawmill Improvement District was approved for the Property and recorded on May 14, 2007 and recorded in the Coconino County Records as Document No. 3438431 (~~the "Final Plat")~~ AND AMENDED ON DECEMBER 21, 2010 AND RECORDED IN THE COCONINO COUNTY RECORDS AS DOCUMENT NO. 3583171 (AS AMENDED, THE "FINAL PLAT").

4. Recital F is amended as follows:

~~The current zoning of the Residential Parcels is High Density Residential, except for residential lots 106-115 which are zoned Urban Commercial District, and~~ The current zoning for the Grocery Parcel and Commercial Parcels is ~~Urban~~ HIGHWAY Commercial ~~District~~.

5. Section 2, Zoning, is amended as follows:

Zoning. Owners hereby agree to be subject to all the terms and conditions, and stipulations of City Ordinances 20016-13, ~~and~~ 2006-31, AND 2013-23, attached as **Exhibits ~~I and~~ J N** and incorporated by this reference (the "Zoning Ordinance"). Regarding the Zoning Ordinance, the City acknowledges and agrees that the zoning for the Commercial Parcels and Grocery Parcel is vested as ~~Urban~~ Highway Commercial~~, and the zoning for the Residential Parcels is vested as High-Density Residential, except for residential lots 106-``5 which are zoned and vested Urban Commercial District~~.

6. The second sentence of Section 3, Development Standards, is amended as follows:

The City and Owners expressly acknowledge and agree that as consideration for Owner'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 NON-RESIDENTIAL AND THE FIRST 18 RESIDENTIAL UNITS WITHIN THE COMMERCIAL PARCELS, AND DEVELOPMENT OF THE Grocery Parcel will not be subject to any impact fees which ARE CURRENTLY REQUIRED OR may be implemented by the City in the future, but the Property will be subject to applicable IMPROVEMENT district fees.

7. A new Section 3.1, Affordable Housing, is provided as follows:

3.1 Affordable Housing. Owner 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. Owner 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, Owner intends to provide market rate housing units for rental purposes. Owner, acknowledging that the development of the Commercial Parcels will not directly impact affordable housing shortages within Flagstaff, agrees to contribute $25,000.00 within 10 business days of the certificate of occupancy for any residential unit within the Commercial Parcels to further the efforts of the City in addressing the lack of affordable housing units within the community. Further, the City and Owner acknowledge the prior contribution of Parcel 117 to the City with the recordation of the Aspen Place at Sawmill Final Plat.

8. Section 6.2.2 under Section 6.2, Commercial Development, is amended as follows:

6.2.2 Residential uses located in the ~~UC~~ HIGHWAY COMMERCIAL zonE~~ing district~~ are permitted ~~on the second floor~~, BEHIND or above COMMERCIAL BUILDINGS, by right, THROUGH THE MIXED USE DESIGNATION AS PROVIDED IN THE FLAGSTAFF ZONING CODE, EFFECTIVE NOVEMBER 11, 2011 ("THE ZONING CODE"). ~~Any residential units depicted on the Master Plan located above a commercial building are conceptual in nature and are not required to be constructed. However, if single story buildings are constructed on Lots 125 or Lot 126, the design of the building shall not preclude the later construction of residential units above such single story commercial buildings. As used in the immediately preceding sentence, "shall not preclude" shall mean that the single story commercial buildings can be structurally modified in the future to accommodate residential units above the single story building.~~

9. Section 6.3.1 under Detention Basins, is amended as follows:

6.3.1 The underground detention system including all appurtenances shall be a publicly owned facility dedicated to the City. However, all maintenance responsibilities shall be that of the Home Owners Association(s) ("HOA(s)"), OR THE DECLARANT OR PROPERTY OWNERS ASSOCIATION ("POA(S)") WITH REGARD TO THE COMMERCIAL PARCELS. Due to the complex nature of the system and difficulty of access to the system, the HOAs, DECLARANT OR POA(S) shall retain the services of a qualified agency to inspect on a bi-annual basis as a minimum, and to provide maintenance services, as necessary.

10. Section 6.4, Existing Streetscape Landscaping, is amended as follows:

Existing Streetscape Landscaping. Existing streetscape landscaping along Lone Tree Road and Butler Avenue must be maintained, transplanted to equivalent locations, or replaced with landscaping of a similar species in equivalent locations. Existing streetscape landscaping cannot be used to offset the landscape requirements of the ZONING ~~Land Development~~ Code. All landscaping from the back of curb to right-of-

way line on ~~internal~~ PUBLIC streets will be maintained by the HOA(s), OR WITH REGARD TO THE COMMERCIAL PARCELS, THE DECLARANT OR POA(S), AS APPLICABLE.

11. A new Section 6.5, Existing Unused Utility Services, is added as follows:

Existing Unused Utility Services. With regard to the Commercial Parcels, Owner, its successors and/or assigns, agree to abandon all unused public utility services, including water, wastewater and reclaimed services, in compliance with the City of Flagstaff Engineering Standards, and more specifically, Sections 13-06-007-0002(P)(2) and 13-09-003-0007(G) thereof, prior to the first certificate of occupancy ("COO") within the applicable Commercial Parcel. Owner, its successors and/or assigns agree to cooperate with City, and to pay for the City's direct expenses incurred to abandon the unused public utility services, including water, wastewater and reclaimed services. Those public utility services to be abandoned are depicted in the Abandonment of Unused Public Utility Services Plan, attached as **Exhibit O**, and incorporated by this reference.

11. Section 6.6.5, Open Space Requirements, is amended include a new sentence at the end of the paragraph as follows:

For the Commercial Parcels, the City acknowledges that the revised Master Plan complies with the Zoning Code open space requirements.

12. Section 7, Rights- of-Way Dedication, is amended follows, and a new Section 7.1.1 is added:

Right-of Way Dedication and Maintenance. EXCEPT AS PROVIDED IN THIS SECTION, all right-of-way dedications required within the Property ~~were~~ HAVE BEEN completed ~~in conjunction with the Final Plat~~ AS OF THE DATE OF THIS AMENDMENT, INCLUDING THE ADDITIONAL DEDICATIONS MADE TO THE CITY BY THE OWNER ASSOCIATED WITH THE NEW RIGHT TURN LANE FROM BUTLER ONTO WINDSOR. A PORTION OF (1) THE SIDEWALK IMPROVEMENTS ALONG SOUTH WINDSOR DRIVE ABUTTING THE FRONTAGE OF THE COMMERCIAL PARCELS AND (2) ON-STREET PARKING SPACES ALONG EAST KENSINGTON DRIVE REMAIN ON PRIVATE PROPERTY. THESE EXISTING ~~IMPRVOEMENTS~~IMPROVEMENTS ARE REQUIRED TO BE DEDICATED TO THE CITY PRIOR TO BUILDING PERMIT ISSUANCE FOR THE VILLAGE AT ASPEN PLACE AS PROVIDED FOR IN PC REZ 13-0001 ("THE VILLAGE AT ASPEN PLACE"). FURTHER, AS OF THE DATE OF THIS AMENDMENT, OWNER IS CONSTRUCTING A TEMPORARY, SOUTHBOUND LEFT-TURN ACCESS FROM LONE TREE ONTO CHURCHILL DRIVE (THE "TEMPORARY ACCESS"). THE TEMPORARY ACCESS WILL BE ALLOWED BY THE CITY UNTIL SUCH TIME THAT PHYSICAL, OPERATIONAL OR OTHER MODIFICATIONS TO LONE TREE ROAD MAKE THIS LEFT TURN UNVIABLE, AT THE CITY'S SOLE DISCRETION. UPON 60 DAYS NOTICE TO THE OWNER, THE CITY MAY CLOSE THE TEMPORARY ACCESS. Owners acknowledge that all other improvements in the right-of-way (such as water, detention

facilities, sidewalks ~~(subject to the City's cost sharing policy under which the City pays 50% and the HOA(s) pay 50% of maintenance costs in residential areas only)~~, any on-street parking spaces, ~~street lights~~, AND landscaping) shall be maintained in perpetuity by the HOA(s), DECLARANT OR POA(S), AS APPLICABLE. The HOA(s), DECLARANT OR POA(S) shall also be responsible for snow removal outside the vehicular "travel way," as GENERALLY depicted on **Exhibits K** and **L**, Public and Private Maintenance exhibits, attached to this Agreement. The City and HOA(s), DECLARANT AND/OR POA(S), AS APPLICABLE, may elect to jointly resurface the "travel way" and any on-street parking areas which would require the HOA(s), DECLARANT AND/OR POA(S) to contribute on a pro-rated basis, to the City for paving and restriping the on-street parking spaces.

7.1.1. Owner acknowledges that all improvements in the right-of-way (such as water detention facilities, sidewalks, street furniture, pedestrian path lighting, private building encroachments, any on-street parking spaces and landscaping) shall be maintained in perpetuity by the Declarant or POA, as applicable, for the Commercial Parcels. Unless otherwise agreed to by the parties, Owner will ensure that maintenance and repair agreements involving work in the public rights-of-way entered into by Owner shall include the following indemnification provisions for the benefit of the City:

> "Contractor 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 Contractor, or any of Flagstaff Aspen Place's directors, officers, agents, employees, and subcontractors related to work performed to this maintenance and repair agreement."

13. Section 8, Construction of Public and Other Related Improvements, is amended as follows, and Sections 8.1.1, 8.1.2, and 8.1.3 are hereby deleted in their entirety:

The City acknowledges that with the exception of the landscaping improvements, SIDEWALKS, STREET FURNITURE, PEDESTRIAN PATH LIGHTING AND ON-STREET PARKING SPACES IN CONNECTION WITH THE DEVELOPMENT OF THE VILLAGE AT ASPEN PLACE AND discussed in this Section~~, parking stall striping on sections of Piccadilly Drive, and associated ADA parking details,~~ the construction and dedication of all public improvements have been completed, and the City agrees to assume, at the City's expense, the maintenance and repairs of all public improvements in accordance with City policies, except as modified in Sections 6 and 7 above. Specifically, the scope and nature of the remaining improvements to be constructed in connection with the ~~Project~~ COMMERCIAL PARCELS are as follows:

8.1 <u>Landscaping Improvements.</u> ~~The required landscape construction improvements in the rights-of-way, as shown in the landscape plans prepared by the Campbell~~

~~Collaborative for Aspen Place at Sawmill, dated 02/14/2007, consisting of Sheet Numbers L.1.0 through S1.1 (the "Landscape Plans"), have not all been constructed by the present COMMERCIAL PARCEL Owners, as of the date of this Agreement. This includes landscaping and irrigation of remaining parkways, tracts, and one park or plaza as shown in **Exhibit M**, attached to this Agreement, which consists of: (1) Sheet Number L2.0 of the Landscape Plans with a depiction of landscape improvements not yet completed; and (2) a Table of Lots and Tracts that delineates the responsibility of the developer or owner of each lot.~~ The future developer or Owners(s) of THE remaining Commercial ~~and residential~~ Parcels TO BE DEVELOPED will be required to show the landscaping improvements for their lot(s) as detailed in THE LANDSCAPE PLANS PREPARED BY THE CAMPBELL COLLABORATIVE FOR ASPEN PLACE AT SAWMILL, DATED 02/14/2007, CONSISTING OF SHEET NUMBERS L.1.0 THROUGH S1.1 (COLLECTIVELY, THE "LANDSCAPE PLANS"), ~~**Exhibit M**,~~ on their development applications and are responsible for completion of the adjacent landscape improvements within the right-of-way. The City will not issue certificates of occupancy for a building until the landscape improvements FOR THAT PARCEL have been installed and accepted by the City. All landscaping FOR THE COMMERCIAL PARCELS ~~shown in **Exhibit M**~~ LOCATED BETWEEN THE BUILDING(S) AND THE TRAVEL WAY must be maintained by THE DECLARANT OR a POA(s) ~~property owners' associations(s)~~.

14. 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:	To Owners OF COMMERCIAL PARCELS:
City Manager City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001	ALLIANCE BANK OF ARIZONA 214 E. BIRCH FLAGSTAFF, ARIZONA 86001 ATTN: SHERRI SLAYTON WITH COPY TO: ALLIANCE BANK OF ARIZONA ONE E. WASHINGTON, SUITE 1400 PHOENIX, ARIZONA 85004

ATTN: MELISSA
GOLDENBERG

FLAGSTAFF ASPEN PLACE,
LLC, LLC
ONE EAST WASHINGTON,
SUITE 300PHOENIX, AZ 85004
ATTN: BRETT HERON

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.

15. Section 11, Waiver of Claim for Diminution in Value, is amended as follows:

11. Waiver of Claim for Diminution in Value. Each Owner 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 Numbers 2006-13, and 2006-31 AND 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. Owner 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. The following Exhibits C, F and K to the Fourth Amended and Restated Agreement are replaced, Exhibit M is deleted, and new Exhibits N and O added as follows:

Exhibit C	Legal Description Commercial Parcels – Modified
Exhibit F	Revised and Restated Master Plan – Commercial Parcel
Exhibit K	Public & Private Maintenance
Exhibit N	Commercial Parcels Zoning Ordinances
Exhibit O	Abandonment of Unused Public Utility Services Plan

17. 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 Fourth Amended and Restated Agreement shall remain in full force and effect in accordance with its terms.

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, a municipal corporation

_____
Gerald W. Nabours, Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Flagstaff Aspen Place, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: Manager

Alliance Bank of Arizona, a division of Western Alliance Bank, an Arizona corporation

By:_____
Name: _____
Its: _____

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 _____, 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, its manager, 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 _____ , 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 Alliance Bank, its _____, for the purposes therein contained.

_____
Notary Public
My Commission Expires:

_____

Exhibit C

Flagstaff Aspen Place Commercial Parcels

Lots 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 130 and 131 of Aspen Place at the Sawmill, according to plat recorded May 14, 2007 at Instrument Number 3438431, and Amendment recorded December 21, 2010 at Instrument No. 3583171, records of Coconino County, Arizona;

Except all oil, gas and other minerals as granted in Deed recorded in Docket 164, page 405, records of Coconino County, Arizona.

Alliance Bank Commercial Parcel

Lot 118, Aspen Place at the Sawmill, according to plat recorded May 14, 2007 at Instrument Number 3438431, and Amendment recorded December 21, 2010 at Instrument No. 3583171, records of Coconino County, Arizona;

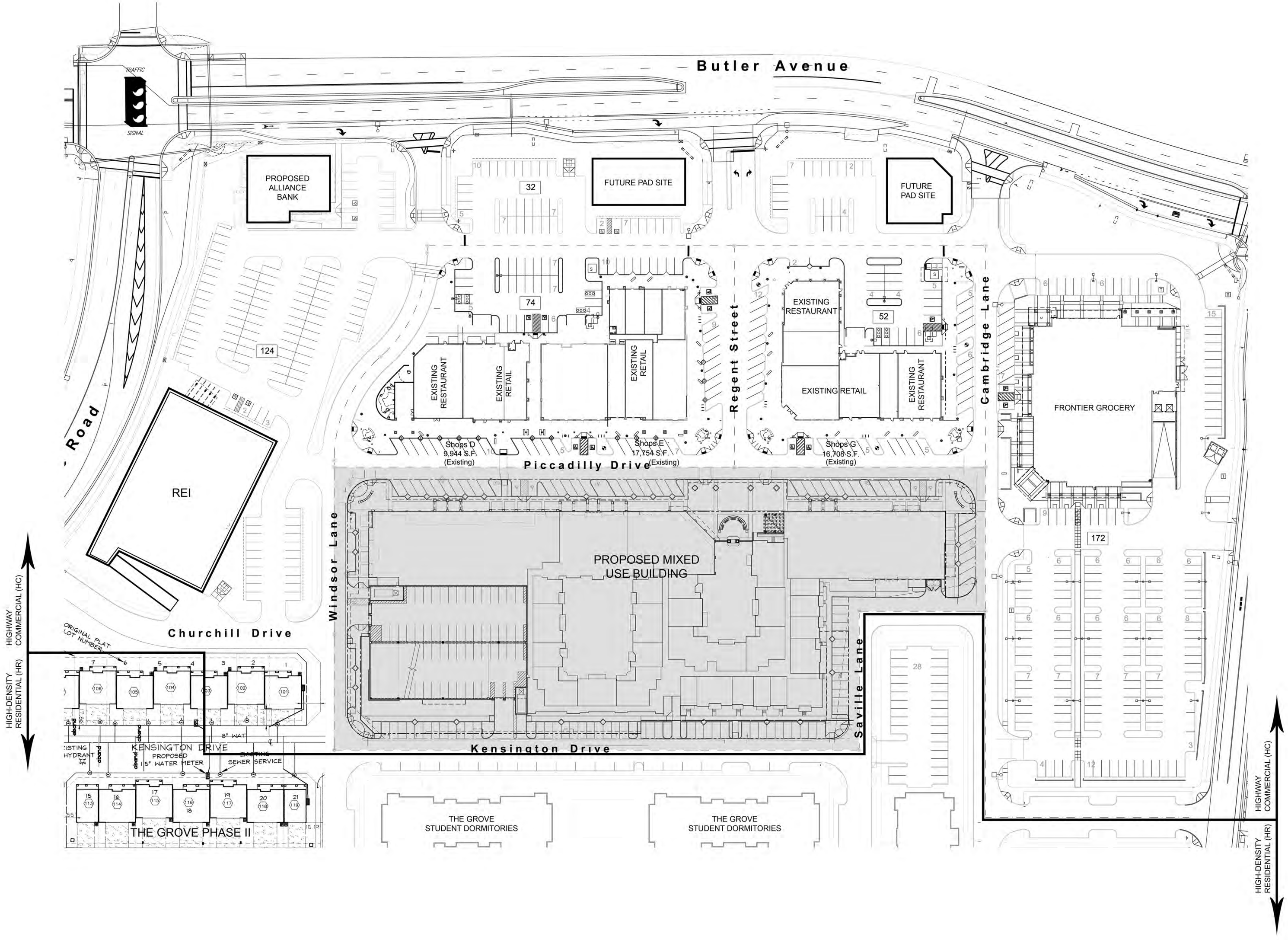
EXCEPT all oil, gas and other minerals, as granted in Deed recorded in Docket 164, Page 405, records of Coconino County, Arizona; and

EXCEPT that portion of the Northwest Quarter of Section 22, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona:
That portion of Lot 118, Amended Final Subdivision Plat for Aspen Place at the Sawmill, Instrument 3583171, dated December 21, 2010, Coconino County Records, lying northerly of the following described line:
Commencing at the northernmost northeast corner of said Lot 118, from whence the southernmost northeast corner of said Lot 118 lies South 46°27'22" East a distance of 35.17 feet along the northeasterly line of said Lot 118, per said Instrument 3583171;
Thence along said northeasterly line, and the westerly Right of Way line of Windsor Lane, South 46°27'22" East a distance of 4.22 feet to a line parallel with and 3.00 feet southerly of the northerly line of said Lot 118, and the Point of Beginning of the line;
Thence leaving said northeasterly line along said parallel line the following courses:
South 88°14'47" West a distance of 60.81 feet; and
South 88°57'22" West a distance of 68.72 feet;
Thence leaving said parallel line, North 66°01'02" West a distance of 7.09 feet to said northerly line, and the Terminus of the line.

Exhibit F

Revised and Restated Master Plan – Commercial Parcel

[see following pages]



SURROUNDING DEVELOPMENT PLAN

SCALE 1"=50'-0"

0 50' 100' 150'

NORTH

NSPJ
NEARING STAATS PRELOGAR & JONES AIA CHARTERED ARCHITECTS
3515 W. 75TH ST. STE. 201 PRAIRIE VILLAGE, KANSAS 66208
www.nspjarch.com
PHONE 913.831.1415 FAX 913.831.1563

A NEW MIXED USE BUILDING FOR:

THE VILLAGE AT ASPEN PLACE

BUTLER AVE. & LONE TREE RD.

FLAGSTAFF, ARIZONA

REVISIONS

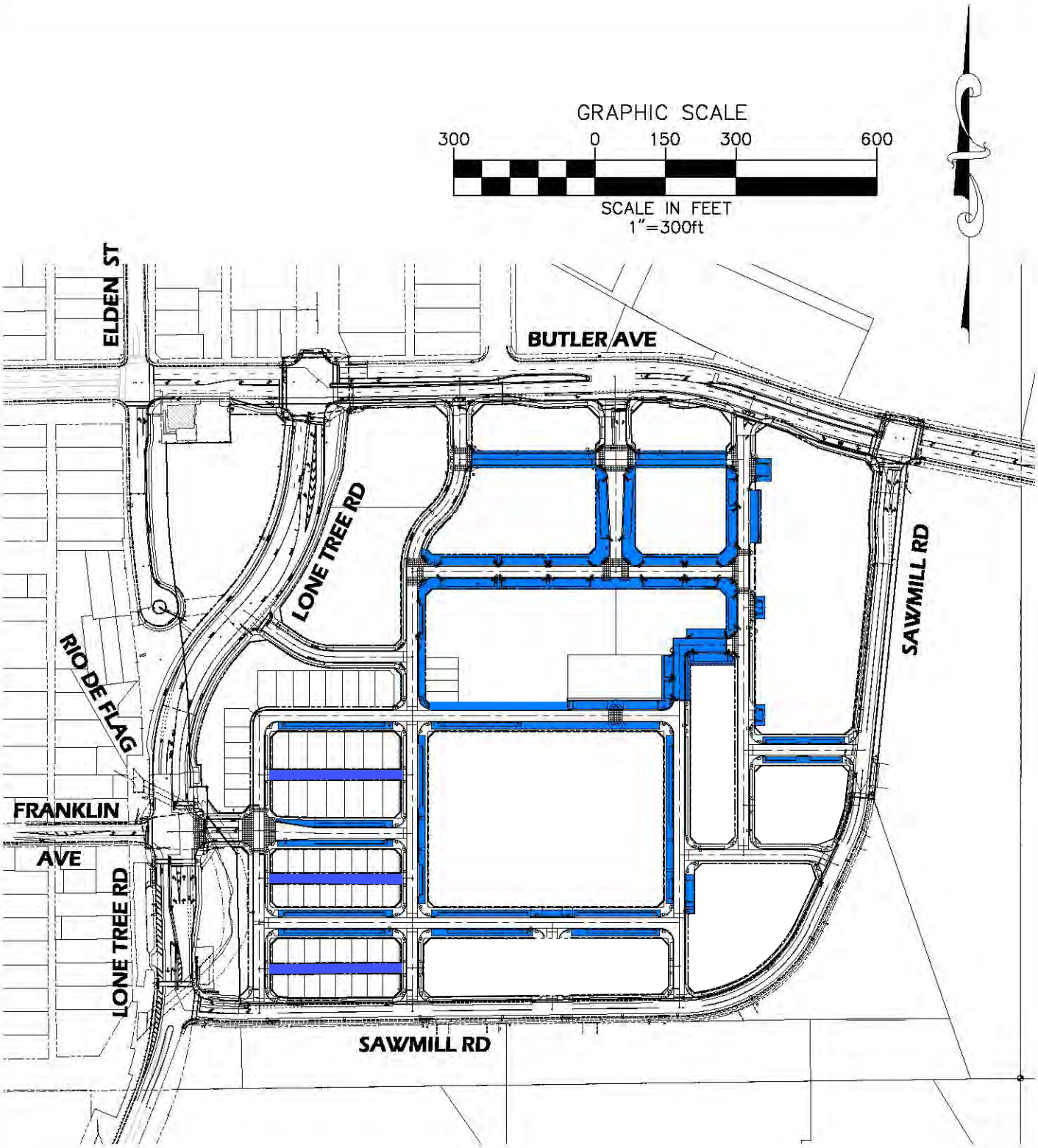
DATE
June 28, 2013
JOB NO.
531713
SHEET NO.

A0.02

Exhibit K

Public & Private Maintenance

[see following page]



LEGEND

PRIVATELY MAINTAINED IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY

PUBLICLY MAINTAINED IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY

ASPEN PLACE AT THE SAWMILL
PUBLIC & PRIVATE MAINTENANCE
EXHIBIT K

DATE

Exhibit N

Commercial Parcels Zoning Ordinances

[see following pages]

Official Records of Coconino County 3388388
Candace Owens - Recorder 06/14/2006 10:03 AM Pgs: 13
CITY OF FLAGSTAFF GA $15.00

ORDINANCE NO. 2006-13

AN ORDINANCE REZONING APPROXIMATELY 11.44 ACRES LOCATED AT 825 EAST BUTLER AVENUE FROM HR, HIGH-DENSITY RESIDENTIAL, TO UC, URBAN COMMERCIAL DISTRICT (CONDITIONAL).

Whereas, the Flagstaff City Council ("Council") finds that the applicant has fully complied with section 10-10-004-0007 of the Land Development Code by virtue of having paid the required fee and having supplied the required documentation; and

Whereas, the Council has read and considered the staff reports prepared by the City's Planning Division and has reviewed the Conceptual Site Plan for the subject property, and has considered the narrative prepared by the applicant; and

Whereas, the Planning and Zoning Commission ("Commission") has formally considered the present rezoning application following proper notice and public hearing, and the Commission has recommended approval of the requested rezoning application subject to the applicant's compliance with certain conditions set forth herein below; and

Whereas, City staff ("staff") have recommended approval of the rezoning application, subject to the general conditions proposed by the Commission, as modified by staff, and the Council has considered each of the conditions and has found them to the appropriate for the site and necessary for the proposed development; and

Whereas, the Council finds that the proposed rezoning and approved Conceptual Site Plan with conditions will not be detrimental to the uses of adjoining parcels or to other uses with in the vicinity;

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

Section 1. That the subject property be rezoned from HR, High-density Residential, to UC, Urban Commercial District (conditional), as depicted in Exhibits A, B, C, and D attached to and made a part hereof.

Section 2. That the rezoning be conditional upon compliance with the provisions of the Land Development Code in the construction of the improvements shown upon the approved Conceptual Site Plan and be further conditioned upon the applicant's adherence to and satisfaction of the following general conditions proposed by the Commission:

GENERAL CONDITIONS:

1. The subject property shall be developed according to the Master Plan, dated September 14, 2005, as amended by Circle West Architects, PC, for the "Sawmill District," as presented with the rezoning request.

2. The project must comply with the terms and provisions of the "Amended and Restated Development Agreement" for the "Sawmill District," as presented with the rezoning request.

3. The project must comply with all requirements of the Land Development Code and other applicable City codes, ordinances and regulations.

4. The offsite improvements depicted in the Master Plan, dated September 14, 2005, must be constructed.

5. If at the expiration of two (2) years a building permit has not been issued for any building within the project, 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.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 2nd day of May, 2006.

Joseph A. Donaldson
MAYOR

ATTEST:

Margie Brown
CITY CLERK

APPROVED AS TO FORM:

Mark H. Kjellgren for
CITY ATTORNEY

Carter::Burgess

3003 North Central Ave., Suite 1700
Phoenix, Arizona 85012-2909
Phone: 602.263.5309
Fax: 602.263.8373
www.c-b.com

Resolution No. _____

EXHIBIT A
LEGAL DESCRIPTION
FOR
SAWMILL DISTRICT RESIDENTIAL ZONING PARCEL
HR

THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, BEING A PORTION OF BOOK11, MAP 45, O.C.C.R. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, PER BOOK 11 OF MAPS, PAGE 44 OF THE OFFICE OF THE COCONINO COUNTY RECORDERS, SAID BEARING IS NORTH 89°14'32" EAST.

COMMENCING AT A FOUND 2-1/2" ALUMINUM CAP MARKED "LS 18221" ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE NORTH 89°14'04" EAST, A DISTANCE OF 977.02 FEET TO FOUND 5/8" REBAR MARKING THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 11 OF MAPS, PAGE 44 AND 45, C.C.R.

THENCE NORTH 01°22'02" WEST, 130.26 FEET, TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 01°22'02" WEST, A DISTANCE OF 369.31 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 38°22'02" WEST, A DISTANCE OF 99.66 FEET TO FOUND NAIL AND TAG MARKED "LS 14671";

THENCE NORTH 01°17'12" WEST, A DISTANCE OF 63.28 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE SOUTH 88°42'48" WEST, A DISTANCE OF 35.00 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 01°17'12" WEST, A DISTANCE OF 126.40 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671" MARKING THE BEGINNING OF A TANGENT CURVE OF 1483.50 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°50'46", A DISTANCE OF 151.37 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 07°07'58" WEST, A DISTANCE OF 148.73 FEET;

THENCE NORTH 89°35'19" EAST, A DISTANCE OF 307.17 FEET TO THE BEGINNING OF A 1000.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 89°28'20" WEST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°07'11", A DISTANCE OF 211.53 FEET;

THENCE NORTH 89°35'19" EAST, A DISTANCE OF 406.79 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 85°30'55" WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°14'13", A DISTANCE OF 27.42 FEET;

THENCE NORTH 00°45'08" WEST, A DISTANCE OF 182.61 FEET;

THENCE NORTH 89°35'19" EAST, A DISTANCE OF 399.47 FEET;

THENCE NORTH 05°41'23" EAST, A DISTANCE OF 377.82 FEET TO THE BEGINNING OF A 588.10 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 12°41'51" WEST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°37'47", A DISTANCE OF 57.78 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE SOUTH 71°40'22" EAST, A DISTANCE OF 149.96 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 16630" MARKING THE BEGINNING OF A TANGENT CURVE OF 1841.60 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°47'10", A DISTANCE OF 218.12 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 16630";

THENCE SOUTH 78°27'32" EAST, A DISTANCE OF 17.64 FEET TO FOUND REBAR WITH CAP MARKED "LS 15853";

THENCE SOUTH 05°41'10" WEST, A DISTANCE OF 715.16 FEET TO THE BEGINNING OF A TANGENT CURVE OF 329.85 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°59'46", A DISTANCE OF 109.36 FEET;

THENCE SOUTH 24°41'09" WEST, A DISTANCE OF 193.08 FEET TO THE BEGINNING OF A TANGENT CURVE OF 329.90 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°35'15", A DISTANCE OF 371.88 FEET;

THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 939.92 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS 1,326,906.80 SQUARE FEET OR 30.46 ACRES MORE OR LESS.

EXHIBIT "B" ILLUSTRATES THE AFORE MENTIONED LEGAL DESCRIPTION MADE APART HEREOF.

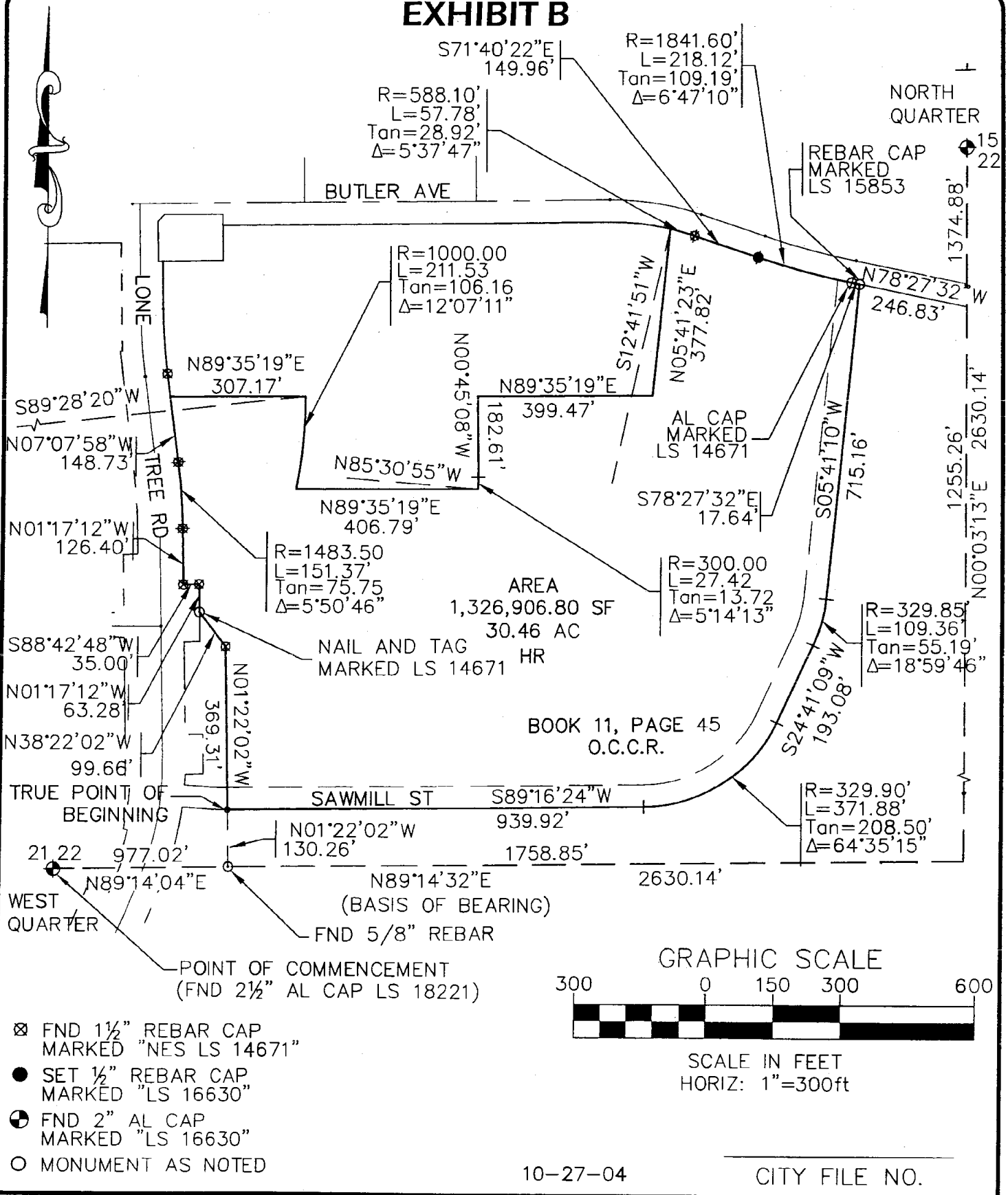
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55171
VINCENT R. NECHERO
11-04-04
ARIZONA, U.S.A.

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV
SURVEY 12/09/04
INIT DATE

CITY FILE NO.

DESCRIPTIVE TITLE

EXHIBIT B



10-27-04

CITY FILE NO.

FOR LOCATION PURPOSES ONLY

THE SAWMILL DISTRICT HR RESIDENTIAL ZONING PARCEL S22-T21N-R7E	EXHIBIT B LEGAL EXHIBIT	PROJ# 194052.011
	Carter & Burgess 3003 N. CENTRAL #1700 PHOENIX, AZ. 85012 TEL:(602) 263-5309 FAX:(602) 263-8373	

Carter::Burgess

3003 North Central Ave., Suite 1700
Phoenix, Arizona 85012-2909
Phone: 602.263.5309
Fax: 602.263.8373
www.c-b.com

Resolution No. _____

EXHIBIT C
LEGAL DESCRIPTION
FOR
SAWMILL DISTRICT COMMERCIAL ZONING PARCEL
UC

THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, BEING A PORTION OF BOOK11, MAP 45, O.C.C.R. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, PER BOOK 11 OF MAPS, PAGE 44 OF THE OFFICE OF THE COCONINO COUNTY RECORDERS, SAID BEARING IS NORTH 89°14'32" EAST.

COMMENCING AT A FOUND 2-1/2" ALUMINUM CAP MARKED "LS 18221" ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE NORTH 89°14'04" EAST, A DISTANCE OF 977.02 FEET TO FOUND 5/8" REBAR MARKING THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 11 OF MAPS, PAGE 44 AND 45, C.C.R.

THENCE NORTH 01°22'02" WEST, A DISTANCE OF 499.57 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 38°22'02" WEST, A DISTANCE OF 99.66 FEET TO FOUND NAIL AND TAG MARKED "LS 14671";

THENCE NORTH 01°17'12" WEST, A DISTANCE OF 63.28 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE SOUTH 88°42'48" WEST, A DISTANCE OF 35.00 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 01°17'12" WEST, A DISTANCE OF 126.40 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671" MARKING THE BEGINNING OF A TANGENT CURVE OF 1483.50 FOOT RADIUS, CONCAVE WESTERLY,

THENCE NORTHERWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°50'46", A DISTANCE OF 151.37 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 07°07'58" WEST, A DISTANCE OF 148.73 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 07°07'58" WEST, A DISTANCE OF 52.38 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671" MARKING THE BEGINNING OF A TANGENT CURVE OF 1380.34 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°07'00", A DISTANCE OF 147.36 FEET TO A NAIL SET IN CONCRETE WITH A TAG MARKED "LS 14671"

THENCE NORTH 01°00'58" WEST, A DISTANCE OF 106.12 FEET TO A NAIL SET IN CONCRETE WITH A TAG MARKED "LS 14671";

THENCE NORTH 88°57'36" EAST, A DISTANCE OF 136.13 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 01°00'59" WEST, A DISTANCE OF 79.17 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 89°14'52" EAST, A DISTANCE OF 876.23 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671" MARKING THE BEGINNING OF A TANGENT CURVE OF 588.10 FOOT RADIUS, CONCAVE SOUTHERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°26'59", A DISTANCE OF 138.05 FEET;

THENCE SOUTH 05°41'23" WEST, A DISTANCE OF 377.82 FEET;

THENCE SOUTH 89°35'19" WEST, A DISTANCE OF 399.47 FEET;

THENCE SOUTH 00°45'08" EAST, A DISTANCE OF 182.61 FEET TO THE BEGINNING OF A TANGENT CURVE OF 300.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°14'13", A DISTANCE OF 27.42 FEET;

THENCE SOUTH 89°35'19" WEST, A DISTANCE OF 406.79 FEET TO THE BEGINNING OF A 1000.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 78°24'29" WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°07'11", A DISTANCE OF 211.53 FEET;

THENCE SOUTH 89°35'19" WEST, A DISTANCE OF 307.17 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 507,990.41 SQUARE FEET OR 11.66 ACRES MORE OR LESS.

EXHIBIT "D" ILLUSTRATES THE AFORE MENTIONED LEGAL DESCRIPTION MADE APART HEREOF.

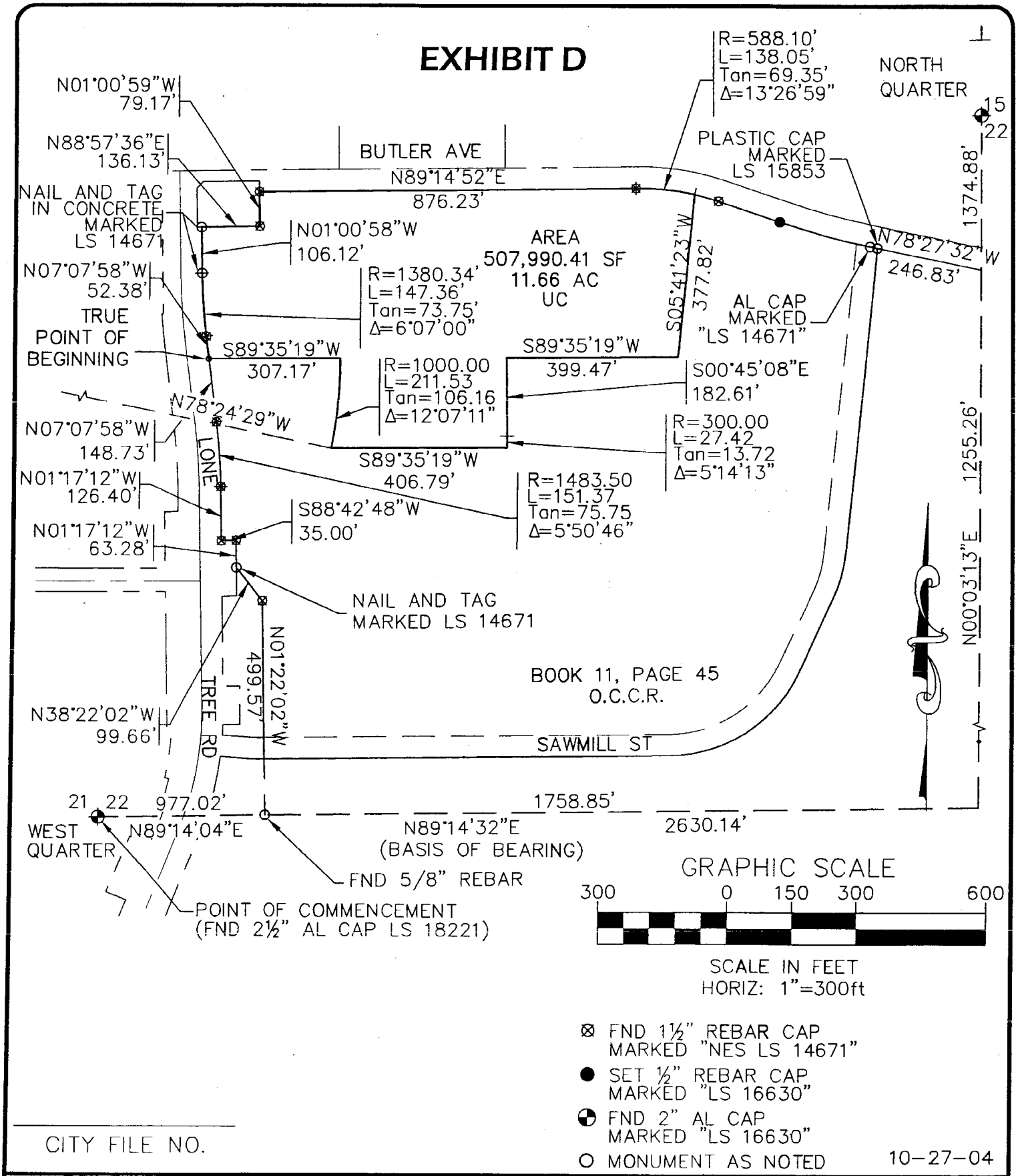
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36171
VINCENT E.
NECHERO
Date Signed 11-04-04
ARIZONA, U.S.A.

CITY FILE NO.

DESCRIPTIVE TITLE

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
SURVEY 12/09/04
INIT DATE

EXHIBIT D



FOR LOCATION PURPOSES ONLY

THE SAWMILL DISTRICT **UC COMMERICAL ZONING PARCEL** **S22-T21N-R7E**	**EXHIBIT D** **LEGAL EXHIBIT**	**PROJ#** **194052.011**
	Carter & Burgess	
	3003 N. CENTRAL #1700 PHOENIX, AZ. 85012 TEL:(602) 263-5309 FAX:(602) 263-6373	

Official Records of Coconino County 3416367
Candace Owens - Recorder 12/14/2006 12:16 PM Pgs: 9
CITY OF FLAGSTAFF GA $13.00

ORDINANCE NO. 2006-31

AN ORDINANCE AMENDING REZONING ORDINANCE NO. 2006-13 TO CORRECT THE LEGAL DESCRIPTIONS ATTACHED TO ORDINANCE NO. 2006-13, AND DECLARING AN EMERGENCY.

Whereas, the legal descriptions of the property being rezoned by Ordinance No. 2006-13, in Exhibits A, B, C, and D, were exhibits from the earlier rezoning of the property; and

Whereas, the Council seeks to amend Ordinance No. 2006-13 by substituting the narrative and graphic legal descriptions in the attached Exhibits A through D; and

Whereas, the Notice of Public Hearing with regard to the proposed amendment to the zoning map contained the correct description of the property to be rezoned; and

Whereas, the Council finds that the proposed amendment of Ordinance 2006-13 does not alter or amend the text of the Ordinance;

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

Section 1. That Ordinance No. 2006-13 is amended by substituting the attached Exhibits A through D for those attached to the Ordinance adopted by the Council on May 2, 2006.

Section 2: That the immediate operation of the provisions of this Ordinance is necessary for the public peace, health and safety of the residents and citizens of the City of Flagstaff; that an emergency is, therefore, declared to exist; that this resolution shall be in full force and effect immediately upon its passage and adoption by the Council of the City of Flagstaff.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 21st day of November, 2006.

Joseph C. Donaldson
MAYOR

ATTEST:

Margie Brown
CITY CLERK

APPROVED AS TO FORM:

Ina H. Kilgren for
CITY ATTORNEY

Ordinance
~~Resolution~~ No. 2006-31

EXHIBIT A
LEGAL DESCRIPTION
FOR
SAWMILL DISTRICT RESIDENTIAL ZONING PARCEL
HR

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, BEING A PORTION OF BOOK11 OF SURVEYS, PAGE 44 AND 45, ON FILE IN THE COCONINO COUNTY RECORDER'S OFFICE AND BEING DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, PER BOOK 11 OF SURVEYS, PAGE 44 AND 45, ON FILE IN THE COCONINO COUNTY RECORDER'S OFFICE, SAID BEARING IS NORTH 89°14'54" EAST.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE NORTH 89°14'54" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 977.14 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 11 OF SURVEYS, PAGE 44 AND 45, C.C.R.

THENCE NORTH 01°22'02" WEST, 130.33 FEET TO THE **POINT OF BEGINNING;**
THENCE CONTINUING NORTH 01°22'02" WEST, A DISTANCE OF 369.31 FEET;
THENCE NORTH 38°22'02" WEST, A DISTANCE OF 99.66 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LONE TREE ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:
THENCE NORTH 01°17'12" WEST, A DISTANCE OF 63.28 FEET;
THENCE SOUTH 88°42'48" WEST, A DISTANCE OF 35.00 FEET;
THENCE NORTH 01°17'12" WEST, A DISTANCE OF 126.40 FEET TO THE BEGINNING OF A TANGENT CURVE OF CONCAVE WESTERLY AND HAVING A RADIUS OF 1483.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 114.16 FEET THROUGH A CENTRAL ANGLE OF 04°24'33"; THENCE SOUTH 90°00'00" EAST, 344.97 FEET; THENCE SOUTH 00°00'00" WEST, 71.77 FEET; THENCE SOUTH 90°00'00" EAST,

136.23 FEET; THENCE SOUTH 00°00'00" WEST, 15.00 FEET; THENCE SOUTH 90°00'00" EAST, 569.00 FEET; THENCE SOUTH 00°00'00" WEST, 297.46 FEET; THENCE SOUTH 90°00'00" EAST, 134.50 FEET; THENCE NORTH 00°00'00" EAST, 222.98 FEET; THENCE SOUTH 90°00'00" EAST, 287.14 FEET; THENCE SOUTH 05°41'23" WEST, 104.88 FEET; THENCE NORTH 84°18'37" WEST, 50.00 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 279.85 FEET, A RADIAL LINE BEARS AT SAID POINT (NORTH 84°18'37" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 92.78 FEET THROUGH A CENTRAL ANGLE OF 18°59'46"; THENCE SOUTH 24°41'09" WEST, 193.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 329.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 371.88 FEET THROUGH A CENTRAL ANGLE OF 64°35'15"; THENCE SOUTH 89°16'24" WEST, 939.92 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 828,561 SQUARE FEET OR 19.02 ACRES MORE OR LESS.

EXHIBIT "B" ILLUSTRATES THE AFORE MENTIONED LEGAL DESCRIPTION MADE APART HEREOF.

04-04080
CITY FILE NO.

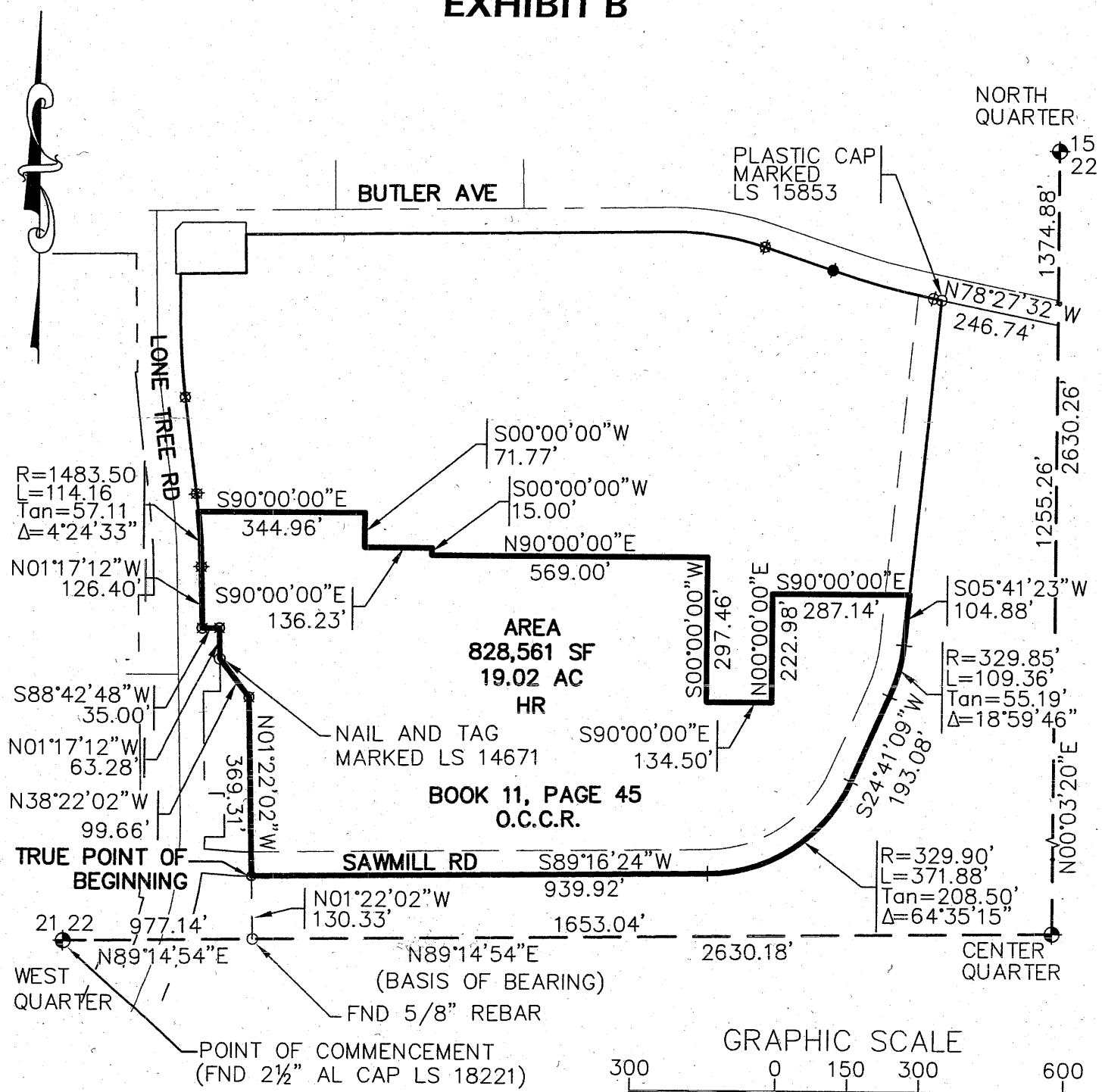
Sawmill Residential
DESCRIPTIVE TITLE

Vincent E. Nechero

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36171
VINCENT E.
NECHERO
Date Signed 11-10-06
ARIZONA, U.S.A.

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
SURVEY 11-13-06
INIT DATE

EXHIBIT B



⊠ FND 1½" REBAR CAP MARKED "NES LS 14671"

● SET ½" REBAR CAP MARKED "LS 16630"

⊕ FND 2" AL CAP MARKED "LS 16630"

○ MONUMENT AS NOTED

04-04080

CITY FILE NO.

APRIL 2006

THE SAWMILL DISTRICT HR RESIDENTIAL ZONING PARCEL S22-T21N-R7E	EXHIBIT B LEGAL EXHIBIT	PROJ# 194052.011
	Carter & Burgess 101 N. 1ST. AVE #3100 PHOENIX, AZ. 85003 TEL:(602) 650-4007 FAX:(602) 253-1202	

Ordinance
~~Resolution~~ No. 2006.31

EXHIBIT C
LEGAL DESCRIPTION
FOR
SAWMILL DISTRICT COMMERCIAL ZONING PARCEL
UC

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, BEING A PORTION OF BOOK11 OF SURVEYS, PAGE 44 AND 45, ON FILE IN THE COCONINO COUNTY RECORDER'S OFFICE AND BEING DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, PER BOOK 11 OF SURVEYS, PAGE 44 AND 45, ON FILE IN THE COCONINO COUNTY RECORDER'S OFFICE, SAID BEARING IS NORTH 89°14'54" EAST.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE NORTH 89°14'54" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 977.14 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 11 OF SURVEYS, PAGE 44 AND 45, C.C.R.

THENCE NORTH 01°22'02" WEST, 130.33 FEET;
THENCE NORTH 01°22'02" WEST, A DISTANCE OF 369.31 FEET;
THENCE NORTH 38°22'02" WEST, A DISTANCE OF 99.66 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LONE TREE ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:
THENCE NORTH 01°17'12" WEST, A DISTANCE OF 63.28 FEET;
THENCE SOUTH 88°42'48" WEST, A DISTANCE OF 35.00 FEET;
THENCE NORTH 01°17'12" WEST, A DISTANCE OF 126.40 FEET TO THE BEGINNING OF A TANGENT CURVE OF CONCAVE WESTERLY AND HAVING A RADIUS OF 1483.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 114.16 FEET THROUGH A CENTRAL ANGLE OF 04°24'33" TO THE **POINT OF BEGINNING;**

THENCE CONTINUING NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.20 FEET THROUGH A CENTRAL ANGLE OF 01°26'13";
THENCE NORTH 07°07'58" WEST, A DISTANCE OF 201.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1380.34 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 147.36 FEET THROUGH A CENTRAL ANGLE OF 06°07'00";
THENCE NORTH 01°00'58" WEST, A DISTANCE OF 106.12 FEET;
THENCE NORTH 88°57'36" EAST, A DISTANCE OF 136.13 FEET;
THENCE NORTH 01°00'59" WEST, A DISTANCE OF 79.17 FEET; TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:
THENCE NORTH 89°14'52" EAST, A DISTANCE OF 876.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 588.10 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.84 FEET THROUGH A CENTRAL ANGLE OF 19°04'46";
THENCE SOUTH 71°40'22" EAST, A DISTANCE OF 149.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1841.60 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 218.12 FEET THROUGH A CENTRAL ANGLE OF 06°47'10";
THENCE SOUTH 78°27'32" EAST, A DISTANCE OF 17.69 FEET;
THENCE SOUTH 05°41'23" WEST, A DISTANCE OF 610.28 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 287.14 FEET;
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 222.98 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 134.50 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 297.46 FEET
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 569.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 136.23 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 71.77 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 344.96 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 1,006,360 SQUARE FEET OR 23.10 ACRES MORE OR LESS.

EXHIBIT "D" ILLUSTRATES THE AFORE MENTIONED LEGAL DESCRIPTION MADE APART HEREOF.

04-04080
CITY FILE NO.

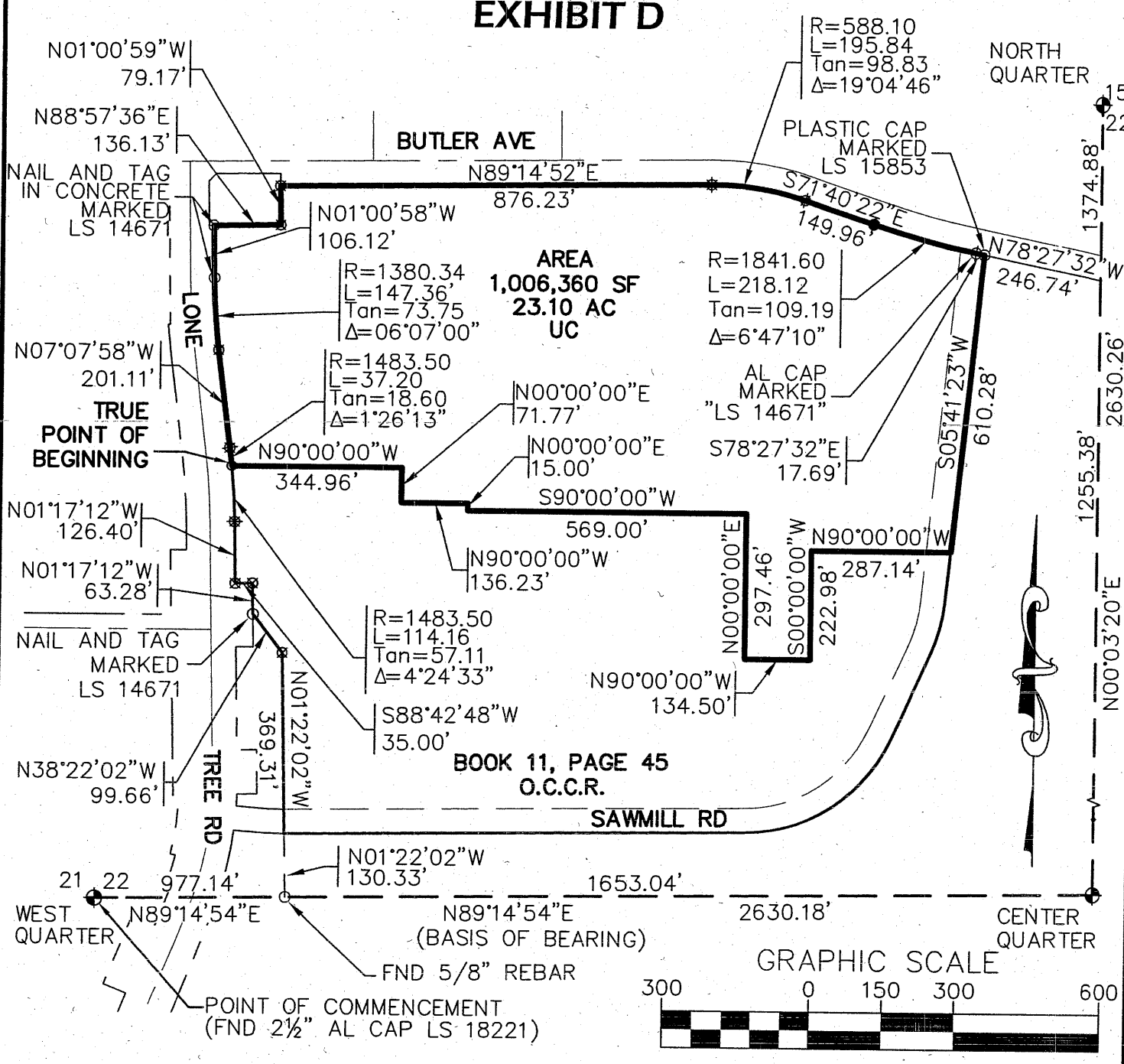
Sawmill Commercial
DESCRIPTIVE TITLE

Vincent F. Nechero

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36171
VINCENT F.
NECHERO
Date Signed 11-10-06
ARIZONA, U.S.A.

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV
SURVEY 11-13-06
BY DATE

EXHIBIT D



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○ MONUMENT AS NOTED

04-04080

CITY FILE NO.

APRIL 2006

THE SAWMILL DISTRICT **UC COMMERICAL ZONING PARCEL** **S22-T21N-R7E**	**EXHIBIT D** **LEGAL EXHIBIT**	**PROJ#** **194052.011**
	Carter & Burgess	

101 N. 1ST. AVE #3100 PHOENIX, AZ. 85003 TEL:(602) 650-4007 FAX:(602) 253-1202

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 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:

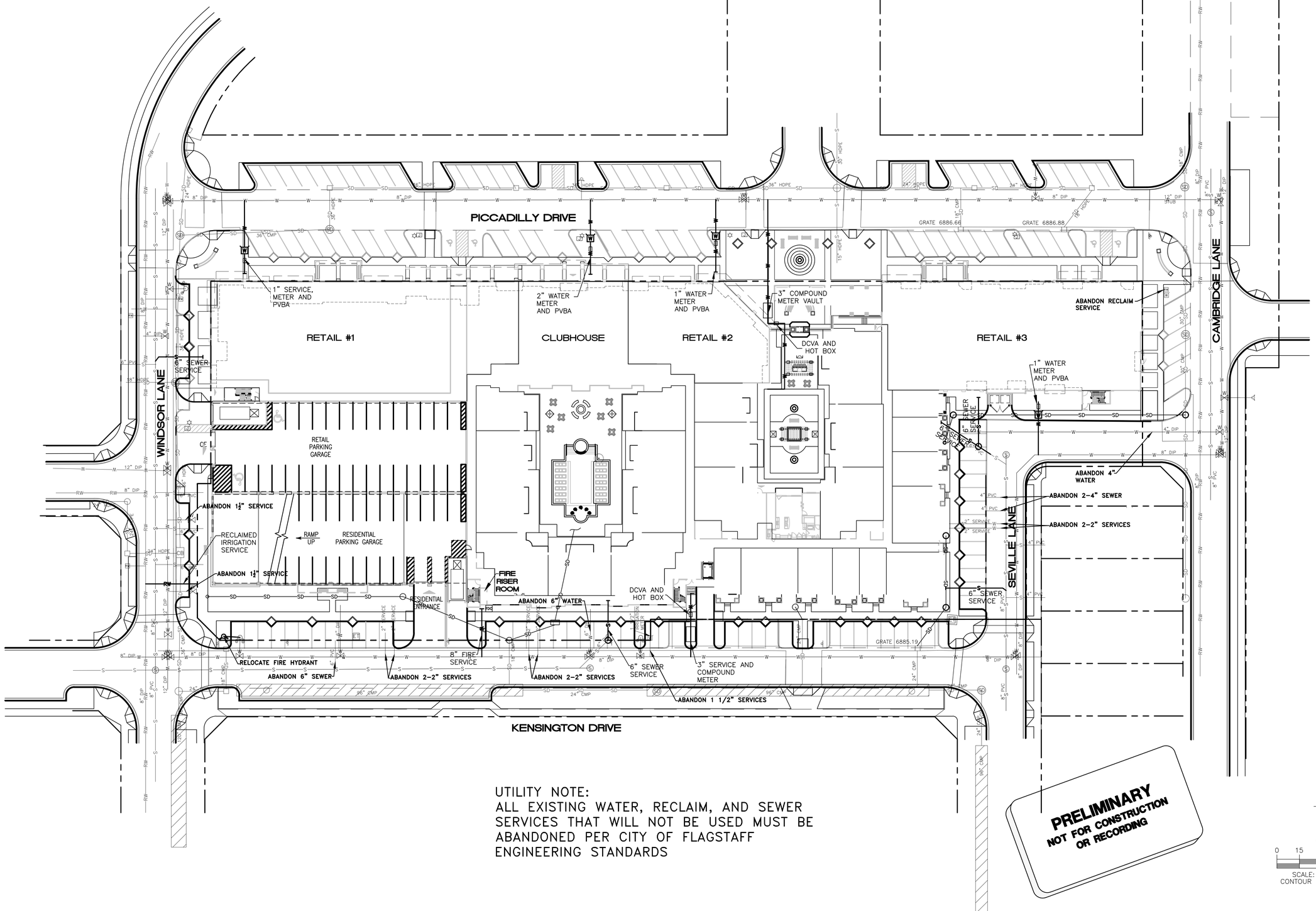
_____

CITY ATTORNEY

Exhibit O

Abandonment of Unused Public Utility Services Plan

[see following page]



UTILITY NOTE:
ALL EXISTING WATER, RECLAIM, AND SEWER SERVICES THAT WILL NOT BE USED MUST BE ABANDONED PER CITY OF FLAGSTAFF ENGINEERING STANDARDS

112044

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

9/24/13

THE VILLAGE AT ASPEN PLACE
EXISTING / NEW UTILITIES
P&Z COMMISSION SUBMITTAL

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 112044 UTILITIES

REVISIONS:

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

VILLAGE AT ASPEN PLACE

EXISTING / NEW UTILITIES

HOR SCALE:	1"=30
VERT SCALE:	NA
DATE:	7/12/13
PROJECT NO.:	112044
AGENCY NO.:	DEV 12-073
SHEET NO.:	C 0.01

DESIGNED BY: RLS
DRAFTED BY: AAS
CHECKED BY: RLS

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mark Sawyers, Current Planning Manager

Co-Submitter: Mark Landsiedel, Community Development Director

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE:

Consideration and Approval of Contract: Third Amendment to Development Incentive Agreement between the City of Flagstaff, Aspen Place North, L.L.C. and Alliance Bank of Arizona.

RECOMMENDED ACTION:

Approve the Third Amendment to Development Incentive Agreement between the City of Flagstaff, Aspen Place North, L.L.C. and Alliance Bank of Arizona

Policy Decision or Reason for Action:

The Third Amendment to Development Incentive Agreement (DIA), see Attachment 1, addresses the following five main topics. These topics are shown, below, as numbered in the sections of the agreement:

2. Release of Cross-Default; Cross-Collateralization Upon Payoff
3. Release of Cross-Default, Cross-Collateralization of Financed Parcel
4. Covenant Regarding Common Ownership of Lot 122, 123, 125 and 126, see Attachment 2
5. Sales Tax Rebate
6. Modification to Section 4(ii) of Development Incentive Agreement

Financial Impact:

No direct financial impacts to the City as a result of this agreement.

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

The City Council approved the original Development Incentive Agreement in June 2007 (see Attachment 3) and, subsequently, the First Amended DIA in February 2010 (see Attachment 4) and the Second Amended DIA in July 2010 (see Attachment 5).

Options and Alternatives:

The City Council may approve the proposed Third Amendment to Development Incentive Agreement as recommended by City Staff, or modify the conditions, include additional conditions or deny the Third Amendment to the Development Incentive Agreement.

Background/History:

Red Reality Advisors closed on the Aspen Place at the Sawmill north property (commercial property) and assumed payment of the improvement bonds through the entity now know as Flagstaff Aspen Place LLC. The Development Incentive Agreement allowed for the sharing of sales tax revenue to repay the Bond Assessment.

Key Considerations:

Aspen Place North, L.L.C. has requested to further modify and amend certain terms and conditions of the Development Incentive Agreement as modified and amended by the Second Amendment.

The Third Amendment to the Development Incentive Agreement contains five main action sections. They are summarized below, as numbered in the agreement:

2. Release of Cross-Default; Cross-Collateralization Upon Payoff - Allows improvement bond payoff of the remaining portion an individual property without penalty.

3. Release of Cross-Default; Cross-Collateralization of Finance Parcel - Releases Lots 121, 122 and 123 from the cross collateralization of the second agreement.

4. Covenant Regarding Common Ownership of Lot 122, 123, 125 and 126 - Amends second amendment.

5. Sale Tax Rebate- Development Incentive Agreement requires that 80% of the retail improvements within the Project be substantially complete as of the tenth (10th) anniversary of the date of the original Agreement. Establishes 36,200 square feet of additional retail development to be deemed substantially complete with this term as established with the Second Amendment.

6. Modifications to Section 4(ii) of Development Incentive Agreement - The Sales Tax Rebate provided by the City to the Landowner pursuant to this Agreement may be assigned by the Landowner to any other party, including any successor owner of the Property or any portion thereof, without the City's approval.

Community Benefits and Considerations:

The Third Amendment allows for the continued development of the Sawmill development as approved by the Master Plan. Presently REI, consisting of approximately 23,825 square feet, is under construction and Alliance bank, consisting of 6,000 square feet, is currently under building plan review. Additionally, the mixed use development known as Village at Aspen Place is on the Council agenda for this evening for the second reading of the Zoning Map Amendment and consideration to amend the previous Development Agreement concerning the commercial parcels.

Community Involvement:

Not applicable.

Attachments: 3rd Amendment to DIA
Site Map
Original DIA
1st Amendment to DIA

2nd Amendment to DIA

When Recorded Return To:

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

THIRD AMENDMENT TO
DEVELOPMENT INCENTIVE AGREEMENT
(Aspen Place at the Sawmill)

THIS THIRD AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT ("Third Amendment") is made and entered into as of the _____ day of _____, 2013 (the "Amendment Date"), to be effective as and when set forth in ***Section 9*** of this Third Amendment (the "Effective Date") by and among FLAGSTAFF ASPEN PLACE, L.L.C., a Delaware limited liability company ("Aspen Place"), as successor in interest to ASPEN PLACE NORTH, L.L.C., an Arizona limited liability company ("Aspen North") as to the parcels legally described in Exhibit "A" to this Third Amendment (the "Aspen Commercial Parcels"), in their entirety, ALLIANCE BANK OF ARIZONA, A DIVISION OF WESTERN ALLIANCE BANK, an Arizona corporation ("Alliance"), as to the parcel legally described in Exhibit "B" to this Third Amendment (the "Alliance Commercial Parcel") (the "Aspen Commercial Parcels" and the "Alliance Commercial Parcel" being collectively referred to herein as the "Commercial Parcels"), and the CITY OF FLAGSTAFF, an Arizona municipal corporation ("City").

RECITALS

A. The City and Aspen North's predecessor-in-interest, Butler & Lone Tree, L.L.C., an Arizona limited liability company, entered into that Development Incentive Agreement (Aspen Place at the Sawmill) dated as of June 1, 2007, and recorded on June 20, 2007 as Instrument No. 3444059, Official Records of Coconino County, Arizona (the "Development Incentive Agreement") and that certain Improvement District Development and Waiver Agreement dated as of June 1, 2007, and recorded on June 21, 2007 as Instrument No. 3444565, Official Records of Coconino County, Arizona (the "Waiver Agreement").

B. The City, Aspen North, and Aspen Place South, L.L.C., an Arizona limited liability company ("Aspen South"), subsequently entered into that certain First Amendment to Development Incentive Agreement (Aspen Place at the Sawmill) dated as of February 22, 2010, and recorded on February 25, 2010 as Instrument No. 3554385, Official Records of Coconino County, Arizona (the "First Amendment").

C. The City, Sawmill NF, L.L.C., an Arizona limited liability company ("Sawmill NF") and Aspen North subsequently entered into that certain Second Amendment to Development Incentive Agreement (Aspen Place at the Sawmill) dated as of August 11, 2010, and recorded on August 11, 2010, as Instrument No. 3570206, Official Records of Coconino County, Arizona (the "Second Amendment").

D. The Second Amendment provided that the City would take all reasonable steps to divide Assessment Parcel 2.01 into the New Northern Assessment Parcels. The City subsequently approved the Petition for Modification which was recorded in the Official Records of Coconino County on October 25, 2010 as Instrument No. 3577783 which divided Assessment Parcel 2.01 into the New Northern Assessment Parcels.

E. Section 31 of the Development Incentive Agreement provides that any subsequent amendments to the Development Incentive Agreement need only be executed by the City and the Landowner or Landowners who are affected or impacted, or whose parcels are affected or impacted, by such amendment.

F. On October 22, 2013, Aspen Place sold and conveyed fee simple title of the Alliance Commercial Parcel to Alliance, and the ID Bonds associated with the Alliance Commercial Parcel will be paid in full as of November 21, 2013.

G. The parties desire to enter into this Third Amendment to provide for the efficient future development of the Commercial Parcels and to clarify the rights and obligations of the parties as to the Commercial Parcels only.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby further modify and amend the Development Incentive Agreement, the First Amendment, and the Second Amendment as follows:

AGREEMENT

1. Definitions. All initial capitalized terms used in this Third Amendment shall have the meanings ascribed thereto in the Development Incentive Agreement, the First Amendment, and the Second Amendment, unless otherwise specifically defined herein. All references in the Development Incentive Agreement to "this Agreement" shall, from and after the date hereof, be deemed to mean and refer to the Development Incentive Agreement as modified and amended by the First Amendment, the Second Amendment, and this Third Amendment.

2. Release of Cross-Default; Cross-Collateralization Upon Payoff. The parties acknowledge and agree that at such time as the ID Bond Assessments are paid in full for a New Northern Assessment Parcel by an owner who owns only one New Northern Assessment Parcel, including without limitation, Alliance as to the Alliance Commercial Parcel, said parcel shall automatically be released from the requirements of Section 3 of the Second Amendment and the City hereby authorizes the City Manager to execute and record such reasonable documentation to evidence that said parcel is no longer subject to the ID Bond Assessments, including without limitation, a termination of that certain Improvement District Development and Waiver Agreement dated June 1, 2007.

3. Release of Cross-Default; Cross-Collateralization of Financed Parcel. The parties acknowledge and agree that Lots 121, 122 and 123 of the New Northern Assessment Parcels, (i) have received development and construction financing from an unrelated third-party lender, such financing having been secured by first-lien deeds of trust on such Lots, and (ii) have been issued building permits with respect to the construction of vertical or tenant improvements. The owner of each Lot has also deposited with the City ID Bond Assurances sufficient in amount to pay the annual ID Bond Assessments allocable to each Lot. As such, the owner or owners of Lots 121, 122 and 123 are released from the cross-default and cross-collateralization requirements imposed by Section 3 of the Second Amendment by virtue of their qualification under Section 3(b) of said Amendment.

4. Covenant Regarding Common Ownership of Lots 122, 123, 125 and 126. The parties agree that at such time as the ID Bond Assessments are paid in full with respect to both Lots 125 and 126, the Covenant of Common Ownership provided for in Section 4 of the Second Amendment shall automatically terminate as to Lots 122, 123, 125 and 126 and be of no further force or effect.

5. Sales Tax Rebate. Section 4(b) of the Development Incentive Agreement provides that if 80% of the retail improvements contemplated to be developed within the Project by the Landowner pursuant to the Aspen Park Revised Master Plan, have not been completed as of the tenth (10th) anniversary of the date of the Development Incentive Agreement, then the Landowner's right to receive the Sales Tax Rebate shall automatically terminate. The parties acknowledge that the current Aspen Park Revised Master Plan contemplates the development of at least 130,000 square feet of retail improvements. Therefore, in order for the Landowner to continue to be entitled to receive the Sales Tax Rebate following the tenth (10th) anniversary of the date of the Development Incentive Agreement, at least 104,000 square feet of retail improvements must be completed within the Project as of the tenth (10th) anniversary of the date of the Development Incentive Agreement. The parties hereto acknowledge and agree that, as of the date of this Third Amendment, the following retail improvements have been completed within the Project:

(a) Twenty-four thousand eighty-nine (24,089) square feet of retail improvements have been completed on Lot 124 within the Project; and

(b) Forty-three thousand eight hundred (43,800) square feet of retail improvements have been completed on Lots 122 and 123 of the Project.

As a result of the completion of 67,889 square feet of retail improvements within the Project as of the date of this Third Amendment, the parties acknowledge that the conditions of Section 4(b) of the Development Incentive Agreement shall be deemed to be satisfied at such time as at least 36,111 square feet of additional retail improvements have been constructed within the Project.

6. Modifications to Section 4(ii) of Development Incentive Agreement. As to the Commercial Parcels, Section 4(ii) of the Development Incentive Agreement is hereby amended and restated in its entirety to read as follows:

> "The Sales Tax Rebate provided by the City to the Landowner pursuant to this Agreement may be assigned by the Landowner only to a successor owner of the Property or any portion thereof in connection with the sale, transfer or conveyance of the Property or portion thereof, unless otherwise approved in writing by the City. In the event of any such sale, transfer or conveyance of any portion of the Property by the Landowner, which sale, transfer or conveyance includes an assignment of the Sales Tax Rebate appurtenant thereto, the Landowner shall provide written notice to the City, which notice shall include the name and notice address of the successor owner of such portion of the Property. Unless and until the City has received such notice, the City shall continue to remit the Sales Tax Rebate to the Landowner or other party legally entitled thereto."

7. No Further Modifications; Ratification. Except as specifically modified or amended pursuant to the terms of this Third Amendment, the terms and conditions of the Development Incentive Agreement, the First Amendment and the Second Amendment are hereby ratified and affirmed by the parties hereto and shall remain in full force and effect. In addition, the terms and conditions of the Waiver Agreement are hereby ratified and affirmed by the parties hereto and shall remain in full force and effect, unaffected by this Third Amendment.

8. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. Effective Date. This Third Amendment shall become effective upon the mutual execution of this Third Amendment by the parties hereto and the recordation of this Third Amendment in the Official Records of Coconino County, Arizona.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Third Amendment to Development Incentive Agreement (Aspen Place at the Sawmill) has been executed as of the day and year first above written.

Attest:

_____
Printed Name_____
Title: City Clerk

Approved as to form:

_____
Printed Name_____
Title: City Attorney

"City"

CITY OF FLAGSTAFF, an Arizona municipal corporation

By_____
Printed Name_____
Title_____

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged her/himself to be _____ of the CITY OF FLAGSTAFF, an Arizona municipal corporation:

_____ 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: _____
Notary Public

"Aspen Place"

FLAGSTAFF ASPEN PLACE, L.L.C., a Delaware limited liability company

By: _____

By:_____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____ _____, the Manager of FLAGSTAFF ASPEN PLACE, L.L.C., 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 his _____,

and 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: _____
Notary Public

"Alliance"

ALLIANCE BANK OF ARIZONA, A DIVISION OF WESTERN ALLIANCE BANK, an Arizona corporation

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of ALLIANCE BANK OF ARIZONA, A DIVISION OF WESTERN ALLIANCE BANK:

_____ 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 his _____,

and 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: _____
Notary Public

EXHIBIT "A"

Aspen Commercial Parcels

Lots 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 130 and 131 of Aspen Place at the Sawmill, according to plat recorded May 14, 2007 at Instrument Number 3438431, and Amendment recorded December 21, 2010 at Instrument No. 3583171, records of Coconino County, Arizona;

Except all oil, gas and other minerals as granted in Deed recorded in Docket 164, page 405, records of Coconino County, Arizona.

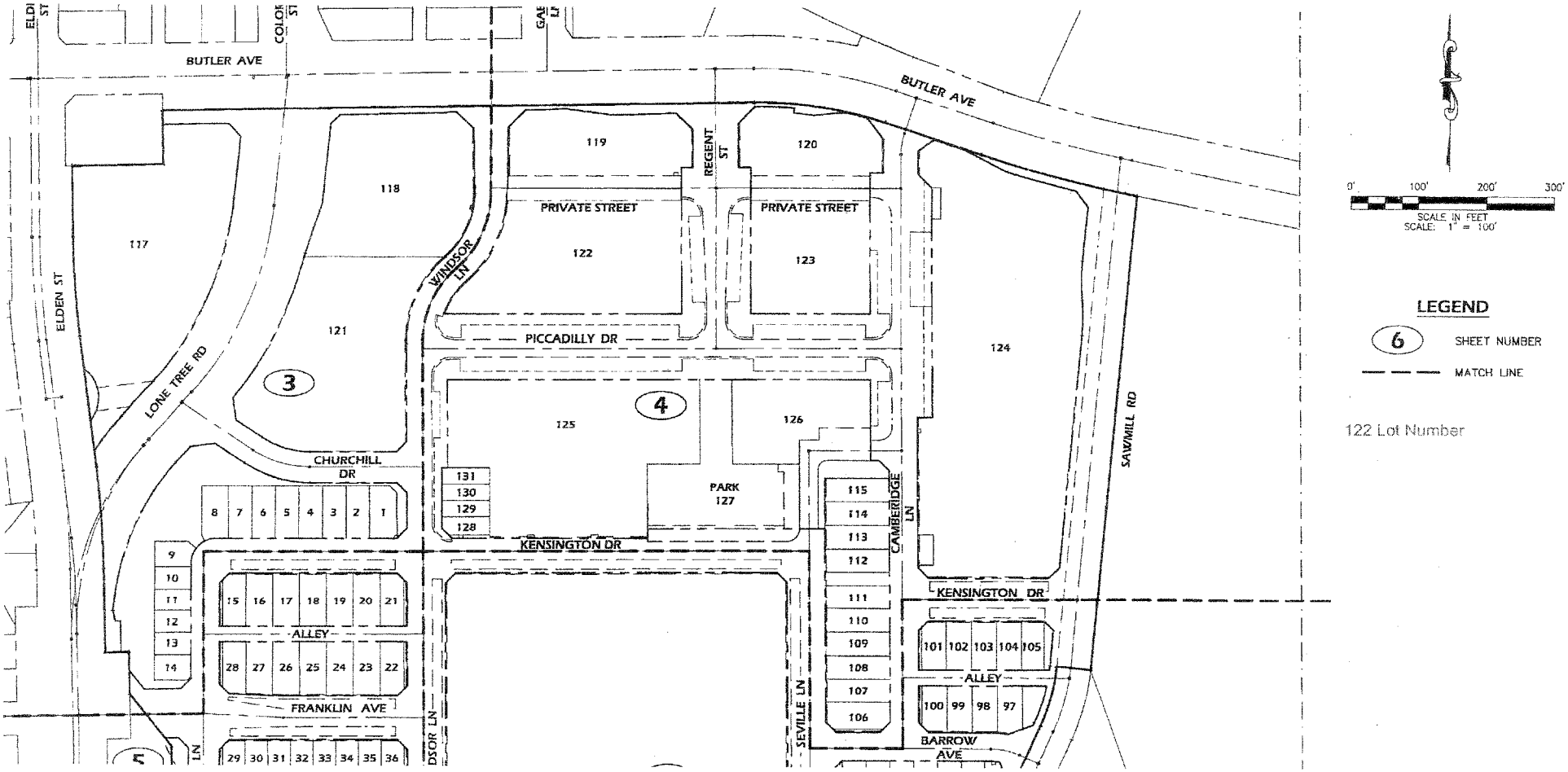
EXHIBIT "B"

Alliance Commercial Parcel

Lot 118, Aspen Place at the Sawmill, according to plat recorded May 14, 2007 at Instrument Number 3438431, and Amendment recorded December 21, 2010 at Instrument No. 3583171, records of Coconino County, Arizona;

EXCEPT all oil, gas and other minerals, as granted in Deed recorded in Docket 164, Page 405, records of Coconino County, Arizona; and

EXCEPT that portion of the Northwest Quarter of Section 22, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona:
That portion of Lot 118, Amended Final Subdivision Plat for Aspen Place at the Sawmill, Instrument 3583171, dated December 21, 2010, Coconino County Records, lying northerly of the following described line:
Commencing at the northernmost northeast corner of said Lot 118, from whence the southernmost northeast corner of said Lot 118 lies South 46°27'22" East a distance of 35.17 feet along the northeasterly line of said Lot 118, per said Instrument 3583171;
Thence along said northeasterly line, and the westerly Right of Way line of Windsor Lane, South 46°27'22" East a distance of 4.22 feet to a line parallel with and 3.00 feet southerly of the northerly line of said Lot 118, and the Point of Beginning of the line;
Thence leaving said northeasterly line along said parallel line the following courses:
South 88°14'47" West a distance of 60.81 feet; and
South 88°57'22" West a distance of 68.72 feet;
Thence leaving said parallel line, North 66°01'02" West a distance of 7.09 feet to said northerly line, and the Terminus of the line.



ASPEN PLACE AT THE SAWMILL

A2007-0601.01

Official Records of Coconino County 3444059
Candace Owens - Recorder 06/20/2007 11:40 AM Pgs: 18
CITY OF FLAGSTAFF AM $17.50

When recorded, mail to:

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

A2005-0401.1

DEVELOPMENT INCENTIVE AGREEMENT

(Aspen Place at the Sawmill)
[Ordinance No. 2007-30]

THIS DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of June, 2007, by and between the **CITY OF FLAGSTAFF**, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona ("City"), and **BUTLER & LONE TREE, L.L.C.,** an Arizona limited liability company, with offices at 2415 East Camelback Road, Suite 900, Phoenix, Arizona 85016, and its permitted successors-in-interest as owners of the Property ("Landowner").

RECITALS

A. The City and Landowner entered into that Second Amended and Restated Development Agreement dated as of February 20, 2007 (the "Development Agreement"), with respect to the development of that real property consisting of approximately 26.31 acres of land and located at the intersection of Butler Avenue and Lone Tree in the City of Flagstaff, which real property is legally described in ***Exhibit "A"*** attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to the terms of the Development Agreement, the Landowner intends to plan the Property for development into a mixed-use development to be known as "Aspen Place at the Sawmill" (the "Project"), which development will consist of up to 155,000 square feet of retail uses and approximately 265 single-family residential and townhome dwelling units in accordance with the provisions of the Development Agreement, including, without limitation, City Ordinance No. 2006-13, as amended by City Ordinance 2006-31 and the "Aspen Park Revised Master Plan" described in the Development Agreement. In order for the Property to be developed for such purposes, the terms and conditions of the Development Agreement require the owner of the Property to construct and install certain improvements, consisting of streets, drainage retention facilities and public walkways, and including a raised landscaped median to be constructed within those portions of Butler Avenue adjacent to the Property (the "Public Infrastructure Improvements").

C. In order to finance the costs of construction of the Public Infrastructure Improvements, an improvement district (the "ID") has been formed pursuant to the provisions of A.R.S. §48-571, *et seq.*, which ID encompasses all of the Property, except for that approximately 1.74-acre parcel within the Property legally described in ***Exhibit "B"*** attached

hereto which is to be conveyed by Landowner to the City for community workforce housing and related commercial uses (the "Contribution Parcel"), pursuant to ***Section 5*** below. Special assessment bonds may be issued by the City to finance a portion of the costs of the construction and acquisition of the Public Infrastructure Improvements, which shall be repaid from assessments imposed on the real property included within the ID.

D. In order to reimburse the Landowner for a portion of the additional financial burdens of the development of the Property under the Development Agreement and this Agreement, to convey the Contribution Parcel to the City, to pay for construction of Public Infrastructure Improvements, and the additional costs and expenses that were incurred or will be incurred by the Landowner to remediate the soil conditions that affected, and currently affect, the Property, the City has agreed to rebate to the Landowner a portion of the transaction privilege taxes generated from the Property.

E. The City believes that the development of the Property is appropriate, and that such development will generate substantial transaction privilege tax revenues for the City, which revenues would not be generated without such development. The City has also determined that the contemplated development of the Property will generate substantial nonmonetary benefits for the City and its citizenry, including, without limitation, the invigorazation of an underutilized portion of the City, the redevelopment of a former industrial site, the creation of new jobs, the reconfiguration and improvement of inadequate public infrastructure, the development of new residential dwelling units, and otherwise promoting growth and commercial vitality within the City.

F. The parties acknowledge that this Agreement is subject and subordinate to the terms and conditions of the Development Agreement in all respects, and that nothing contained in this Agreement shall be deemed to modify or amend any of the terms, covenants, conditions or provisions set forth in the Development Agreement, which shall continue to govern and control the rights, duties and obligations of the parties thereto as set forth therein.

G. The parties acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of Arizona Revised Statutes §9-500.05, and that, accordingly, it shall be recorded against the interest of Landowner in the Property in the Office of the Coconino County Recorder to give notice to all persons of its existence and of the parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the parties and all their successors in interest and assigns.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, and for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated in this Agreement by this reference.

2. **Performance of Obligations Under Development Agreement; Development of Project.** The rights of the Landowner to receive the benefits of this Agreement shall be conditioned upon and subject to performance by the Landowner or its permitted successors(s) in interest

as owners of the Property of all of its duties and obligations under the Development Agreement. In connection therewith, the Landowner hereby acknowledges, covenants and agrees that it shall develop the Project in accordance with the Development Agreement and that the right of the Landowner, or a subsequent owner of the Property that qualifies as a "Qualified Successor" (as described in ***Section 4(ii)*** below), to receive the Sales Tax Rebates described in ***Section 4*** below is expressly conditioned upon the development of the Project as described in the Development Agreement and required by City Ordinance No. 2006-13, as amended by City Ordinance No. 2006-31, and in accordance with the Aspen Park Revised Master Plan, as may be further refined in one or more preliminary site plans and final site plans to be submitted by the Landowner to the City for review and approval in accordance with the City's normal and customary review process.

3. **Improvement District; Assessments; Letter of Credit.**

3.1. Issuance of ID Bonds; Developer's Obligation for Funded Construction Shortfall. Special assessment bonds ("ID Bonds") may be issued by the City in a maximum amount not to exceed $20,000,000.00 for the purpose of generating proceeds to pay for a portion of the costs of the construction of the Public Infrastructure Improvements. The Landowner hereby acknowledges that the maximum amount of the ID Bonds which may be issued by the City, after paying for incidental expenses and providing for capitalized interest, will not produce sufficient proceeds to pay for 100% of the costs and expenses of the Public Infrastructure Improvements and that all additional costs and expenses shall be the Landowner's sole responsibility, notwithstanding that the City will enter into the construction contract for the Public Infrastructure Improvements. In connection therewith and, contemporaneously with the original issuance and delivery of the ID Bonds, if issued, the Landowner shall remit to the City, to be held by the City in a special fund pursuant to A.R.S. §48-597(G) together with the proceeds available from the issuance of the ID Bonds (the "Available Bond Proceeds"), immediately available funds in an amount equal to the difference between (a) the Available Bond Proceeds, and (b) the amount of the costs of construction of the Public Infrastructure Improvements, incidental expenses of the ID and capitalized interest for the ID Bonds as assessed in connection with the issuance of the ID Bonds (the "Funded Construction Shortfall"). The City shall use the Funded Construction Shortfall solely for payment of the costs and expenses of the Public Infrastructure Improvements and prior to using the Available Bond Proceeds therefor. The City shall provide to the Landowner copies of all progress payment requests received by the City from the contractor that is awarded the construction contract for the Public Infrastructure Improvements. In the event that the final costs and expenses of the Public Infrastructure Improvements exceeds the amount of the Available Bond Proceeds and the Funded Construction Shortfall, whether as a result of change orders or otherwise, the Landowner shall be responsible for payment of all such additional costs and expenses, which amounts shall be paid by Developer to the City within thirty (30) days after the Landowner's receipt of a written invoice or statement therefor from the City, together with reasonable evidence of the incurrence of such additional costs and expenses. The City shall provide to the Landowner copies of any change order requests submitted by the contractor under the construction contract for the Public Infrastructure Improvements, and if any such

change order would require the Landowner to pay costs and expenses in excess of the Funded Construction Shortfall, then the Landowner shall have the right to approve such change order prior to the City's execution thereof, which approval shall not be unreasonably withheld, and which shall be deemed given if the Landowner does not object to such change order within ten (10) days after Landowner's receipt thereof. If the Landowner reasonably objects to any such change order request, then prior to executing such change order, the City shall meet with the Landowner and the contractor in an effort to resolve the Landowner's issues and concerns with respect to such change order; provided, however, that the City shall be the ultimate arbiter of whether or not any such change order submitted by the contractor is appropriate and should be approved for the proper and complete construction of the Public Infrastructure Improvements; and, provided further, that without the prior written consent of the Landowner, the City shall not authorize any change to the construction specifications for the Public Infrastructure Improvements that would effect a material change in the scope or nature of the Public Infrastructure Improvements.

3.2. Assessments Against Property. The Landowner acknowledges and agrees that the obligation for payment of the ID Bonds shall be secured by all of the Property (except for the Contribution Parcel), which shall be subject to the payment of assessments and, in connection therewith, the Landowner shall execute and deliver all such documentation which may be necessary to cause such assessments to be imposed against such portions of the Property as contemplated herein, including, without limitation, an Improvement District Development and Waiver Agreement in form and substance mutually acceptable to the City and Landowner.

3.3. ID Letter of Credit. Contemporaneously with the original issuance and delivery of the ID Bonds, the Landowner shall deliver to the City either of the following: (a) an unconditional, irrevocable, standby letter of credit (the "ID LOC"), in form and substance acceptable to the City, and issued to the City as the sole beneficiary thereof by an FDIC-insured financial institution or other financial institution acceptable to the City and maintaining a Moody's Investor Services rating of at least "Baa" (the "Minimum Rating Requirement"), in an amount equal to ten percent (10%) of the original principal amount of the ID Bonds, or (b) an unconditional and irrevocable written commitment (the "LOC Commitment"), in form and substance acceptable to the City, and executed by an FDIC-insured financial institution or other financial institution acceptable to the City and satisfying the Minimum Rating Requirement, committing to issue an ID LOC to the City, in a form acceptable to the City and to be attached to the LOC Commitment, and in the amount set forth above. If the Developer provides an LOC Commitment instead of the ID LOC, then the following additional terms and conditions shall apply:

(i) The LOC Commitment shall provide that the City is an intended third-party beneficiary thereof, and shall provide that the City shall have the express right to enforce the obligations of the financial institution providing the LOC Commitment to issue the ID LOC as contemplated herein;

(ii) The fee to be charged by the financial institution that provides the LOC Commitment in connection with the issuance of the ID LOC shall either be prepaid by the Landowner to such financial institution, or deposited in cash with the City for use by the City in connection with the issuance of the ID LOC as and when required hereunder;

(iii) The LOC Commitment shall provide that the ID LOC shall be issued no later than thirty (30) days after the City provides notice to the Developer and the financial institution providing the LOC Commitment that all capitalized interest held by the City from the issuance of the ID Bonds will be exhausted within said 30-day period;

(iv) The City shall be provided with evidence satisfactory to the City, which may include a legal opinion issued by legal counsel acceptable to the City, that the obligations of the financial institution issuing the LOC Commitment shall not be affected by any default by the Landowner under any loan agreements or other contracts or agreements entered into between such institution and the Landowner, including, without limitation, the bankruptcy of Landowner; and

(v) If, for any reason, the financial institution providing the LOC Commitment fails to issue the ID LOC in the form and amount required pursuant hereto or the Landowner does not provide the City with immediately available funds in an amount equal to ten percent (10%) of the original principal amount of the ID Bonds within the 30-day period described in ***clause (iii)*** above, then in addition to all other rights and remedies available to the City against the financial institution providing the LOC Commitment for the failure of such party to honor the LOC Commitment, the Landowner's right to receive the Sales Tax Rebates hereinafter described in ***Section 4*** below shall be suspended until such time as the ID LOC has been issued in the form and amount required pursuant to the terms of the LOC Commitment, or the Landowner provides the City with immediately available funds in an amount equal to ten percent (10%) of the original principal amount of the ID Bonds.

3.4. Requirements of and Rights of City with Respect to Letter of Credit. The ID LOC provided by Landowner shall conform to the following requirements, and the City shall have the following rights with respect thereto:

3.4.1. The issuer of the ID LOC shall satisfy the Minimum Rating Requirement, and the Landowner shall be responsible for all costs and expenses incurred in connection with the issuance of the ID LOC, as well as all renewal fees.

3.4.2. The ID LOC shall be automatically renewable for additional consecutive one (1) year periods until construction of all retail components of the Project has been completed and eighty percent (80%) of the retail space within the Project has been leased to tenants, and such tenants are open and operating the entirety of their leased premises for business to the public in accordance with industry standards.

3.4.3. The ID LOC must require the issuer thereof to notify the City in writing at least sixty (60) days in advance of any nonrenewal of the ID LOC.

3.4.4. The City shall have the right to draw the entire amount of the ID LOC upon the occurrence of any one of the following events if and to the extent applicable:

(a) The receipt by the City of notice from the issuer of the ID LOC that the ID LOC will not be renewed, and the City has not received, (a) at least thirty (30) days prior to the expiration of such ID LOC, a replacement ID LOC identical in all material respects to the ID LOC that is expiring and issued by an FDIC-insured bank or other financial institution reasonably acceptable to the City and satisfying the Minimum Rating Requirement, together with (i) evidence of the rating of the issuer thereof, and (ii) an opinion of counsel reasonably satisfactory to the City with respect to the validity and enforceability of the replacement ID LOC, which shall include an opinion to the effect that such replacement ID LOC will not cause interest on the ID Bonds to become includable in gross income for federal income tax purposes or (b) at least five (5) days prior to the expiration of the ID Letter of Credit, immediately available funds in amount equal to ten percent (10%) of the original principal amount of the ID Bonds to be held and applied by the City for the purpose of paying any assessments payable by the Landowner in connection with the ID Bonds which are not paid as and when due.

(b) Landowner's nonpayment, when due, of any amount required to be paid with respect to the assessments payable by the Landowner at the time the assessment is due in connection with the ID Bonds. If the City draws upon the ID LOC for the purpose of paying any assessments payable by the Landowner with respect to the ID Bonds, then, unless the Landowner has satisfied the requirements set forth in ***Section 3.4.2*** above, the Landowner shall provide to the City a replacement ID LOC, or in the alternative a cash deposit, in an amount equal to ten percent (10%) of the original principal amount of the ID Bonds, not later than thirty (30) days after the City provides written notice to the Landowner that the proceeds received by the City's draw on the ID LOC for payment of such assessments will be exhausted within said 30-day period.

(c) A reduction in the rating applicable to the issuer of the ID LOC below the Minimum Rating Requirement without the City having received within sixty (60) days after such reduction either (i) a replacement ID LOC identical in all material respects to the ID LOC originally provided by Landowner and issued by an FDIC-insured bank or other financial institution acceptable to the City and satisfying the Minimum Rating Requirement, or (ii) immediately available funds in an amount equal to ten percent (10%) of the original principal amount of the ID

Bonds. Concurrently with the delivery of a replacement ID LOC to the City, the Landowner shall provide the City with (A) evidence of the rating of the issuer thereof, and (B) an opinion of counsel reasonably satisfactory to the City with respect to the validity and enforceability of the replacement ID LOC, which shall include an opinion to the effect that such replacement ID LOC will not cause interest on the ID Bonds to become includable in gross income for federal income tax purposes.

4. **Sales Tax Rebate.** Subject to the terms, conditions and limitations set forth in this Agreement, the City hereby acknowledges and agrees that it shall rebate to the Landowner fifty percent (50%) of all unrestricted transaction privilege ("sales") taxes imposed by the City (currently in the amount of 1.266%) and generated from all taxable activity within the Property (herein, the "Sales Tax Rebate") until the first to occur of the following dates or events:

(a) The Landowner has received aggregate Sales Tax Rebates in an amount equal to $9,000,000.00; or

(b) The tenth (10th) anniversary of the date of this Agreement if development of the Project has not been substantially completed as of the tenth (10th) anniversary of the date of this Agreement (substantial completion meaning that at least eighty percent (80%) of the retail improvements contemplated to be developed pursuant to the Aspen Park Revised Master Plan as described in the Development Agreement have been completed and the City has issued a final certificate of occupancy for the retail portion of the Project); or

(c) The twentieth (20th) anniversary of the date of this Agreement.

The Landowner hereby acknowledges that the transaction privilege taxes which are subject to the Sales Tax Rebate shall be limited to the "unrestricted" transaction privilege taxes which may be imposed by the City, which excludes the following restricted components of the "transportation" sales tax of the City:

"Transit Improvements" (0.175%); and

"Fourth Street Improvements" (0.16%).

In addition, the transaction privilege taxes imposed by the City and subject to the Sales Tax Rebate shall not include any additional restricted transaction privilege taxes which may be imposed by the City after the date of this Agreement.

The Sales Tax Rebate payable to Landowner shall be calculated and paid to the Landowner on a semiannual basis during the term of this Agreement, commencing with that date that is six (6) full calendar months following the end of the month when construction starts within the Property; provided, however, that as a condition precedent to the receipt of each semiannual installment of Sales Tax Rebate, semiannual assessments payable with respect to the ID Bonds shall have been paid in full, which semiannual assessment must be paid in its entirety regardless of whether or not any Sales Tax Rebate is then payable to Landowner under this Agreement and regardless of the amount of such Sales Tax Rebate. In the event

that any such semiannual assessment is not paid in full when due, then, in addition to all other rights and remedies available to the City under this Agreement or otherwise, including, without limitation, the right of the City to draw upon the ID LOC to be provided by Landowner to the City pursuant to ***Section 3.3*** above, the City shall retain the Sales Tax Rebate applicable to such semiannual period and shall not be obligated to remit such Sales Tax Rebate to the Landowner until such time as the applicable semiannual assessment has been paid in full; at that time the amount withheld must be remitted to the Landowner. Nothing in this Agreement shall be construed as requiring the City to remit any Sales Tax Rebate to the Landowner until such time as transaction privilege tax revenues are actually generated and received by the City from taxable activities occurring within the Property.

Notwithstanding anything contained in the foregoing or elsewhere in this Agreement to the contrary, the Sales Tax Rebate payable to Landowner shall be subject to the following conditions and limitations:

(i) Sales Taxes Realized from Relocated Businesses. In the event that any commercial business currently operating within the City and paying transaction privilege taxes to the City is relocated from its existing location to the Property, then the Sales Tax Rebate applicable with respect to the transaction privilege taxes payable by such relocated business shall be limited to fifty percent (50%) of the **increase**, if any, in the unrestricted transaction privilege taxes paid by such relocated business from its operations within the Property as compared to its current location within the City. In order to determine whether or not any such relocated business is paying more transaction privilege taxes from its operations within the Property than from its current location within the City, the monthly average transaction privilege taxes paid by such relocated business (based upon its last twenty-four (24) calendar months of operation in its current location) shall be used (such monthly average for each calendar month to be compared with the current calendar month shall hereinafter be referred to as the "Monthly Base Tax Amount"). During the term of this Agreement, the transaction privilege taxes paid by each relocated business from its operations within the Property shall be compared, for each calendar month, to its Monthly Base Tax Amount for purposes of determining whether or not such relocated business has paid more transaction privilege taxes for such calendar month from its operations within the Property as compared to its current location. For example, the average of the transaction privilege taxes paid for the last two Decembers the relocated business was in its former location within the City will be compared to the transaction privilege taxes paid during the current December.

(ii) Assignability. The Sales Tax Rebate provided by the City to the Landowner pursuant to this Agreement may not be assigned by the Landowner to any other party, including any successor owner of the Property or any portion thereof, without the City's approval of such successor owner (and the manager or operator of the portion of the Project being sold if the successor owner will not manage or operate the portion of the Project being sold), which approval shall not be unreasonably withheld. The Landowner shall provide the City notice as provided in ***Section 12.1*** of any such proposed assignment and the identity of the successor (and manager or operator, if applicable), together with information regarding the successor, including such successor's experience in developing, leasing, operating and maintaining mixed-use

commercial and residential projects. If the City does not notify the Landowner within thirty (30) days after the City's receipt of notice of any such assignment that the successor and manager is not approved, then the successor and manager shall be deemed approved. Any successor (and manager or operator) approved or deemed approved by the City shall herein be referred to as a "Qualified Successor." If the right of the Landowner to receive the Sales Tax Rebate will not be assigned by the Landowner to a successor-in-interest, the City's approval of the Landowner's successor (and manager or operator) shall not be required; provided, however, that until such time as eighty percent (80%) of the retail space within the Project is leased to tenants and such tenants are open and operating their premises for business to the public, no conveyance or transfer of the Landowner's fee simple title in and to the Project or any portion thereof, other than conveyances or transfers of the residential portion(s) of the Project and retail pads to end-users, shall be permitted without the City's prior approval of the Landowner's successor (and manager or operator).

(iii) Effect of Expiration of Transaction Privilege Tax. Landowner hereby acknowledges that the unrestricted transaction privilege taxes currently imposed by the City will automatically expire on November 4, 2014 (except that the "safe-to-school improvements" and "street improvements" components of the transportation sales tax of the City expire on June 30, 2020), unless such unrestricted transaction privilege taxes are reauthorized pursuant to a public election held prior to their applicable termination date. In the event that any such unrestricted transaction privilege taxes are not reauthorized, then the Landowner's right to receive the Sales Tax Rebate to the extent based on any such unrestricted transaction privilege taxes which have expired shall automatically terminate on the applicable termination date; provided, however, that the Landowner shall be entitled to receive any Sales Tax Rebates which have accrued but not yet been paid to Landowner with respect to all taxable activities occurring within the Property prior to such termination date and, provided further, if any unrestricted privilege taxes not reauthorized are subsequently reauthorized and imposed by the City the Landowner shall again be entitled to receive the Sales Tax Rebate for that tax.

5. **Conveyance of Contribution Parcel.** As a material part of the consideration to the City for the agreement of the City to form the ID and to provide the Sales Tax Rebates to Landowner as provided in this Agreement, and as a condition to the Landowner's right to receive the Sales Tax Rebates as provided herein, Landowner hereby acknowledges and agrees that it shall convey fee simple title to the Contribution Parcel to the City, by special warranty deed, free and clear of all liens and encumbrances. Such conveyance shall occur not later than that date that is the first to occur of (a) the commencement of construction of any Public Infrastructure Improvements, or (b) that date that is six (6) months after the date of this Agreement. Except to the extent that the Landowner shall convey fee simple title to the Contribution Parcel to the City free and clear of all liens and encumbrances, the City hereby agrees that it shall accept the Contribution Parcel in its existing "as is," "where is" condition without representation or warranty from the Landowner.

6. **Infrastructure Plans.** As a material part of the consideration to the City under this Agreement, Landowner shall assign to the City, on a nonexclusive basis, the infrastructure plans and specifications prepared for the Landowner by Carter Burgess for the Public

Infrastructure Improvements described in the Development Agreement; provided, however, that such assignment shall be subject to the payment to the Landowner of its costs and expenses incurred in connection with the preparation of such plans and specifications from the proceeds of the ID Bonds, not to exceed $500,000.00. Upon receipt of such payment, the Landowner shall assign to the City all of its right, title and interest in and to such plans and specifications, and shall provide an acknowledgment executed by Carter Burgess to the effect that the City shall be entitled to rely thereon in all respects, and shall be the beneficiary of all representations, warranties, guaranties, indemnities and other agreements made by Carter Burgess with respect thereto.

7. **Ongoing Maintenance of Improvements Constructed Within Public Right-of-Way**. The Landowner hereby acknowledges and agrees that if the Landowner desires to construct any improvements within, or which may encroach into, any public rights-of-way within the Project (such as signage, awnings, overhangs, colonnades, outdoor seating areas and the like), then the Landowner shall be required to obtain appropriate encroachment permits and easements from the City, the issuance of which shall be subject to such reasonable conditions as may be imposed by the City in order to protect and preserve all public improvements constructed within such public rights-of-way. In addition, and as shall be more specifically set forth in any such encroachment permit and/or easement, the Landowner shall be responsible, at its sole cost and expense, for all maintenance, repair and replacement of all such improvements constructed within, or which encroach into, all public rights-of-way within the Project, and shall indemnify, defend and hold harmless the City and its council members, employees, agents and contractors, for, from and against any and all losses, costs, damages, injuries and liabilities arising directly or indirectly from the use of such rights-of-way by the Landowner for any purposes permitted by such encroachment permit and/or easement.

8. **Mutual Benefits**. The City and Landowner agree that in making the promises contained in this Agreement certain benefits and advantages will accrue to both parties as a result of the performance of this Agreement and that, therefore, this Agreement is being entered into in reliance upon the mutual benefits afforded each of the parties.

9. **Dispute Resolution**

9.1. Dispute Resolution. 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. The Landowner and the City agree that ***Section 9*** is a dispute resolution process as described in Ariz. Rev. Stat. Ann. §12-821.01.C.

9.2. Mediation Procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties.

9.2.1. Commencement of Mediation. Either party may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other party or parties a written notice (the "Mediation Notice") calling on the other party or parties to proceed to mediation. The party or parties who have received a Mediation Notice shall contact the party calling for mediation seven (7) days from receipt of the Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

9.2.2. Mediator Selection. Unless the parties agree otherwise, the parties shall select the mediator(s) from the roster of attorney mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. If the parties are unable to agree upon a mediator within fourteen (14) days of the confirmation of receipt of Mediation Notice, each party shall independently inform the Director of the Alternative Dispute Resolution Program of the Coconino County Superior Court (the "Director") of three attorney mediators from that roster that are acceptable to the party, and further, inform the Director of any preference as to matters such as whether co-mediation is preferable, mediation style, subject matter expertise, or other factors pertinent to the case. The Director shall then select one or more attorney mediators from the parties' lists or such other attorney mediator(s) from the above noted roster as the Director may deem, in the Director's sole discretion, appropriate under the circumstances.

9.2.3. Fees and Costs. Each party agrees to bear its own fees and costs in mediation. The parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The parties shall share equally the mediators' fees and mediation expenses.

9.2.4. Subsequent or Contemporaneous Contracts. The parties shall include this provision in all subsequent or contemporaneous contracts relative to this matter, absent specific written agreement of the parties otherwise.

9.3. Participation in Mediation. The parties agree to encourage participation in mediation by all relevant parties. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

9.4. Waiver. This section does not constitute a waiver of the parties' rights 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.

9.5. Litigation and Attorneys' Fees. Except as otherwise agreed by the parties or required by law, 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 or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

10. **Applicable Law.** The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

11. **Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting party.

12. **Notices, Demands and Communications Between Parties.**

    12.1. All notices, demands or other writings in this Agreement provided to be given, made or sent by any party to other parties will be deemed to have been fully given, made or sent when made in writing and personally delivered or deposited in the United States mail postpaid registered or certified and addressed as follows:

If to the City:	If to Landowner:
City Manager City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001	Butler & Lone Tree, L.L.C. 2415 East Camelback Road, Suite 900 Phoenix, Arizona 85016 Attention: Donald L. Meyers

    12.2. The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as provided above.

13. **Conflicts of Interest.** No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511 to the extent provided therein.

14. **Warranty Against Payment of Consideration for Agreement.** Landowner warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

15. **Nonliability of Officials, Partners and Employees.** No member, official or employee of the City will be personally liable to Landowner, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Landowner or successor, or on any obligation under the terms of this Agreement.

16. **No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

17. **Severability**. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

18. **Captions**. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

19. **Entire Agreement, Waivers and Amendments**.

    19.1. Entire Agreement. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof.

    19.2. Integration. This Agreement integrates all of the terms and conditions mentioned in or incidental to this Agreement, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter of this Agreement.

    19.3. Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or Landowner, and all amendments must be in writing and signed by the appropriate authorities of the parties.

20. **No Agency Created**. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Landowner. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party, and no other person, firm, organization or corporation may have any right or cause of action under this Agreement.

21. **Additional Documents**. City and Landowner each agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement.

22. **Default**. In the event of default under any provision of this Agreement, the nondefaulting party shall have all remedies available to it at law or in equity, subject to the provisions of ***Section 9*** of this Agreement.

23. **Governing Statutes**. References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

24. **Equal Employment Opportunity**.

    24.1. In connection with its performance under this Agreement, Landowner shall not discriminate against any worker, employee or applicant, or any member of the public,

because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. Landowner will also take affirmative action to ensure that applicants are employed, and employees dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action may include but is not limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship as well as all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

24.2. Landowner further agrees that this clause will be incorporated in all subcontracts of this Agreement not yet entered into by Landowner in furtherance of this Agreement.

25. **Changes in Ownership, Management and Control of Landowner**. Landowner represents and agrees that its undertakings pursuant to this Agreement are, and will be, for the purpose of development of the Property and not for speculation in landholding. No voluntary or involuntary successor in interest to may acquire any rights under this Agreement except as expressly set forth in this Agreement.

26. **Duration of Agreement.** The term of this Agreement will commence on the date first set forth above and, subject to all other terms and conditions of this Agreement, will terminate in accordance with the provisions set forth in ***Section 4*** above.

27. **Compliance with All Laws**. Landowner will comply with all applicable Federal, State, County and City laws, regulations and policies.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Development Incentive Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations contained in this Agreement on the day and year first written above.

Attest:

Margie Brown
City Clerk

CITY OF FLAGSTAFF, an Arizona municipal corporation

By Joseph C. Donaldson
Joseph C. Donaldson, Mayor

Approved as to form:

Dana H. Kjellgren for
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

On this 15th day of June, 2007, before me, the undersigned officer, personally appeared Joseph C. Donaldson, who acknowledged himself to be the Mayor of the CITY OF FLAGSTAFF, an Arizona municipal corporation:

X 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 his _____,

and 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:

Laura Matthews
Notary Public

OFFICIAL SEAL
LAURA MATTHEWS
NOTARY PUBLIC-ARIZONA
COCONINO COUNTY
My Comm. Expires April 24, 2008

BUTLER & LONE TREE, L.L.C., an Arizona limited liability company

By: ASPEN ENTERPRISES, LLC, an Arizona limited liability company, its Managing Member

By: D.L. MEYERS, INC., an Arizona corporation, its Manager

By _____
Donald L. Meyers, President

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

On this 13th day of June, 2007, before me, the undersigned officer, personally appeared Donald L. Meyers, who acknowledged himself to be the President of D.L. MEYERS, INC., an Arizona corporation, the Manager of ASPEN ENTERPRISES, LLC, an Arizona limited liability company, the Managing Member of BUTLER & LONE TREE, L.L.C., an Arizona limited liability company:

X 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 his _____,

and 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:

VIRGINIA K. LAMOREAUX
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
January 29, 2009

Virginia K. Lamoreaux
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY
IN THE IMPROVEMENT DISTRICT

A portion of the Northwest quarter of Sections 22, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona further described as follows:

BEGINNING at the intersection of the centerlines of Butler Avenue and Elden Street;

Thence southerly along the centerline of Elden Street to a point on the westerly prolongation of the southerly right of way line of Butler Avenue;

Thence easterly along the westerly prolongation of the southerly right of way line of said Butler Avenue and the southerly right of way line of said Butler Avenue to the northeast corner of Coconino County Assessor Parcel No. 104-01-013A;

Thence southerly along the easterly line of said Parcel No. 104-01-013A to the southeast corner of said Parcel;

Thence westerly along the southerly line of said Parcel No. 104-01-013A and the westerly prolongation thereof to a point on the centerline of said Elden Street:

Thence southerly along the centerline of said Elden Street and the centerline of Lone Tree Road to the point of intersection of the westerly prolongation of the southerly right of way line of Sawmill Road;

Thence easterly along the westerly prolongation of the southerly right of way line of Sawmill Road and the southerly right of way line of said Sawmill Road to a point lying southerly of the intersection of Sawmill Road and Granite Lane (now Savile Lane);

Thence continuing along the southerly right of way line of said Sawmill Road along a curve to the northeast said line being the southeasterly right of way line of said Sawmill Road and along the easterly right of way line of said Sawmill Road to a point on the southerly right of way line of said Butler Avenue;

Thence continuing northerly along the northerly prolongation of the easterly right of way line of said Sawmill Road to a point on the northerly right of way line of said Butler Avenue;

Thence westerly along the northerly right of way line of said Butler Avenue and the westerly prolongation across any street or alley to a point on the centerline said Elden Street;

Thence southerly along the said centerline of said Elden Street to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM any portion dedicated as public right of ways.

EXHIBIT "B"

DESCRIPTION OF PROPOSED IMPROVEMENTS

The Improvements will include the furnishing of all labor, materials, transportation, services and equipment necessary to grade the site and construct asphaltic concrete pavement, concrete curbs, gutters, ribbon curbs, median improvements, driveways, sidewalks, sidewalk ramps, valley gutters and aprons, alley entrances, trail improvements, storm drain facilities, water facilities, reclaimed water facilities, sanitary sewer facilities, landscaping and irrigation improvements, signing and striping improvements, dry utility improvements, and street lighting and traffic signals together with all necessary adjuncts and appurtenances with respect to the following streets:

- Elden Street from Butler Avenue to Lone Tree Road
- Lone Tree Road from Butler Avenue to Sawmill Road
- Butler Avenue from Elden Street to Sawmill Road
- Sawmill Road from Butler Avenue to Lone Tree Road
- Churchill Drive from Lone Tree Road to Windsor Lane
- Kensington Drive from Buckingham Lane to Savile Lane
- Alley from Buckingham Lane to Windsor Lane between Kensington Drive and Franklin Avenue
- Buckingham Lane from Kensington Drive to Sawmill Road
- Alley from Buckingham Lane to Windsor Lane between Kensington Drive and Franklin Avenue
- Franklin Avenue from Lone Tree Road to Windsor Lane
- Alley from Buckingham Lane to Windsor Lane between Franklin Avenue and Jackson Drive
- Jackson Drive from Buckingham Lane to Savile Lane
- Alley between Buckingham Lane to Savile Lane between Jackson Drive and Sawmill Road
- Windsor Lane from Butler Avenue to Sawmill Road
- Carridge Lane from Jackson Drive to Sawmill Road
- Savile Lane from Kensington Drive to Sawmill Road
- Regent Street between Butler Avenue and Piccadilly Drive
- Cambridge Lane between Butler Avenue and Barrow Avenue
- Piccadilly Drive between Windsor Lane and Cambridge Lane
- Kensington Drive between Cambridge Lane and Sawmill Road
- Alley between Cambridge Lane and Sawmill Road between Kensington Drive and Barrow Avenue
- Barrow Avenue between Savile Lane and Sawmill Road

A-2005-0401.1

CONSENT

The City of Flagstaff, an Arizona municipal corporation (the "City"), hereby consents to the Assignment of the rights of Aspen Place North, L.L.C. ("Borrower") to National Bank of Arizona ("Lender") to certain financial incentives arising under that Development Incentive Agreement dated as of June 1, 2007, between Butler & Lone Tree, L.L.C. and the City of Flagstaff (the "Development Incentive Agreement"), and subsequently assigned to Borrower. The City agrees to perform its obligations under the Development Incentive Agreement to and for the benefit of Lender in the event Lender succeeds to the interest of Borrower under the Development Incentive Agreement.

In the event Lender shall ever become the owner of the rights and interests of Borrower in and to the real property owned by Borrower and subject to the Development Incentive Agreement (the "Property") and the Development Incentive Agreement by reason of judicial foreclosure, nonjudicial trustee's sale or other proceedings brought by Lender to enforce its rights under the Loan Documents, or through any other means or manner in connection with the Loan, then so long as Lender engages a manager or operator of the Property approved by the City for the purpose of managing and operating the Property while it is owned by the Lender, Lender shall be deemed to be a Qualified Successor under the Development Incentive Agreement shall be entitled and subject to all rights, benefits, privileges, and obligations of Borrower under the Development Incentive Agreement to the same extent as Borrower is then entitled and obligated, so long as Lender cures any existing uncured defaults by Borrower thereunder; and the City shall be bound to Lender under all of the terms, covenants and conditions of the Development Incentive Agreement, all without the need to execute any further instruments on the part of the City, Borrower or Lender to make such succession and assignment effective and binding upon the City. Notwithstanding anything contained herein, if Lender acquires title to the Property, Lender will not transfer any of the Property without the City's prior approval of the successor owner as provided in the Development Incentive Agreement.

Dated: June 29, 2007

Attest:

Marjorie Brown
City Clerk

CITY OF FLAGSTAFF, an Arizona municipal corporation

By Joseph C. Donaldson
Joseph C. Donaldson, Mayor

Approved as to form:

Patricia J. Boomsma
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

On this 29 day of June, 2007, before me, the undersigned officer, personally appeared Joseph C. Donaldson, who acknowledged himself to be the Mayor of the CITY OF FLAGSTAFF, an Arizona municipal corporation:

X 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 his _____, _____

and 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:

Laura Matthews
Notary Public

OFFICIAL SEAL
LAURA MATTHEWS
NOTARY PUBLIC-ARIZONA
COCONINO COUNTY
My Comm. Expires April 24, 2008

When recorded mail to:

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

FIRST AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT
(Aspen Place at the Sawmill)

This FIRST AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT ("First Amendment") is made and entered into effective as of the 22 day of February, 2010 (to be effective as of the date set forth in ***paragraph 11*** below), by and between ASPEN PLACE NORTH, L.L.C., an Arizona limited liability company ("Aspen North"), and ASPEN PLACE SOUTH, L.L.C., an Arizona limited liability company ("Aspen South") (Aspen North and Aspen South are hereinafter collectively referred to as "Landowner"), and the CITY OF FLAGSTAFF, an Arizona municipal corporation ("City").

RECITALS

A. The City and Landowner's predecessor-in-interest, Butler & Lone Tree, L.L.C., an Arizona limited liability company, entered into (i) that Development Incentive Agreement (Aspen Place at the Sawmill) dated as of June 1, 2007, and recorded on June 20, 2007 at Instrument No. 3444059, Official Records of Coconino County, Arizona (the "Development Incentive Agreement"), and (ii) that Improvement District Development and Waiver Agreement dated as of June 1, 2007, and recorded on June 21, 2007 at Instrument No. 3444565, Official Records of Coconino County, Arizona (the "Waiver Agreement").

B. Pursuant to the terms and conditions of the Development Incentive Agreement and the Waiver Agreement, among other things, the Landowner agreed that the Property (except for the Contribution Parcel described in the Development Incentive Agreement) would be subject to the payment of assessments to repay special assessment bonds issued by the City pursuant to the terms of the Waiver Agreement (the "ID Bonds") in connection with the payment of a portion of the cost of construction of certain Public Infrastructure Improvements described in the Development Incentive Agreement.

C. As part of the Landowner's obligations under the Development Incentive Agreement, and as additional security for the payment of the assessments required to be paid in connection with the ID Bonds (the "ID Bond Assessments"), the Landowner provided to the City a standby letter of credit (the "ID LOC") in an amount equal to ten percent (10%) of the original principal amount of the ID Bonds. Under the terms of the Development Incentive Agreement, if the City draws on the ID LOC to pay any ID Bond Assessments otherwise payable with respect to the Property, the Landowner is required to provide a replacement ID LOC within thirty (30) days after receipt of notice from the City that the

proceeds received by the City's draw on the ID LOC for payment of ID Bond Assessments will be exhausted within said thirty (30) day period.

D. The City drew the entire amount of the ID LOC for payment of the ID Bond Assessments which were due and payable with respect to the Property on December 1, 2009. From the proceeds of such draw, the City has paid the ID Bond Assessments which were required to be paid on December 1, 2009 and is holding the balance of such proceeds for application against subsequent ID Bond Assessments payable with respect to the Property.

E. As a further part of the Landowner's obligations under the Development Incentive Agreement, the Landowner agreed that in the event that the cost of construction of the Public Infrastructure Improvements described in the Development Incentive Agreement exceeded the Available Bond Proceeds and the Funded Construction Shortfall (as described in the Development Incentive Agreement), the Landowner would pay the additional cost of construction thereof. The cost of construction of the Public Infrastructure Improvements exceeded the Available Bond Proceeds and the Funded Construction Shortfall by an amount equal to Five Hundred Three Thousand Four Hundred Sixty and No/100 Dollars ($503,460.00) (the "Construction Cost Shortfall"). The City and Landowner acknowledge that the Public Infrastructure Improvements have been completed and the Construction Cost Shortfall is the sole remaining obligation of the Landowner with respect to the costs thereof.

F. Following the Landowner's failure to pay the Construction Cost Shortfall as and when required pursuant to the terms and conditions of the Development Incentive Agreement, and in order to provide an opportunity to the Landowner to restructure the financial and ownership structure of the Property, the City and Landowner entered into that Forbearance Agreement dated as of January 19, 2010 (the "Forbearance Agreement"). As part of the agreements made by the City and Landowner pursuant to the Forbearance Agreement, the City and Landowner agreed to make certain modifications and amendments to the terms and conditions of the Development Incentive Agreement.

G. Pursuant to the terms of the Forbearance Agreement, the City and Landowner have agreed to modify and amend certain terms and conditions of the Development Incentive Agreement in order to, among other things, (i) provide for an alternative form of security for payment of the ID Bond Assessments which will become due and payable after the date hereof, (ii) recognize the effect of the reallocation of the ID Bond Assessments among certain parcels within the Property, (iii) clarify certain provisions of the Development Incentive Agreement with respect to the Sales Tax Rebate, (iv) authorize the City to use a portion of the proceeds of its draw on the ID LOC to pay the Construction Cost Shortfall, and (v) incorporate terms and conditions upon which Aspen South may convey fee simple title to certain portions of the Property hereinafter described to the City or to one or more third parties approved by the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby modify and amend the Development Incentive Agreement as follows:

AGREEMENT

1. Definitions. All initial capitalized terms used in this First Amendment shall have the meanings ascribed thereto in the Development Incentive Agreement, unless otherwise specifically defined herein. All references in the Development Incentive Agreement to "this Agreement" shall, from and after the date hereof, be deemed to mean and refer to the Development Incentive Agreement as modified and amended by this First Amendment.

2. Reallocation of ID Bond Assessments. Notwithstanding anything contained in the Development Incentive Agreement to the contrary, including, without limitation, Section 3.2 thereof, the City and Landowner acknowledge that, pursuant to that Petition for Modification of Assessments dated as of February 16, 2010, the ID Bond Assessments against the parcels of the Property owned by Aspen North have been reallocated and are now assessed solely against two assessment parcels which are described in ***Exhibit "A"*** attached hereto and incorporated herein by this reference (hereinafter referred to as "Assessment Parcel 2.01" and "Assessment Parcel 7.01"). The City hereby acknowledges and agrees that, as a result of the fact that Assessment Parcel 2.01 constitutes multiple parcels of developable real property, in the event that Aspen North conveys fee simple title to any individual parcel within Assessment Parcel 2.01 to any party that is not related to Aspen North (within the meaning of Section 267(b) of the Internal Revenue Code), then the City shall take reasonable and appropriate steps to reallocate to the parcel being conveyed a portion of the ID Bond Assessments allocated to Assessment Parcel 2.01, and each newly-created assessment parcel shall be treated separately for all purposes under the Development Incentive Agreement.

3. Prepayment or Security for Payment of ID Bond Assessments. Notwithstanding anything contained in the Development Incentive Agreement to the contrary, including, without limitation, the provisions of Section 3.4.4(b), each Landowner shall, with respect to each parcel within the Property owned by such Landowner, provide the following to the City on or before June 1 of each calendar year that ID Bond Assessments remain owing with respect to such Landowner's parcel(s), as security for such Landowner's obligation to pay the ID Bond Assessments allocated to such Landowner's parcel(s):

(a) an ID LOC issued by an issuer satisfying the Minimum Rating Requirements and which ID LOC satisfies all other requirements of the Development Incentive Agreement, in an amount equal to the sum of the ID Bond Assessments allocated to such Landowner's parcel(s) and which will become due and payable on December 1 of such calendar year and on June 1 of the immediately subsequent calendar year; or

(b) prepay to the City, in cash, an amount equal to the sum of the ID Bond Assessments allocated to such Landowner's parcel(s) and which will become due and payable on December 1 of such calendar year and on June 1 of the immediately subsequent calendar year; or

(c) an alternative source of security for such Landowner's obligation for payment of the ID Bond Assessments allocated to such Landowner's parcel(s) and which will become due and payable on December 1 of such calendar year and on June 1 of the immediately subsequent calendar year, which alternative source of security is mutually acceptable to the City and such Landowner.

The failure of any Landowner to provide an ID LOC, prepay its ID Bond Assessments or provide an alternative source of security acceptable to the City on or before June 1 of each calendar year that any ID Bond Assessments remain owing with respect to such Landowner's parcel(s) shall be an immediate event of default by such Landowner under the Development Incentive Agreement and, in addition to all other rights and remedies which may be available to the City as a result of such default, the City shall have the right, by written notice to the defaulting Landowner, to terminate such Landowner's right to receive payment of any further Sales Tax Rebates with respect to those parcel(s) for which the Landowner failed to provide an ID LOC, prepay its ID Bond Assessments or provide an alternative source of security acceptable to the City, and such defaulting Landowner hereby agrees that the City shall have the immediate right to accelerate all ID Bond Assessments allocated to such Landowner's parcel(s) with respect to which such Landowner failed to provide an ID LOC, prepay its ID Bond Assessments or provide an alternative source of security acceptable to the City, and immediately commence to foreclose the assessment lien against such Landowner's parcel(s) pursuant to the provisions of A.R.S. §48-601, *et seq.*

Notwithstanding anything contained in the foregoing to the contrary, the City shall have the right to waive, in writing, the requirements of this ***paragraph 3*** with respect to any portion of the Property which is conveyed by Aspen South to the City and/or any third party approved by the City pursuant to the provisions of ***paragraph 5*** of this First Amendment.

4. Sales Tax Rebates. Section 4(ii) of the Development Incentive Agreement is hereby modified and amended to add the following provision thereto:

"Notwithstanding anything contained in this section or elsewhere in this Agreement to the contrary, the City hereby agrees that, for any conveyances or transfers of portions of the Project by any Landowner which occur prior to June 1, 2010, the successor to such Landowner shall be deemed to be a "Qualified Successor" if such successor is an entity in which a majority of the equity interests are owned or controlled by Donald L. Meyers, or is managed by an entity in which a majority of the equity interests are owned or controlled by Donald L. Meyers."

In addition, the following provisions are hereby added to the provisions of Section 4 of the Development Incentive Agreement as subparagraphs (iv), (v) and (vi) thereof:

"(iv) Condition to Receipt of Sales Tax Rebates. Each Landowner hereby acknowledges that its right to receive the Sales Tax Rebate with respect to any parcel of the Property owned by such Landowner shall be subject and conditioned upon such

Landowner having provided to the City with respect to such parcel(s), on or before June 1 of each calendar year that ID Bond Assessments remain owing with respect to the Landowner's parcel(s), an ID LOC, cash prepayment, or alternative source of security acceptable to the City pursuant to the requirements of paragraph 3 of the First Amendment.

(v) Limitation on Right to Receive Sales Tax Rebates. Each Landowner hereby acknowledges and agrees that its right to receive the Sales Tax Rebates is limited to those transaction privilege taxes generated by taxable activities which occur on the parcel or parcels owned by such Landowner and not from taxable activities which occur on any other parcel within the Property that is not owned by such Landowner, and that, at such time as the City has paid Sales Tax Rebates in an aggregate amount equal to $9,000,000.00 with respect to all parcels within the Property and regardless of which Landowner(s) received such Sales Tax Rebates, then no further Sales Tax Rebates shall be payable by the City to any Landowner.

(vi) Effect of Breach or Default by Unrelated Landowners. Notwithstanding anything contained in the Development Incentive Agreement to the contrary, each Landowner's right to receive the Sales Tax Rebates payable to such Landowner with respect to taxable activities occurring on such Landowner's parcel(s) shall not be affected by any breach or default of any terms or conditions hereunder by any other Landowner of a parcel or parcels within the Property, such that a default by one Landowner under the Development Incentive Agreement shall not affect the rights of any non-defaulting Landowner within the Property."

5. Conveyance of Title to Southern Parcels. Notwithstanding anything contained in the Development Incentive Agreement to the contrary, as a material part of the consideration to the City for its agreement to modify and amend the Development Incentive Agreement pursuant to the terms and conditions of this First Amendment, but subject to the last paragraph of this ***paragraph 5***, Aspen South hereby covenants and agrees that it shall convey fee simple title to any one or all of those parcels within the Property which are described in ***Exhibit "B"*** attached hereto and incorporated herein by this reference (collectively, the "Southern Parcels"), to the City and/or to one or more third parties approved in writing by the City (such approval shall not be unreasonably withheld), subject to the following terms and conditions:

(a) the Southern Parcels to be conveyed by Aspen South shall be identified in a written notice provided to Aspen South not later than June 30, 2010 by the City or by any third party first approved in writing by the City;

(b) such conveyance shall be made without cost or expense to the party acquiring title to any Southern Parcel whether such party is the City or a third party; provided, that the transferee shall either pay, or reimburse Aspen South, for incidental transactional costs and expenses, such as recording fees, escrow charges and title insurance premiums;

(c) such conveyance shall be made pursuant to a special warranty deed in form and substance acceptable to the City or such third party;

(d) each Southern Parcel shall be conveyed free and clear of all liens and encumbrances, except for real property taxes and ID Bond Assessments, the responsibility for which shall be assumed by the party acquiring title to such parcel.

Each Southern Parcel to be conveyed to the City and/or to any third party shall be conveyed within thirty (30) days after Aspen South's receipt of written notice in connection therewith, so long as such notice is received by Aspen South no later than June 30, 2010. The party acquiring title to any Southern Parcel shall have the right to review and approve a preliminary title commitment in connection with such Southern Parcel and, if the title commitment discloses any title matter which did not affect such parcel as of the date of this First Amendment, then the acquiring party shall have the right to object to such matter whereupon Aspen South shall cause such matter to be released of record against such parcel prior to the consummation of the conveyance thereof to the acquiring party.

The parties hereto acknowledge and agree that if, pursuant to the terms of the Forbearance Agreement, Aspen South, or any Purchaser (as described in the Forbearance Agreement), provided to the City (a) on or before February 17, 2010, a notice that it was electing to retain ownership of the Southern Parcels, and (b) on or before February 26, 2010, reasonable evidence satisfactory to the City of the funding by Aspen South or such Purchaser of the amount necessary to prepay the 12/1/10 Bond Assessment and the 6/1/11 Bond Assessment (as described in the Forbearance Agreement) payable with respect to all of the Southern Parcels, then Aspen South (or such Purchaser, as applicable) shall not be obligated to convey any of the Southern Parcels to the City and/or to one or more third parties approved by the City and this ***paragraph 5*** shall be deemed to be null and void and of no force or effect.

6. Use of Proceeds of ID LOC. The parties hereto hereby acknowledge and agree that, notwithstanding anything to the contrary in the Development Incentive Agreement, the remaining proceeds of the City's draw on the ID LOC shall be used by the City for the following purposes in the following order and priority:

(a) for payment of the Construction Cost Shortfall;

(b) for payment of the ID Bond Assessments which are due and payable on June 1, 2010 with respect to the entirety of the Property; and

(c) the balance, if any, in the City's reasonable discretion for any costs and expenses related to the Property.

7. Cross-Parking Easement. The City and Landowner hereby acknowledge that, on or before the effective date of this First Amendment, the Landowner has caused to be

recorded a cross parking easement, pursuant to which reciprocal rights of parking have been created over Assessment Parcel 2.01 and Assessment Parcel 7.01 as described in ***Exhibit "A"*** attached to this First Amendment (the "Cross-Parking Easement"). The Landowner hereby acknowledges, covenants and agrees, for itself and its successors and assigns, that the Cross-Parking Easement shall not be modified, amended or terminated in whole or in part at any time without the prior written consent and approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned.

8. Additional Provisions. The following additional provisions are hereby added to the terms and conditions of the Development Incentive Agreement as Sections 28 and 29 thereof:

> "28. E-Verify Requirements. Landowner hereby covenants and agrees to comply with A.R.S. §41-4401 and A.R.S. §23-214, subsection (A), and agrees that the City shall have the right to inspect the records of Landowner and any contractors' or subcontractors' employees performing work under the Development Incentive Agreement to verify compliance with A.R.S. §41-4401 and A.R.S. §23-214, subsection (A), and that any failure by Landowner to comply with A.R.S. §41-4401 and/or A.R.S. §23-214, subsection (A), shall be deemed to be a breach of the Development Incentive Agreement and shall be subject to penalties up to and including termination of the Development Incentive Agreement.
>
> 29. Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Landowner certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran."

9. No Further Modifications. Except as specifically modified or amended pursuant to the terms of this First Amendment, the terms and conditions of the Development Incentive Agreement and the Waiver Agreement are hereby ratified and affirmed by the parties thereto and shall remain in full force and effect, unaffected by this First Amendment.

10. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. Effective Date of First Amendment; Recording. This First Amendment shall become effective upon the date of the consummation of the Bank Lien Release Transaction as described in the Forbearance Agreement, whereupon this First Amendment shall be recorded in the Official Records of Coconino County, Arizona. In the event the Bank Lien Release Transaction has not been consummated as of March 31, 2010, then this First Amendment shall automatically terminate and become null and void and of no force or effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this First Amendment to Development Incentive Agreement (Aspen Place at the Sawmill) has been executed as of the day and year first above written.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

"CITY"

CITY OF FLAGSTAFF, an Arizona municipal corporation

By:

Printed Name: Sara Presler

Title: Mayor

STATE OF ARIZONA)
) ss
COUNTY OF COCONINO)

On this 22 day of February, 2010, before me, the undersigned officer, personally appeared Sara Presler, who acknowledged her/himself to be Mayor of the CITY OF FLAGSTAFF, an Arizona municipal corporation:

✓ 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 his/her _____,

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

OFFICIAL SEAL
LAURA MATTHEWS
Notary Public - State of Arizona
COCONINO COUNTY
My Comm. Expires April 24, 2012

Laura Matthews
Notary Public

"LANDOWNER"

ASPEN PLACE NORTH, L.L.C., an Arizona limited liability company

By: AE Property Management, L.L.C., an Arizona limited liability company, its Manager

By: D. L. Meyers, Inc., an Arizona corporation, its Manager

By: _____
Donald L. Meyers, President

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 10th day of February, 2010, before me, the undersigned officer, personally appeared Donald L. Meyers, who acknowledged her/himself to be President of D. L. Meyers, Inc., an Arizona corporation, as Manager to AE Property Management, L.L.C., an Arizona limited liability company, as Manager to ASPEN PLACE NORTH, L.L.C., an Arizona limited liability company:

_X_ 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 his/her _____ _____,

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:

Aletha Anna Montague
Notary Public

OFFICIAL SEAL
ALETHA ANNA MONTAGUE
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Apr. 8, 2011

"LANDOWNER"

ASPEN PLACE SOUTH, L.L.C., an Arizona limited liability company

By: AE Property Management, L.L.C., an Arizona limited liability company, its Manager

By: D. L. Meyers, Inc., an Arizona corporation, its Manager

By:_____
Donald L. Meyers, President

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 10th day of February, 2010, before me, the undersigned officer, personally appeared Donald L. Meyers, who acknowledged her/himself to be President of D. L. Meyers, Inc., an Arizona corporation, as Manager to AE Property Management, L.L.C., an Arizona limited liability company, as manager to ASPEN PLACE SOUTH, L.L.C., an Arizona limited liability company:

_X_ 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 his/her _____ _____,

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.

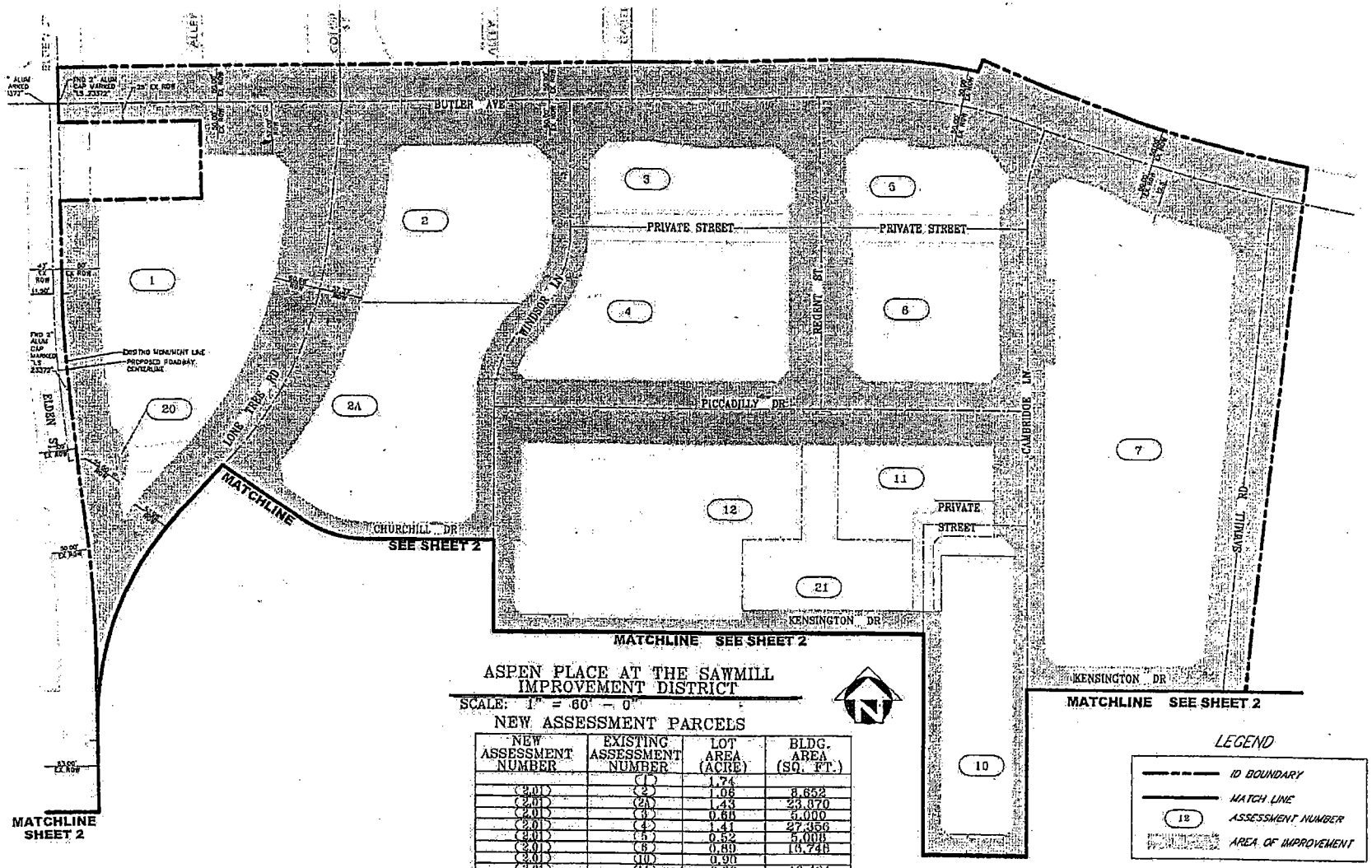
NOTARY SEAL:

Aletha Anna Montague
Notary Public

OFFICIAL SEAL
ALETHA ANNA MONTAGUE
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Apr. 9, 2011

List of Exhibits

Exhibit "A"	-	Description of New Assessment Parcels
Exhibit "B"	-	Description of Southern Parcels



ASPEN PLACE AT THE SAWMILL IMPROVEMENT DISTRICT

SCALE: 1" = 60' - 0"

NEW ASSESSMENT PARCELS

NEW ASSESSMENT NUMBER	EXISTING ASSESSMENT NUMBER	LOT AREA (ACRE)	BLDG. AREA (SQ. FT.)
	(1)	1.74	
(2.01)	(2)	1.06	8,652
(2.01)	(2A)	1.43	23,870
(2.01)	(3)	0.65	5,000
(2.01)	(4)	1.41	27,356
(2.01)	(5)	0.52	5,008
(2.01)	(6)	0.89	15,748
(2.01)	(10)	0.90	
(2.01)	(11)	0.80	13,431
(2.01)	(12)	2.08	25,063
(2.02)	(12)	0.01	
(2.03)	(10)	0.08	
(2.04)	(10)	0.04	
(2.05)	(10)	0.01	
(7.01)	(7)	3.26	24,089
	(20)	0.17	
(21.01)	(21)	0.49	

LEGEND

- ID BOUNDARY
- MATCH LINE
- (12) ASSESSMENT NUMBER
- AREA OF IMPROVEMENT

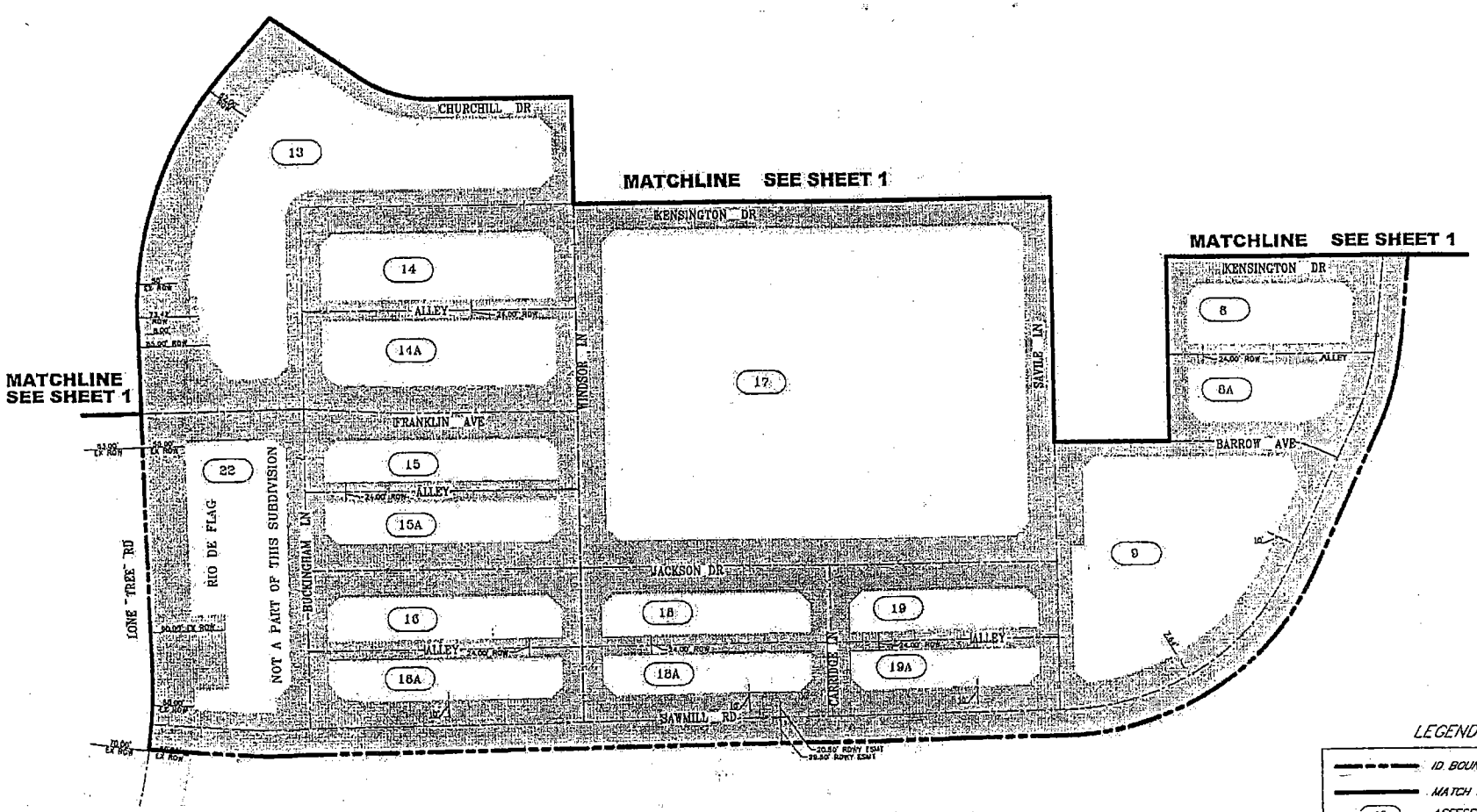
PREPARED BY:

Pooled Resources
2020 S. MCCLINTOCK, SUITE 104
TEMPE, ARIZONA 85282
PHONE: (480) 366-1211

AMENDED DISTRICT DIAGRAM
ASPEN PLACE AT THE SAWMILL IMPROVEMENT DISTRICT
FLAGSTAFF, ARIZONA

	BY	DATE	
DESIGNED	JRP	2/23/07	SCALE 1" = 60' - 0"
DRAWN	TLH	2/23/07	SHEET 1 OF 2
CHECKED	JRP	2/23/07	

EXHIBIT A



ASPEN PLACE AT THE SAWMILL IMPROVEMENT DISTRICT

SCALE: 1" = 60' - 0"

"SOUTHERN PARCELS"

PREPARED BY:

Pooled Resources
2020 S. MCCLINTOCK, SUITE 104
TEMPE, ARIZONA 85282
PHONE: (480) 968-1211

AMENDED DISTRICT DIAGRAM
ASPEN PLACE AT THE SAWMILL IMPROVEMENT DISTRICT
FLAGSTAFF, ARIZONA

	BY	DATE	
DESIGNED	JRP	2/23/07	SCALE 1" = 60' - 0"
DRAWN	TLH	2/23/07	SHEET 2 OF 2
CHECKED	JRP	2/23/07	

EXHIBIT B

Official Records of Coconino County 3570206
Candace Owens - Recorder 08/11/2010 09:54 AM Pgs: 15
CITY OF FLAGSTAFF AM $16.00

When Recorded Return To:

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

SECOND AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT
(Aspen Place at the Sawmill)

THIS SECOND AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT ("Second Amendment") is made and entered into as of the 11th day of ~~July~~ August, 2010 (the "Amendment Date"), to be effective as and when set forth in ***Section 9*** of this Second Amendment (the "Effective Date") by and among SAWMILL NF, L.L.C., an Arizona limited liability company ("Sawmill NF"), ASPEN PLACE NORTH, L.L.C., an Arizona limited liability company ("Aspen North"), and the CITY OF FLAGSTAFF, an Arizona municipal corporation ("City").

RECITALS

A. The City and Aspen North's predecessor-in-interest, Butler & Lone Tree, L.L.C., an Arizona limited liability company, entered into that Development Incentive Agreement (Aspen Place at the Sawmill) dated as of June 1, 2007, and recorded on June 20, 2007 as Instrument No. 3444059, Official Records of Coconino County, Arizona (the "Development Incentive Agreement") and that certain Improvement District Development and Waiver Agreement dated as of June 1, 2007, and recorded on June 21, 2007 as Instrument No. 3444565, Official Records of Coconino County, Arizona (the "Waiver Agreement").

B. The City, Aspen North, and Aspen Place South, L.L.C., an Arizona limited liability company ("Aspen South"), subsequently entered into that certain First Amendment to Development Incentive Agreement (Aspen Place at the Sawmill) dated as of February 22, 2010, and recorded on February 25, 2010 as Instrument No. 3554385, Official Records of Coconino County, Arizona (the "First Amendment").

C. The First Amendment modified and amended the Development Incentive Agreement by, among other things, (i) acknowledging the effect of the reallocation of the ID Bond Assessments (as defined in the First Amendment) against the parcels then owned by Aspen North into two assessment parcels, Assessment Parcel 2.01 and Assessment Parcel 7.01, pursuant to that Petition for Modification of Assessments dated as of February 16, 2010, and (ii) incorporating a provision pursuant to which the City agreed that, in the event Aspen North conveyed fee simple title to any individual parcel within Assessment Parcel 2.01 to an unrelated third party, the City would take reasonable and appropriate steps to reallocate to the parcel or parcels being conveyed a portion of the ID Bond Assessments allocated to Assessment Parcel 2.01, and that each newly-created assessment parcel would be treated separately for all purposes under the Development Incentive Agreement.

When Recorded Return To:

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

SECOND AMENDMENT TO
DEVELOPMENT INCENTIVE AGREEMENT
(Aspen Place at the Sawmill)

THIS SECOND AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT ("Second Amendment") is made and entered into as of the 11th day of ~~July~~ August, 2010 (the "Amendment Date"), to be effective as and when set forth in ***Section 9*** of this Second Amendment (the "Effective Date") by and among SAWMILL NF, L.L.C., an Arizona limited liability company ("Sawmill NF"), ASPEN PLACE NORTH, L.L.C., an Arizona limited liability company ("Aspen North"), and the CITY OF FLAGSTAFF, an Arizona municipal corporation ("City").

RECITALS

A. The City and Aspen North's predecessor-in-interest, Butler & Lone Tree, L.L.C., an Arizona limited liability company, entered into that Development Incentive Agreement (Aspen Place at the Sawmill) dated as of June 1, 2007, and recorded on June 20, 2007 as Instrument No. 3444059, Official Records of Coconino County, Arizona (the "Development Incentive Agreement") and that certain Improvement District Development and Waiver Agreement dated as of June 1, 2007, and recorded on June 21, 2007 as Instrument No. 3444565, Official Records of Coconino County, Arizona (the "Waiver Agreement").

B. The City, Aspen North, and Aspen Place South, L.L.C., an Arizona limited liability company ("Aspen South"), subsequently entered into that certain First Amendment to Development Incentive Agreement (Aspen Place at the Sawmill) dated as of February 22, 2010, and recorded on February 25, 2010 as Instrument No. 3554385, Official Records of Coconino County, Arizona (the "First Amendment").

C. The First Amendment modified and amended the Development Incentive Agreement by, among other things, (i) acknowledging the effect of the reallocation of the ID Bond Assessments (as defined in the First Amendment) against the parcels then owned by Aspen North into two assessment parcels, Assessment Parcel 2.01 and Assessment Parcel 7.01, pursuant to that Petition for Modification of Assessments dated as of February 16, 2010, and (ii) incorporating a provision pursuant to which the City agreed that, in the event Aspen North conveyed fee simple title to any individual parcel within Assessment Parcel 2.01 to an unrelated third party, the City would take reasonable and appropriate steps to reallocate to the parcel or parcels being conveyed a portion of the ID Bond Assessments allocated to Assessment Parcel 2.01, and that each newly-created assessment parcel would be treated separately for all purposes under the Development Incentive Agreement.

D. The First Amendment further modified the Development Incentive Agreement by requiring that each Landowner of a parcel within the Property must provide to the City, on or before June 1 of each calendar year, security for the Landowner's obligation to pay the ID Bond Assessments allocated to such Landowner's parcel(s), which security shall be in the form of either (i) an ID LOC (as defined in the First Amendment) satisfying the requirements contained in the Development Incentive Agreement, (ii) a cash prepayment equal to the sum of the ID Bond Assessments allocated to such parcel or parcels which will come due on December 1 of such calendar year and June 1 of the immediately subsequent calendar year, or (iii) an alternative source of security acceptable to the City for such Landowner's obligation for payment of the ID Bond Assessments which will come due on December 1 of such calendar year and June 1 of the immediately subsequent calendar year (as applicable, the "ID Bond Assurances").

E. Subsequent to the recordation of the First Amendment, Sawmill NF acquired from Aspen North fee simple title to Assessment Parcel 7.01 (which parcel is depicted on Exhibit "A" to the First Amendment as "Parcel 7") and, pursuant to the terms of Section 5 of the First Amendment, the City acquired from Aspen South fee simple title to the parcels of real property described as the "Southern Parcels" in Exhibit "B" to the First Amendment as well as the parcel identified as Assessment Parcel 10 in Exhibit "A" to the First Amendment (hereinafter collectively referred to as the "City Parcels").

F. Aspen North has entered into a Purchase and Sale Agreement dated June 10, 2010 (the "Purchase Agreement") with ERH Acquisitions, LLC, an Arizona limited liability company, an unrelated third-party (the "Northern Parcel Purchaser"), pursuant to which Aspen North has agreed to sell, and the Northern Parcel Purchaser has agreed to purchase, the real property identified as Lots 118 through 123, inclusive, Lots 125 through 131, inclusive, and Tract EE of the Aspen Place at the Sawmill Final Plat recorded on May 14, 2007 as Instrument No. 3438431, Official Records of Coconino County, Arizona (hereinafter collectively referred to as the "Northern Parcels"). In order to satisfy certain conditions to the closing under the Purchase Agreement, Aspen North has requested, and the City has agreed, to further modify and amend certain terms and conditions of the Development Incentive Agreement, as modified and amended by the First Amendment, in order to, among other things:

(i) Pursuant to the provisions of Section 2 of the First Amendment, provide for the City's agreement to divide Assessment Parcel 2.01 into thirteen (13) separate and distinct parcels (each a "New Northern Assessment Parcel" and, collectively, the "New Northern Assessment Parcels") for purposes of the imposition of the ID Bond Assessments, and reallocate the ID Bond Assessments previously applicable to Assessment Parcel 2.01 to the New Northern Assessment Parcels, all as depicted and set forth in ***Exhibit "A"*** to this Second Amendment; and

(ii) Incorporate a provision pursuant to which the New Northern Assessment Parcels shall be cross-collateralized in order to ensure payment of the ID Bond Assessments allocable to such parcels during any period that they are owned by the same Landowner.

For such purposes, the parties hereto are entering into this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby further modify and amend the Development Incentive Agreement and the First Amendment as follows:

AGREEMENT

1. Definitions. All initial capitalized terms used in this Second Amendment shall have the meanings ascribed thereto in the Development Incentive Agreement and the First Amendment unless otherwise specifically defined herein. All references in the Development Incentive Agreement to "this Agreement" shall, from and after the date hereof, be deemed to mean and refer to the Development Incentive Agreement as modified and amended by the First Amendment and this Second Amendment.

2. Division of Assessment Parcel 2.01 and Reallocation of ID Bond Assessments. Notwithstanding anything contained in the Development Incentive Agreement or the First Amendment to the contrary, including, without limitation, Section 3.2 of the Development Incentive Agreement and Section 2 of the First Amendment, the City hereby agrees that, promptly following the Effective Date, and the receipt by the City of the Legal Fees Shortfall pursuant to the provisions of ***Section 11*** below, the City will take all reasonable and appropriate steps to divide Assessment Parcel 2.01 into the New Northern Assessment Parcels and reallocate to each New Northern Assessment Parcel the ID Bond Assessments previously applicable to Assessment Parcel 2.01, all in accordance with the Assessment Parcel and Schedule of Assessments Exhibit attached hereto as ***Exhibit "A"***. In connection with the foregoing, the City hereby agrees that, at the next regularly scheduled City Council meeting following the Effective Date, the City shall process for approval by the City Council a Petition for Modification of Assessments dividing Assessment Parcel 2.01 and reallocating the ID Bond Assessments allocable thereto in accordance with ***Exhibit "A"*** attached hereto. Following the approval by the City Council of the Petition for Modification of Assessments, and subject to the provisions of ***Section 3*** below, each New Northern Assessment Parcel shall be treated separately for purposes of the allocation of the ID Bond Assessments allocable thereto.

3. Cross-Default; Cross-Collateralization. The City and Aspen North hereby agree that, from and after the City's adoption of the Petition for Modification of Assessments pursuant to ***Section 2*** above, and until such time as a New Northern Assessment Parcel is released from the effect of this ***Section 3*** pursuant to ***Sections 3(a) or 3(b)*** below, as applicable, any Landowner holding title to two (2) or more New Northern Assessment Parcels shall provide to the City the ID Bond Assurances which are required pursuant to the provisions of Section 3 of the First Amendment for all New Northern Assessment Parcels owned by such Landowner on or before June 1 of each calendar year that any ID Bond Assessments remain owing with respect to any New Northern Assessment Parcels owned by such Landowner. The failure of any such Landowner to provide the required ID Bond Assurances with respect to any one New Northern Assessment Parcel owned by such Landowner shall be deemed to be a default by such Landowner of its obligation to provide the ID Bond Assurances with respect to all New Northern Assessment Parcels owned by such Landowner, whereupon the City shall have all rights and remedies available as a result of such Landowner's default, including, without limitation, the immediate right to accelerate all ID Bond Assessments applicable to all New Northern Assessment Parcels owned by such Landowner, and the right to immediately commence to foreclose the assessment lien against such Landowner's parcel(s) pursuant to the provisions of A.R.S. §48-601, *et seq.* Notwithstanding anything contained in the foregoing to the contrary, a New Northern Assessment Parcel owned by a Landowner may be released from the foregoing cross-default and cross-collateralization provisions upon the first to occur of either of the following events:

(a) Transfer of Title to New Northern Assessment Parcel. Subject to the restrictions set forth in ***Section 4*** below, in the event that any Landowner owning two (2) or more New Northern Assessment Parcels conveys title to a New Northern Assessment Parcel to an unrelated third party (within the meaning of Section 267(b) of the Internal Revenue Code) (a "Conveyed

Parcel"), then such Conveyed Parcel shall be deemed to be released from the cross-default and cross-collateralization provisions of this ***Section 3*** immediately upon (i) the conveyance of fee simple title to such Conveyed Parcel to the unrelated third party, **and** (ii) the deposit with the City of ID Bond Assurances for such Conveyed Parcel which, together with any ID Bond Assurances then being held by the City with respect to such Conveyed Parcel, shall be sufficient in amount to pay the ID Bond Assessments allocable to such Conveyed Parcel and which will become due during the twelve (12) month period following the date of closing of the conveyance of the Conveyed Parcel. Upon satisfaction of both of the foregoing conditions, such Conveyed Parcel shall be treated separately for the purposes of the satisfaction of the requirements of Section 3 of the First Amendment, and the default by or failure of any other Landowner to provide ID Bond Assurances with respect to any New Northern Assessment Parcel shall not effect a default by the Landowner of any Conveyed Parcel which has been released from the cross-default and cross-collateralization provisions of this ***Section 3*** pursuant to the provisions hereof.

(b) Financing on New Northern Assessment Parcel. In the event that any Landowner owning two (2) or more New Northern Assessment Parcels encumbers a New Northern Assessment Parcel with a first-lien deed of trust or mortgage securing development and/or construction financing provided to such Landowner by an unrelated third-party lender, then such New Northern Assessment Parcel (hereinafter, a "Financed Parcel") shall be deemed to be released from the cross-default and cross-collateralization provisions of this ***Section 3*** immediately upon (i) the issuance of a building permit with respect to the construction of any vertical improvements (or tenant improvements within existing vertical improvements) on such Financed Parcel, **and** (ii) the deposit with the City of ID Bond Assurances for such Financed Parcel which, together with any ID Bond Assurances then being held by the City with respect to such Financed Parcel, shall be sufficient in amount to pay the ID Bond Assessments allocable to such Financed Parcel and which will become due during the twelve (12) month period following the issuance of such building permit. Upon the satisfaction of both of the foregoing conditions, such Financed Parcel shall be treated separately for the purposes of the satisfaction of the requirements of Section 3 of the First Amendment, and the default by or failure of any other Landowner to provide ID Bond Assurances with respect to any New Northern Assessment Parcel shall not effect a default by the Landowner of a Financed Parcel which has been released from the cross-default and cross-collateralization provisions of this ***Section 3*** pursuant to the provisions hereof.

4. Covenant Regarding Common Ownership of Lots 122, 123, 125 and 126. Notwithstanding anything contained in the Development Incentive Agreement to the contrary, Aspen North, for itself, and any successor-in-interest to the Northern Parcels, hereby covenants that, until such time as the ID Bond Assessments are paid in full with respect to Lots 122, 123, 125 and 126 of the Northern Parcels (hereinafter referred to as the "Common Ownership Parcels"), fee title to the Common Ownership Parcels shall be held by one single Landowner and shall not be individually conveyed to any other party; provided, however, that the Common Ownership Parcels may be conveyed in whole to a related entity or to an unrelated third-party purchaser (who shall acquire title to such parcels subject to the covenant set forth herein); and provided, further, that, with the prior written approval of the City Manager of the City that such third-party purchaser is a *bona fide* retail end-user, which approval shall not be unreasonably withheld, fee title to Lots 125 and 126 of the Northern Parcels may be conveyed individually to retail end-users who intend to develop improvements thereon and occupy such improvements for their own use. At such time as the ID Bond Assessments are paid in full with respect

to all of the Common Ownership Parcels, the covenant set forth in this ***Section 4*** shall automatically terminate and be of no further force or effect.

5. Prepayment or Security for Payment of ID Bond Assessments. The second (2nd) full paragraph of Section 3 of the First Amendment is hereby amended and restated in its entirety to read as follows:

> "In the event that any Landowner fails to provide to the City the ID Bond Assurances which are required to be provided by such Landowner to the City pursuant to the terms hereof on or before June 1 of each calendar year that any ID Bond Assessments remain owing with respect to such Landowner's parcel(s), and such failure is not cured within ten (10) days after receipt of written notice of such failure by the City to such Landowner, then such Landowner shall be deemed to be in default under the Development Incentive Agreement and, in addition to all other rights and remedies which may be available to the City as a result of such default, the City shall have the right to immediately terminate such Landowner's right to receive payment of any further Sales Tax Rebates with respect to those parcel(s) for which the Landowner failed to provide the required ID Bond Assurances, and such defaulting Landowner hereby agrees that the City shall have the immediate right to accelerate all ID Bond Assessments allocated to such Landowner's parcel(s) and with respect to which such Landowner failed to provide the ID Bond Assurances and immediately commence to foreclose the assessment lien against such Landowner's parcel(s) pursuant to the provisions of A.R.S. §48-601, *et seq.*"

6. Provisions Applicable to Letters of Credit. Section 3.4.4 of the Development Incentive Agreement is hereby amended and restated in its entirety to read as follows:

> "3.4.4 If a Landowner satisfies its obligation to provide ID Bond Assurances required pursuant to Section 3 of the First Amendment by delivery of an ID LOC to the City, then the City shall have the right to draw the entire amount of such ID LOC upon the occurrence of any one (1) of the following events if and to the extent applicable:
>
> (a) The receipt by the City of notice from the issuer of the ID LOC that the ID LOC will not be renewed as of the next subsequent June 1 by which date such Landowner is required to provide ID Bond Assurances with respect to parcel(s) owned by such Landowner, and the City has not received: (i) at least five (5) days prior to the expiration of such ID LOC, a replacement ID LOC identical in all material respects to the ID LOC that is expiring and issued by an FDIC-insured bank or other financial institution reasonably acceptable to the City and satisfying the minimum ratings and requirements, together with: (A) evidence of the rating of the issuer thereof; and (B) an opinion of counsel reasonably satisfactory to the City with respect to the validity and enforceability of the replacement ID LOC, which shall include an opinion to the effect that such replacement ID LOC will not cause interest on the ID Bond to become includable in gross income for federal income tax purposes; or (ii) at least five (5) days prior to the expiration of the ID LOC, other ID Bond Assurances in the amount required to be provided by such Landowner pursuant to the provisions of Section 3 of the First Amendment have not been provided by such Landowner to the City.

(b) Landowner's nonpayment, when due, of any amount required to be paid with respect to the ID Bond Assessments payable by the Landowner at the time such ID Bond Assessments are due in connection with the ID Bonds. If the City draws upon the ID LOC for the purpose of paying any ID Bond Assessments payable by the Landowner with respect to the ID Bonds, then the Landowner shall provide to the City replacement ID Bond Assurances in the amount required pursuant to the provisions of Section 3 of the First Amendment, not later than thirty (30) days after the City provides written notice to the Landowner that the City has drawn on the ID LOC for payment of the ID Bond Assessments.

(c) A reduction in the rating applicable to the issuer of the ID LOC below the minimum rating requirement without the City having received, within sixty (60) days after such reduction, either (i) a replacement ID LOC identical in all material respects to the ID LOC originally provided by Landowner and issued by an FDIC-insured bank or other financial institution acceptable to the City and satisfying the minimum rating requirements, or (ii) other ID Bond Assurances in the amount required pursuant to the provisions of Section 3 of the First Amendment. Concurrently with the delivery of a replacement ID LOC to the City, if applicable, the Landowner shall provide the City with (A) evidence of the rating of the issuer thereof, and (B) an opinion of counsel reasonably satisfactory to the City with respect to the validity and enforceability of the replacement ID LOC, which shall include an opinion to the effect that such replacement ID LOC will not cause interest on the ID Bonds to become includable in gross income for federal income purposes."

7. Modifications to Section 4(ii) of Development Incentive Agreement. The last sentence of Section 4(ii) of the Development Incentive Agreement is hereby amended and restated in its entirety to read as follows:

"If the right of the Landowner to receive the Sales Tax Rebates will not be assigned to the Landowner to its successor-in-interest, or will be assigned to an entity that has already been approved or deemed approved as a Qualified Successor by the City, and subject to the provisions of Section 4 of the Second Amendment, the City's approval of the Landowner's successor (and manager or operator) shall not be required."

8. Cross-Parking Easement. The parties hereby acknowledge and agree that, for purposes of Section 7 of the First Amendment, entitled "Cross-Parking Easement," the phrase "written consent and approval of the City" shall be construed as requiring the written consent and approval of the City's Planning Director only, and not the City Council or the City Manager.

9. Estoppel. The City hereby acknowledges that as of the Amendment Date, (a) all Public Infrastructure Improvements have been completed and that neither Aspen North nor Sawmill NF have any remaining obligation in regards to the Construction Cost Shortfall, and (b) the ID Bond Assessments due and payable with respect to all of the Property as of June 1, 2010 have been paid in full.

10. Additional Provisions. The following additional provisions are hereby added to the terms and conditions of the Development Incentive Agreement as Sections 30 and 31 thereof:

"30. Estoppel Certificate. Any party may request of the other party, and the responding party shall, within thirty (30) calendar days, respond and certify by written instrument to the requesting party that (a) the Development Incentive Agreement, as modified and amended pursuant to the First Amendment and the Second Amendment, is unmodified and in full force and effect, (b) to the best of the responding party's actual knowledge, there does not then exist a default or breach by any other party under the Development Incentive Agreement, as modified and amended pursuant to the First Amendment and the Second Amendment, or if there is a default or breach, the scope and nature of such default or breach if known to the responding party, and (c) any other matters that may reasonably be requested in connection with the Development Incentive Agreement, the First Amendment and the Second Amendment thereto. In the event the responding party has not received an executed estoppel certificate within thirty (30) calendar days from the date of the request, then, in such event, the matters set forth in the estoppel certificate provided by the requesting party to the responding party shall be deemed to be true and binding against the responding party. Any estoppel certificate to be executed by the City may be executed by the City Manager acting in such capacity.

31. Future Amendments. Notwithstanding anything contained in the Development Incentive Agreement to the contrary (including, without limitation, the provisions of Section 19.3 thereof), any subsequent amendments to the Development Incentive Agreement which do not affect or impact any other Landowner's rights, duties or obligations under the Development Incentive Agreement (including, without limitation, the amount of any Sales Tax Rebates to which any other Landowner may be entitled) need only be executed by the City and the Landowner or Landowners who are affected or impacted, or whose parcels are affected or impacted, by such amendment. All amendments to the Development Incentive Agreement must be recorded in the Official Records of Coconino County, Arizona, within ten (10) days following execution."

11. Remittance of Legal Fees Shortfall. The parties hereto acknowledge that, in connection with the negotiation, documentation and execution of the First Amendment and this Second Amendment, the City has incurred outside legal fees and costs. Aspen North hereby acknowledges that the City has retained and will continue to retain Sales Tax Rebates otherwise payable to Aspen North and arising from taxable activities occurring on the Northern Parcels during Aspen North's ownership thereof, and has applied and will continue to apply such Sales Tax Rebates to the legal fees incurred by the City. In the event that, as of the Effective Date, there remain any outstanding legal fees and costs incurred by the City which have not been reimbursed through Sales Tax Rebates generated by the Northern Parcels (the "Legal Fees Shortfall"), Aspen North, for itself, and its successors-in-interest in the Northern Parcels, hereby agrees that the City's obligation to process the Petition for Modification of Assessments as contemplated pursuant to ***Section 2*** above shall be conditioned upon the payment to the City of the Legal Fees Shortfall, which Legal Fees Shortfall, if any, shall be paid to the City as of the Effective Date hereof.

12. No Further Modifications; Ratification. Except as specifically modified or amended pursuant to the terms of this Second Amendment, the terms and conditions of the Development Incentive Agreement and the First Amendment are hereby ratified and affirmed by the parties hereto and shall remain in full force and effect. In addition, the terms and conditions of the Waiver Agreement are hereby ratified and affirmed by the parties hereto and shall remain in full force and effect, unaffected by this Second Amendment.

13. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Effective Date; ERH Acquisitions, LLC, as Qualified Successor. This Second Amendment shall become effective only upon the consummation of the transaction contemplated by the Purchase Agreement by and between Aspen North and the Northern Parcel Purchaser and written notice thereof has been provided to the City. Upon such closing, the City hereby acknowledges and agrees that ERH Acquisitions, LLC, an Arizona limited liability company, or an entity owned or controlled by the principals of ERH Acquisitions, LLC, shall be deemed to be a "Qualified Successor" as described in Section 4(ii) of the Development Incentive Agreement with respect to the Northern Parcels. In the event such closing has not occurred as of October 31, 2010, then this Second Amendment shall automatically terminate and become null and void and of no further force or effect, whereupon the City shall have the right to record a unilateral termination of this Second Amendment in the Official Records of Coconino County, Arizona . In the event of any such termination of this Second Amendment, the Development Incentive Agreement, as modified and amended by the First Amendment, shall govern all rights, duties and responsibilities of the parties thereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Second Amendment to Development Incentive Agreement (Aspen Place at the Sawmill) has been executed as of the day and year first above written.

Attest:

Margie Brown

Printed Name Margie Brown
Title: City Clerk

Approved as to form:

Printed Name: Jeffrey J. Miller
Title: City Attorney

"City"

CITY OF FLAGSTAFF, an Arizona municipal corporation

By
Printed Name Sara Presler
Title Flagstaff Mayor

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

On this 11th day of ~~July~~ August, 2010, before me, the undersigned officer, personally appeared Sara Presler, who acknowledged her/himself to be Mayor of the CITY OF FLAGSTAFF, an Arizona municipal corporation:

X 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:

Stacy L. Saltzburg
Notary Public

STACY L. SALTZBURG
Notary Public - Arizona
Coconino County
My Commission Expires
Jan 24, 2014

"Aspen North"

ASPEN PLACE NORTH, L.L.C., an Arizona limited liability company

By: AE Property Management, L.L.C., an Arizona limited liability company, its Manager

By: D.L. Meyers, Inc., an Arizona corporation, its Manager

By_____
Donald L. Meyers, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 26th day of July, 2010, before me, the undersigned officer, personally appeared Donald L. Meyers, who acknowledged himself to be the President of D.L. MEYERS, INC., an Arizona corporation, the Manager of AE PROPERTY MANAGEMENT, L.L.C., an Arizona limited liability company, the Manager of ASPEN PLACE NORTH, L.L.C., an Arizona limited liability company:

X 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 his _____,

and 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:

_____
Notary Public

JACQUELINE ERICK
Notary Public - Arizona
Maricopa County
My Comm. Expires May 19, 2014

"Sawmill NF"

SAWMILL NF, L.L.C., an Arizona limited liability company

By: AE Property Management, L.L.C., an Arizona limited liability company, its Manager

By: D.L. Meyers, Inc., an Arizona corporation, its Manager

By_____
Donald L. Meyers, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 26th day of July, 2010, before me, the undersigned officer, personally appeared Donald L. Meyers, who acknowledged himself to be the President of D.L. MEYERS, INC., an Arizona corporation, the Manager of AE PROPERTY MANAGEMENT, L.L.C., an Arizona limited liability, the Manager of SAWMILL NF, L.L.C., an Arizona limited liability company:

_X_ 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 his _____,

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

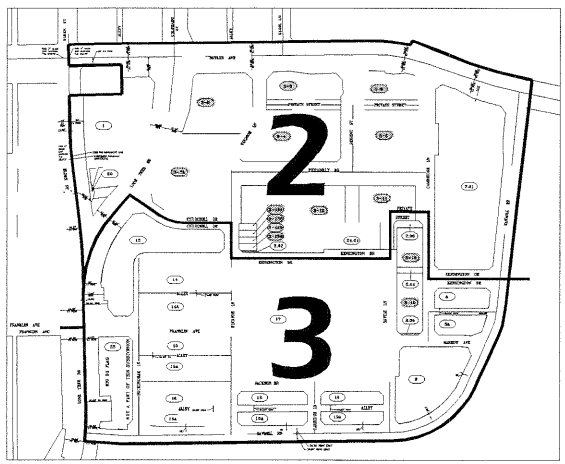
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Jacqueline Erick
Notary Public

JACQUELINE ERICK
Notary Public - Arizona
Maricopa County
My Comm. Expires May 19, 2014

AMENDED ASSESSMENT DIAGRAM
ASPEN PLACE
AT THE SAWMILL
IMPROVEMENT DISTRICT
FOR THE
CITY OF FLAGSTAFF, ARIZONA



INDEX OF SHEETS
NOT TO SCALE

MAYOR
SARA PRESLER

VICE MAYOR
CELIA BARTOZ

COUNCIL MEMBERS
ART BABBOTT
KARLA BREWSTER
CORAL EVANS
SCOTT OVERTON
AL WHITE

CERTIFICATION

I, _____, CITY CLERK OF THE CITY OF FLAGSTAFF, ARIZONA, DO HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE ASPEN PLACE AT THE SAWMILL IMPROVEMENT DISTRICT, APPROVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF FLAGSTAFF AT A MEETING ON THE _____ DAY OF _____, 2010, AND THAT A QUORUM WAS PRESENT.

BY _____ FILED BY _____
CITY CLERK SUPERINTENDANT OF STREETS

ASSESSMENT DIAGRAM SUBMITTED THIS ____ DAY OF _____ 2010

SUBMITTED BY _____
SUPERINTENDANT OF STREETS

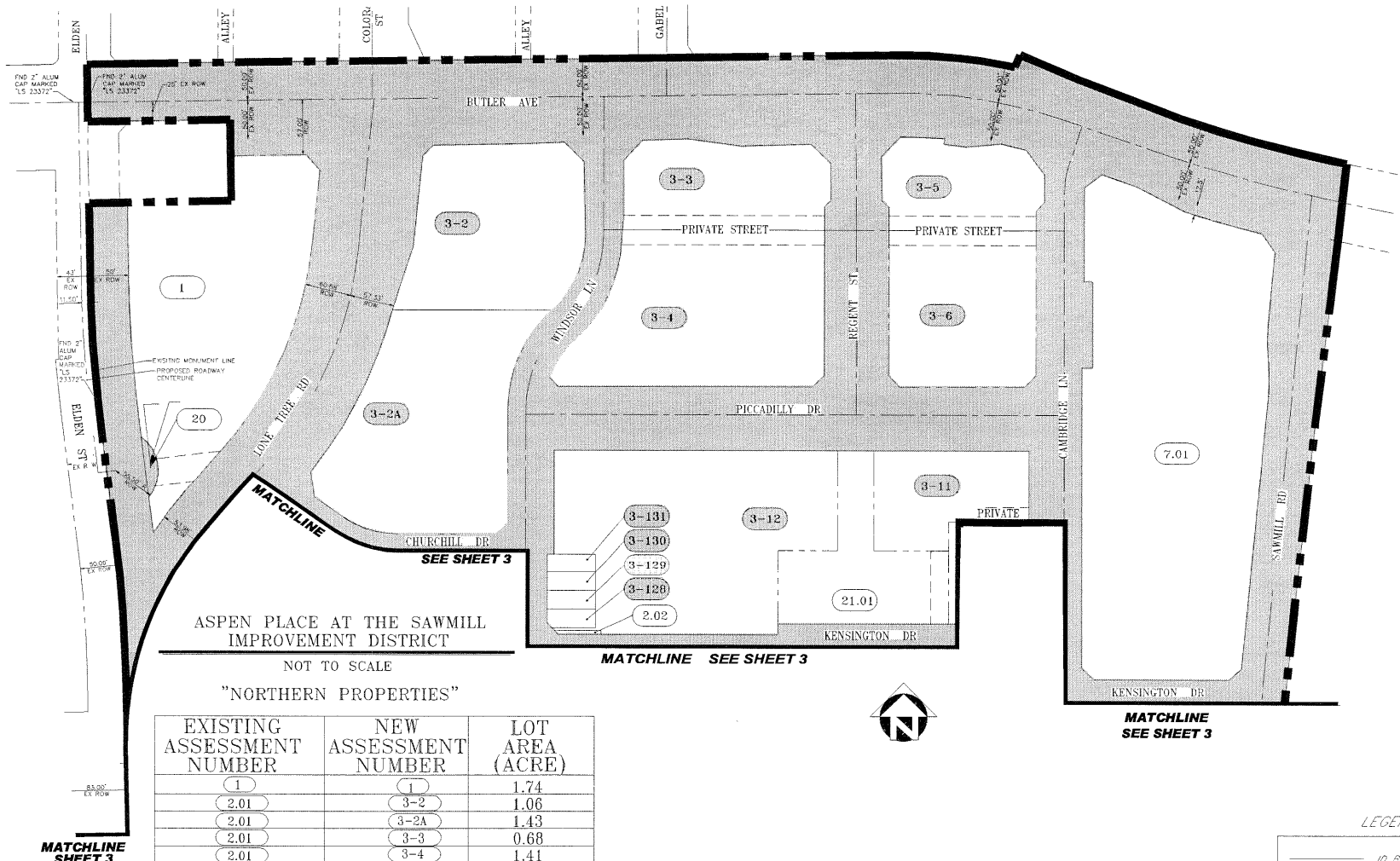
APPROVAL

APPROVED BY RESOLUTION NO. _____ AT A MEETING OF THE COMMON COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA HELD THIS _____ DAY OF _____ 2010.

BY _____
MAYOR

ATTEST _____
CITY CLERK

EXHIBIT A
REVISED: 7/13/2010



ASPEN PLACE AT THE SAWMILL IMPROVEMENT DISTRICT

NOT TO SCALE

"NORTHERN PROPERTIES"

EXISTING ASSESSMENT NUMBER	NEW ASSESSMENT NUMBER	LOT AREA (ACRE)
1	1	1.74
2.01	3-2	1.06
2.01	3-2A	1.43
2.01	3-3	0.68
2.01	3-4	1.41
2.01	3-5	0.52
2.01	3-6	0.89
2.01	3-11	0.80
2.01	3-12	1.90
2.02	2.02	0.01
7.01	7.01	3.26
20	20	0.17
21.01	21.01	0.49
2.01	3-128	0.04
2.01	3-129	0.04
2.01	3-130	0.04
2.01	3-131	0.04

LEGEND

- ID BOUNDARY
- MATCH LINE
- 12 ASSESSMENT NUMBER
- 12 MODIFIED ASSESSMENT PARCEL
- AREA OF IMPROVEMENT

AMENDED DISTRICT DIAGRAM
ASPEN PLACE AT THE SAWMILL IMPROVEMENT DISTRICT
FLAGSTAFF, ARIZONA

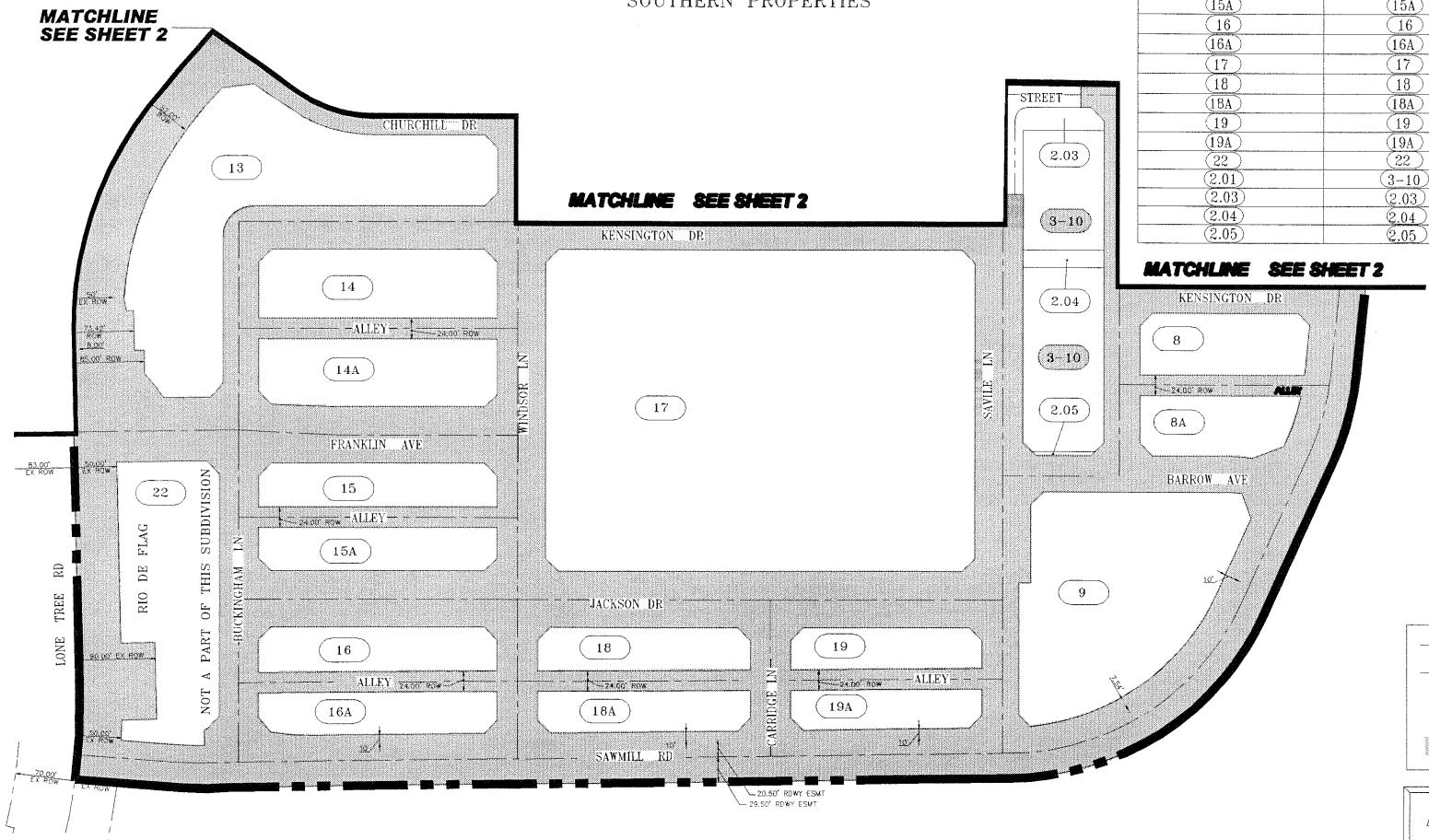
	BY	DATE	NOT TO SCALE
DRAWN	JRD	6/16/10	
CHECKED	RAB	7/13/10	
REVISED	JRD	7/13/10	SHEET 2 OF 4

ASPEN PLACE AT THE SAWMILL
IMPROVEMENT DISTRICT

NOT TO SCALE

"SOUTHERN PROPERTIES"

EXISTING ASSESSMENT NUMBER	NEW ASSESSMENT NUMBER	LOT AREA (ACRE)
8	8	0.32
8A	8A	0.28
9	9	1.24
13	13	0.49
14	14	0.51
14A	14A	0.50
15	15	0.32
15A	15A	0.32
16	16	0.33
16A	16A	0.31
17	17	4.31
18	18	0.28
18A	18A	0.27
19	19	0.24
19A	19A	0.23
22	22	N A P
2.01	3-10	0.23
2.03	2.03	0.08
2.04	2.04	0.04
2.05	2.05	0.01

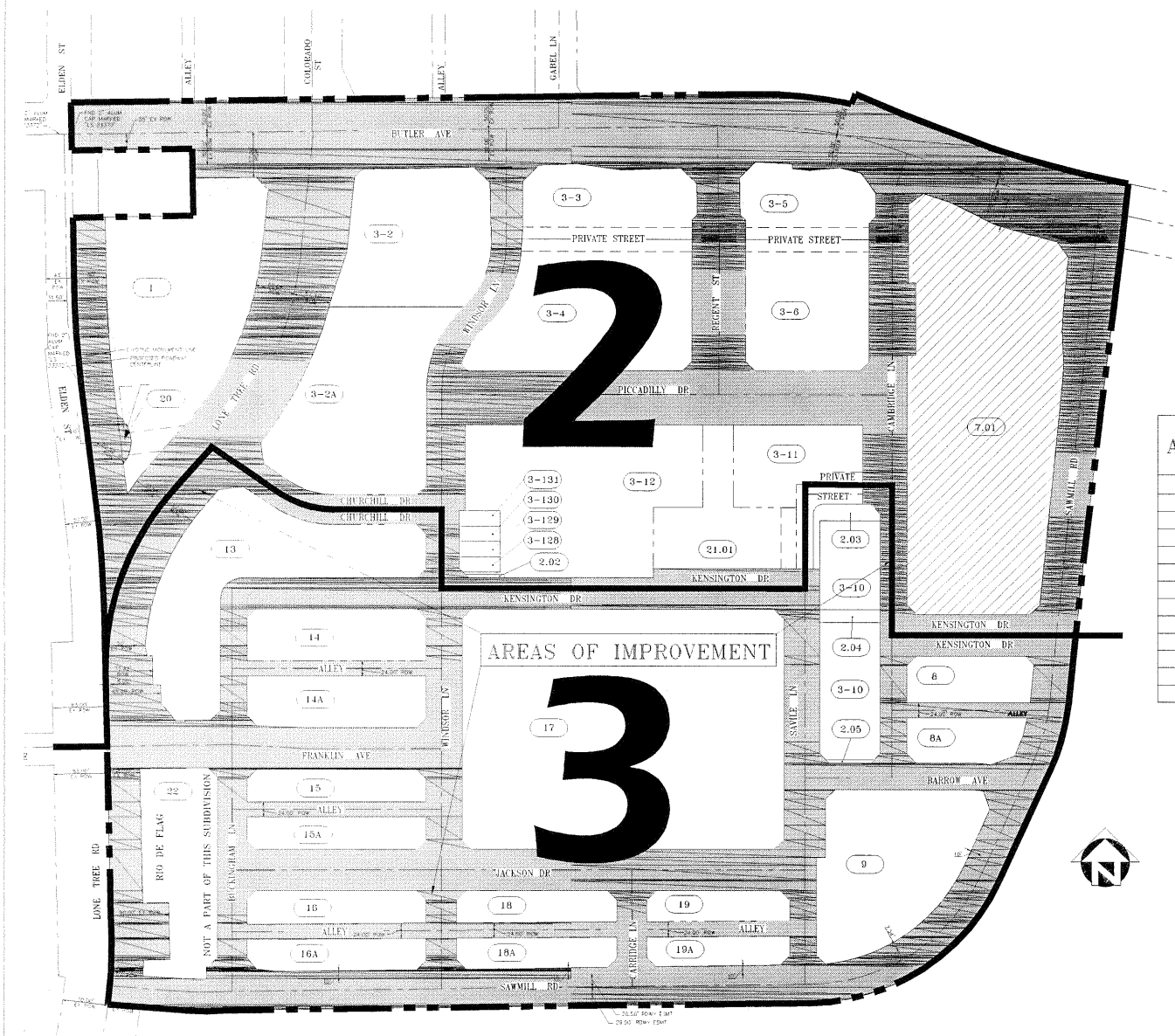


LEGEND

- ID BOUNDARY
- MATCH LINE
- 12 ASSESSMENT NUMBER
- 12 MODIFIED ASSESSMENT PARCEL
- AREA OF IMPROVEMENT

AMENDED DISTRICT DIAGRAM
ASPEN PLACE AT THE SAWMILL
IMPROVEMENT DISTRICT
FLAGSTAFF, ARIZONA

	BY	DATE	NOT TO SCALE
DRAWN	JRD	6/17/10	
CHECKED	RAB	7/7/10	
REVISED	JRD	7/7/10	SHEET 3 OF 4



EXISTING ASSESSMENT NUMBER	NEW ASSESSMENT NUMBER	NEW ASSESSMENT AMOUNT
2.01	3-2	$878,220.90
2.01	3-2A	$1,173,697.13
2.01	3-3	$571,547.40
2.01	3-4	$2,072,372.57
2.01	3-5	$425,491.91
2.01	3-6	$1,324,097.92
2.01	3-10	$724,319.40
2.01	3-11	$370,449.90
2.01	3-12	$959,749.94
2.01	3-128	$25,000.00
2.01	3-129	$25,000.00
2.01	3-130	$25,000.00
2.01	3-131	$25,000.00

LEGEND

- ID BOUNDARY
- MATCH LINE
- 12 ASSESSMENT NUMBER
- 12 MODIFIED ASSESSMENT PARCEL
- AREA OF IMPROVEMENT

AMENDED DISTRICT DIAGRAM
ASPEN PLACE AT THE SAWMILL IMPROVEMENT DISTRICT
FLAGSTAFF, ARIZONA

	BY	DATE
DRAWN	JRD	6/16/10
CHECKED	RAB	7/13/10
REVISED	JRD	7/19/10

NOT TO SCALE

SHEET 4 OF 4

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elaine Averitt, Planning Development Manager

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE:

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 (Aspen Place North).

RECOMMENDED ACTION:

1) Read Ordinance No. 2013-23 by title only for the final time
2) City Clerk reads Ordinance No. 2013-23 by title only for the final time (if approved above)
3) 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:

The City Council held a Public Hearing on this item, as well as first reading of the ordinance, at their meeting of October 15, 2013. Second reading and adoption of this ordinance was scheduled for this meeting to coordinate with approval of the amended Development Agreement.

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)	Title	Phone	Email
FLAGSTAFF ASPEN PLACE, LLC		480-556-8813	bhsean@redDevelopment.com
Mailing Address		**City, State, Zip**	
Red Development, LLC One East Washington St. Ste 300		Phoenix AZ 85004	
Applicant(s)	**Title**	**Phone**	**Email**
Land Development Strategies, LLC		913-515-2578	HOLEARY@DEARYCOMPANIES.com
Mailing Address		**City, State, Zip**	
411 Nichols Rd. Ste 225.		Kansas City, Mo.	64112
Project Representative	**Title**	**Phone**	**Email**
LDS / NSPI Architects, Bill Pelegrino		913-831-4415	bpelegrino@nspiarch.com
Mailing Address		**City, State, Zip**	
2615 W. 75th St Ste 201,		Prairie Village, Kansas	66208

Requested Review: ☒ Zoning Map Amendment ☐ Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
601 Peaden Dr. Flagstaff, AZ LOTS 125-131 ASPEN PLACE	104-19-125 thru 131	Aspen Place at the Sawmill, EE, 125-31
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
Highway Commercial (HC)	Highway Commercial (HC)	MIXED USE

Existing Use	Proposed Use
VACANT LAND	Residential Apartments (222 units)

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	State Reason for Request
N/A	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)	Date:	Applicant Signature	Date:
	7-1-13		7-1-13

For City Use

Date Filed: 8/12/2013	File Number(s): PREZ 2013 0001		Type of Zoning Map Amendment: ☐ Small-scale ☐ Medium-scale ☒ Large-scale
P & Z Hearing Date: 9/11/2013	Publication and Posting Date:		
Council Hearing Date:	Publication and Posting Date:		
Fee Receipt Number: 13-0036349	Amount: $3,272.	Date: 7/2/13	

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Averitt	G. Miller	Street	Davis	Brown

Revised 2/25/13

NEIGHBORHOOD MEETING REPORT
FOR
The Village at Apsen 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 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.

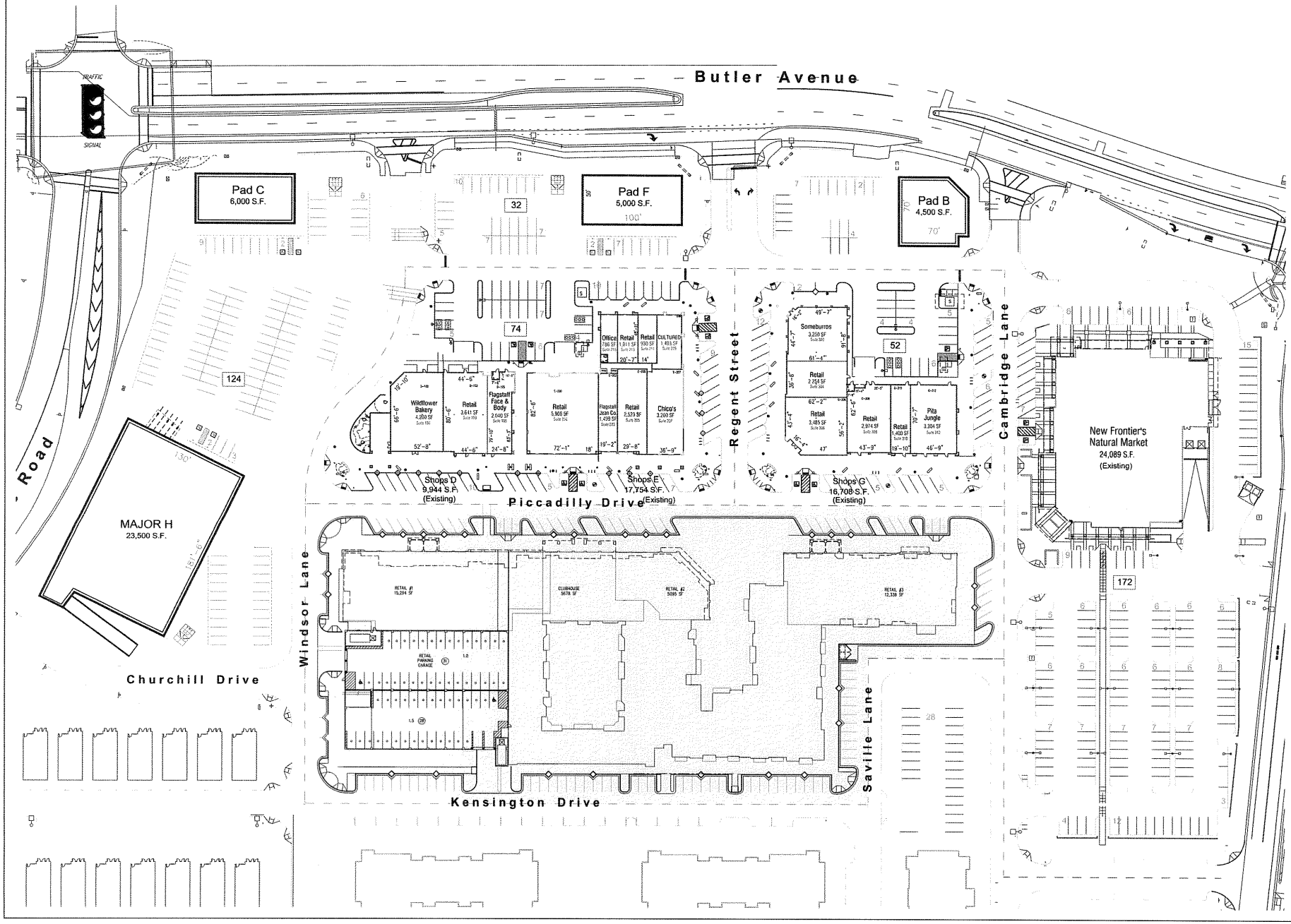
The current proposed mixed-use development has 18.2% residential open space plus 6.3% civic space for a total of 24% of the site as open space. When you add the additional open areas located in the public right-of-way this increases. For example, the civic plaza facing Piccadilly has 3,500 sf in the 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

BUILDING D: 530 E. PICADILLY DRIVE
BUILDING E: 319 S. REGENT STREET
BUILDING G: 320 S. REGENT STREET
FLAGSTAFF, AZ 86001



ASPEN PLACE AT THE SAWMILL
FLAGSTAFF, AZ

SITE PLAN

PROJECT DESIGNER:

RED Design Services

RED

RED DEVELOPMENT, LLC
7500 COLLEGE BLVD STE. 750
OVERLAND PARK, KS 66210
(913) 214-4600 OFFICE
(913) 214-4639 FAX
WWW.REDDEVELOPMENT.COM

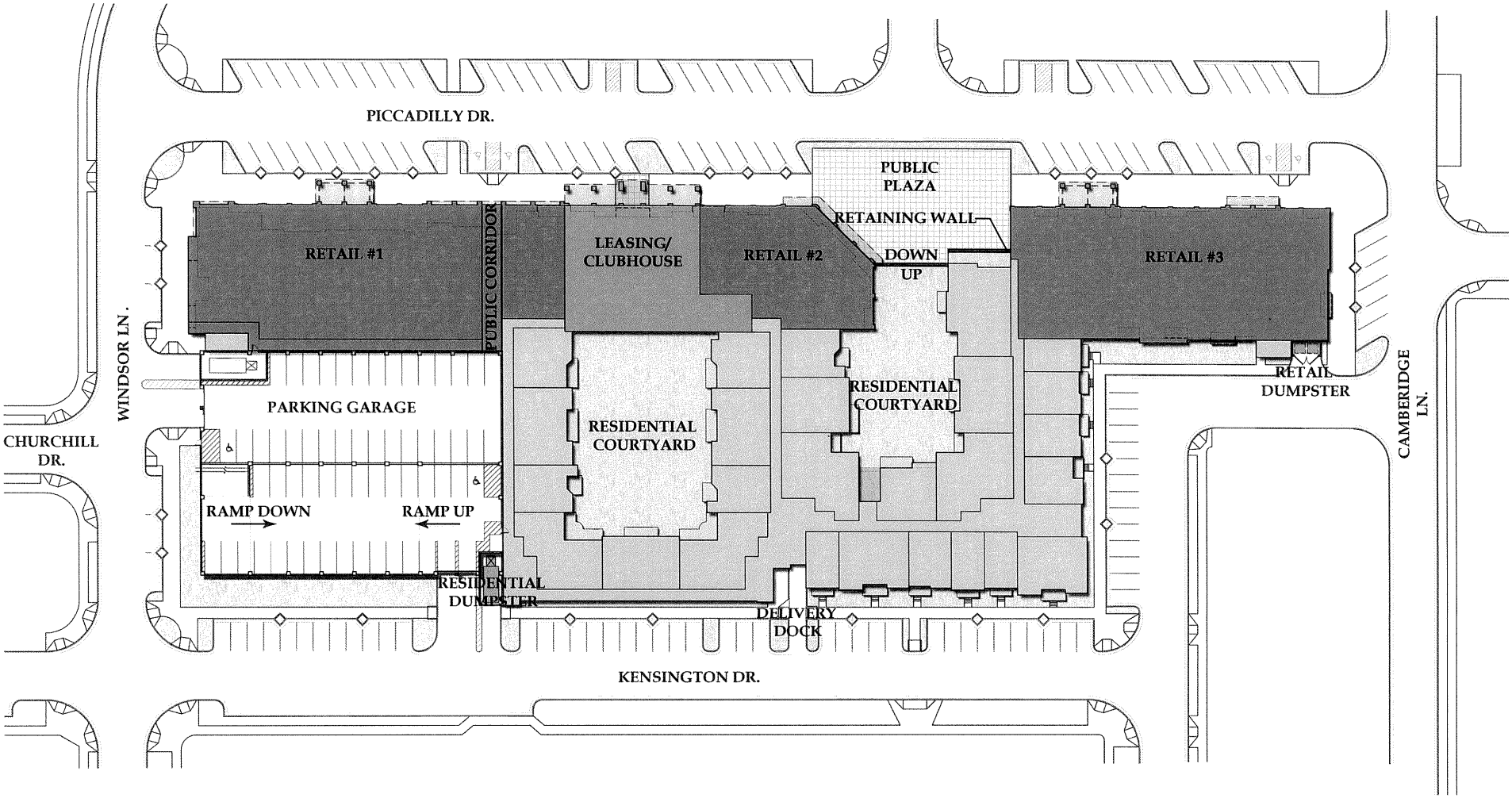
NOTE:
UNASSIGNED TENANT SPACES ARE SUBJECT TO CHANGE BASED ON CONTINUED LEASING ACTIVITY.

DIMENSIONS ARE FROM LEASE LINE TO LEASE LINE AND DO NOT REFLECT CONSTRUCTION DOCUMENT DIMENSIONS.

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

NORTH

0 60' 120' 240'

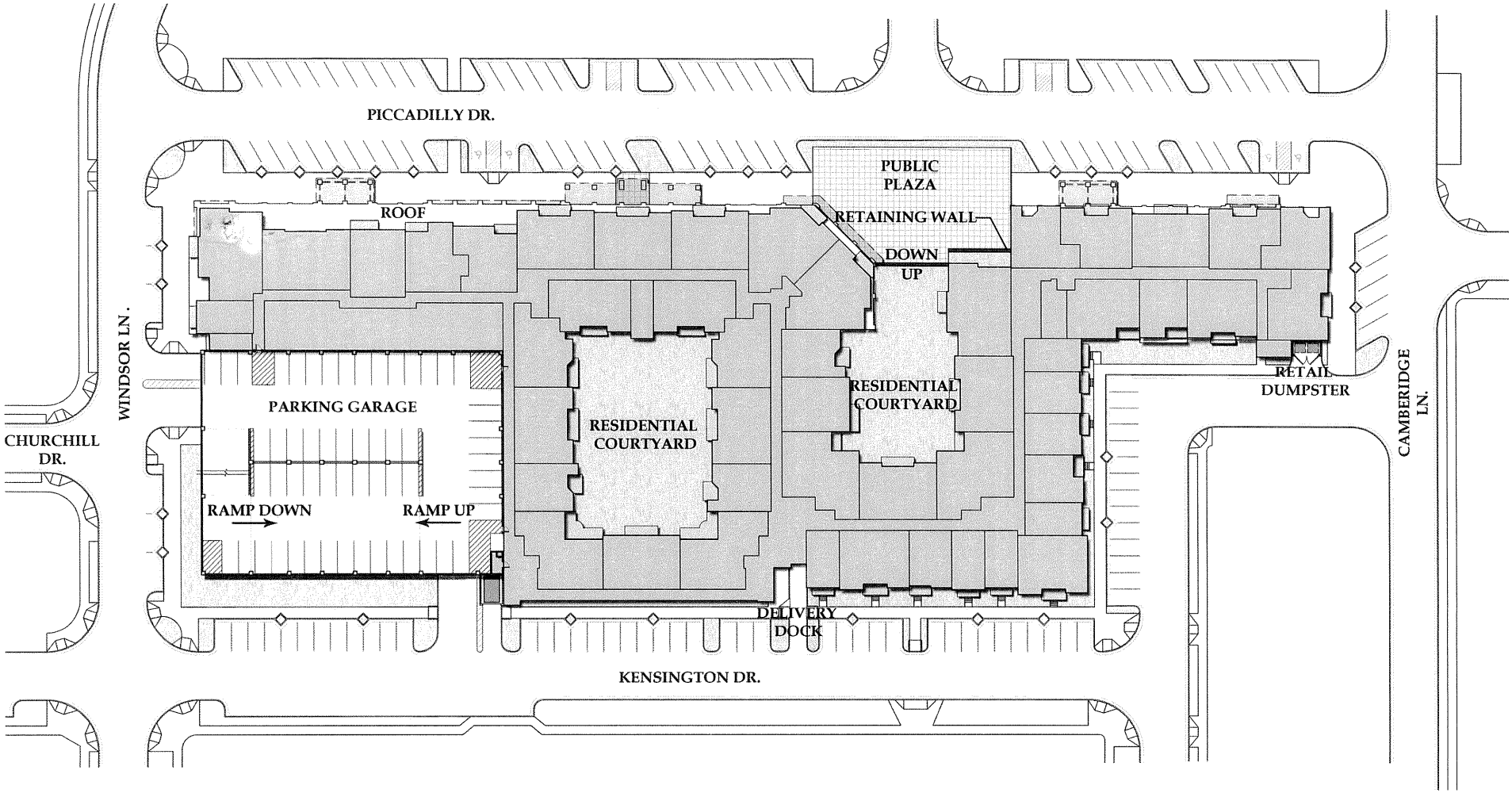


PROPOSED PRELIMINARY 1ST FLOOR & SITE PLAN

7 JUNE, 2013

SAWMILL VILLAGE

NSPJ
NEARING STAATS PRELOGAR & JONES AIA CHARTERED
ARCHITECTS

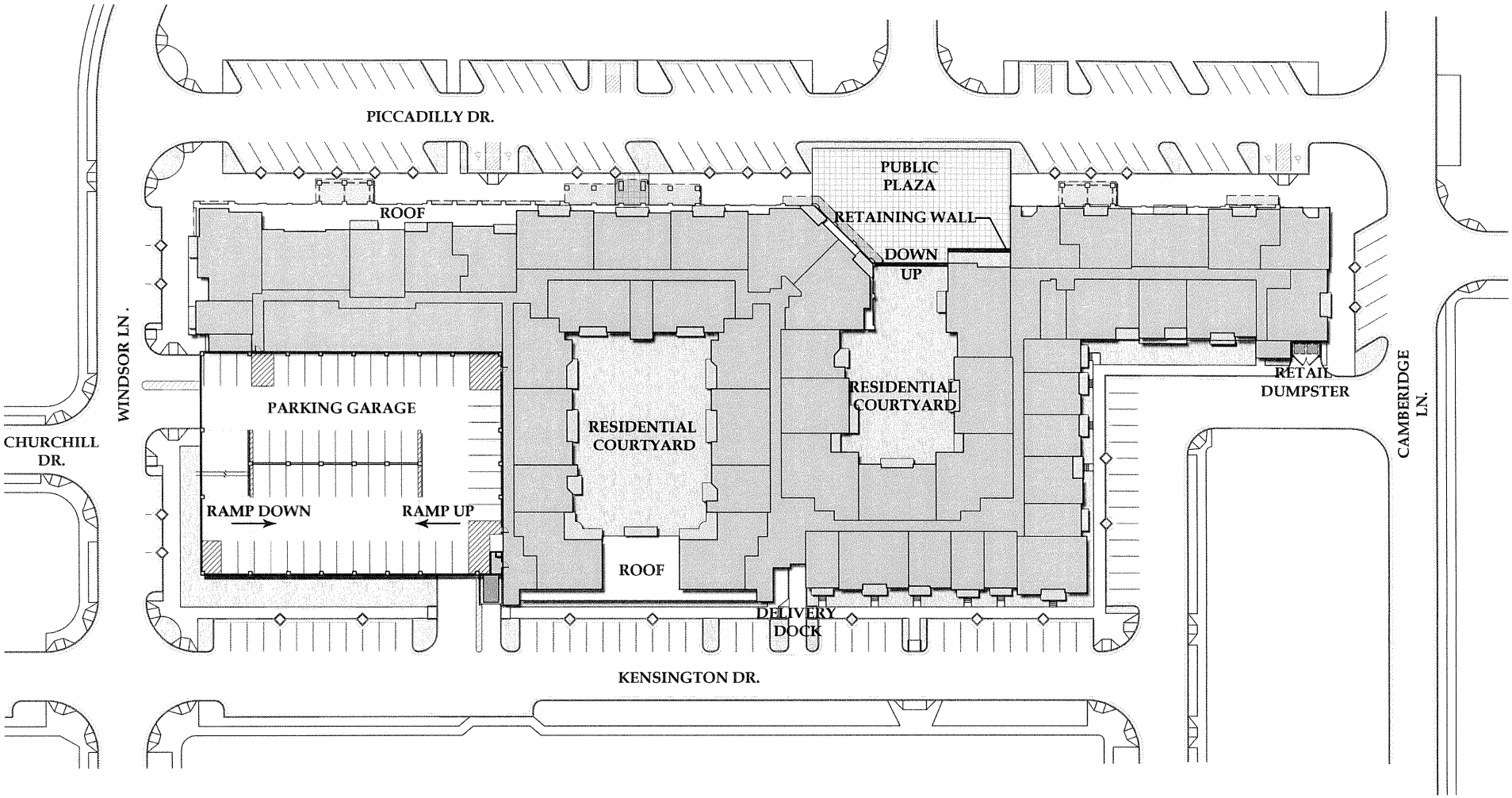


PROPOSED PRELIMINARY 2ND-3RD FLOOR PLAN

7 JUNE, 2013

SAWMILL VILLAGE

NSPJ
NEARING STAATS PRELOGAR & JONES AIA CHARTERED
ARCHITECTS



PROPOSED PRELIMINARY 4TH-5TH FLOOR PLAN

7 JUNE, 2013

SAWMILL VILLAGE

NSPJ
NEARING STAATS PRELOGAR & JONES AIA CHARTERED
ARCHITECTS

26

PROPOSED CONCEPT
BUILDING ELEVATOIN

7 JUNE, 2013

SAWMILL VILLAGE

NSPJ
NEARING STAATS PRELOGAR & 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	**DATE:**	**September 3, 2013**
PC REZ 13-0001	**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 unites 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 <u>or private open space</u> (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%* *(not including plaza area in ROW)*
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 tierred 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 tierred submittal requirements.

The tierred 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

_____
Gerald W. Nabours, Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Flagstaff Aspen Place, LLC

By: Flagstaff Aspen Place, LLC
Its Manager

By:_____
Name: Brett Heron
Its: Manager

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: Neil Gullickson, Planning Development Manager

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE:

Consideration and Adoption of Resolution No. 2013-29: A resolution approving a Pre-Annexation Agreement between the Grand Canyon Trust and the City of Flagstaff, Arizona, opening the opportunity for a connection to the City sewer system.

RECOMMENDED ACTION:

1) Read Resolution No. 2013-29 by title only
2) City Clerk reads Resolution No. 2013-29 by title only (if approved above)
3) Adopt Resolution No. 2013-29

Policy Decision or Reason for Action:

State law allows cities to enter into pre-annexation agreements by resolution. The proposed Pre-Annexation Agreement governs the terms and conditions of the annexation, zoning and development of the subject property.

Financial Impact:

No impacts are anticipated.

Connection to Council Goal:

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

Has There Been Previous Council Decision on This:

None for this application. The Council at their September 7, 2010 meeting approved Resolution No. 2010-55 approving a pre-annexation agreement between Plateau Partners Group and the City. This agreement allowed sewer connection to the site that was once Northland Publishing located across Fort Valley Road from the Grand Canyon Trust Property. (This pre-annexation will also allow the Trust to connect to the City's sewer system.)

Options and Alternatives:

The City Council may approve, deny, or modify the agreement as necessary to ensure that the development meets the objectives of the Regional Land Use Plan and the City's development goals.

Background/History:

The Grand Canyon Trust's facility is located at 2601 North Fort Valley Road, just outside of the City's corporate boundary and within the regulatory jurisdiction of Coconino County (see attached map). Currently two structures are located on the site, including a recently constructed building which is used for their volunteer program. This building includes a kitchen for the preparation of food for field trips. The trust has signed an agreement with Coconino County which prohibits the installation of sinks in the new kitchen until additional sewer capacity is demonstrated.

The attached letter from the applicant indicates the Trust's desire to hook into the City's sewer system and abandon the use of the septic system.

The City's Water Commission reviewed and unanimously approved a recommendation by City staff that this property be allowed to connect to the existing sewer main located in Fort Valley Road and that the approval is contingent upon the approval of a pre-annexation agreement.

The site is located adjacent to Fort Valley Road; under Fort Valley Road the City owns and maintains an 8-inch sewer main.This portion of Fort Valley Road is currently owned and maintained by ADOT. Previous to this time, ADOT has been reluctant to allow cutting of the pavement and trenching within their ROW. ADOT has scheduled, for next spring, a pavement preservation and overlay for this section of Fort Valley Road. ADOT has indicated to City staff that if sewer taps are needed, the physical construction (pavement cuts and trenching) must take place before it begins its maintenance program.

Late in 2012, City staff received a conceptual annexation application that included this and several other properties adjacent to the Trust property. As part of the review, it was discovered that all but one critical property owner was willing to participate in the annexation. Staff understands that the recent death of the property owner has left the estate in a "make no change" position. As such, that application has not moved forward though staff understands that the other property owners continue to be interested in annexation if/when annexation can be supported.

Key Considerations:

The existing development requires sewer services to be provided by the City. City policy is to require annexation before providing services. In cases where annexation is not practical at this time, a pre-annexation agreement is recommended. The site is currently served by City water and has been for a number of years. With the Pre-Annexation Agreement, the City agrees to provide sewer services to the property prior to the property's annexation into the City. When it becomes legally permissible, the City will take such action as is necessary to annex the property. The proposed agreement also requires the owner to abandon the existing septic system after connection to the City's sewer system.

Community Benefits and Considerations:

Connection to the City's sewer system will mitigate any impacts the existing or an expanded septic system might have on the Rio de Flag.

Community Involvement:

None. A pre-annexation agreement does not require public or neighborhood notification.

Attachments: Res. 2013-29
Pre-Anx Agreement
WC Minutes 10-17-2013
GCT Letter
Location map

RESOLUTION NO. 2013-29

A RESOLUTION OF THE CITY OF FLAGSTAFF, ARIZONA APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE GRAND CANYON TRUST

RECITALS:

WHEREAS, the Grand Canyon Trust, an Arizona non-profit corporation ("Owner"), owns approximately 1.15 acres of real property at 2601 North Fort Valley Road in Coconino County, Arizona, legally described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, although Owner desires to annex the Property into the City of Flagstaff, annexation is not legally permissible at this time as the Property, though it adjoins the existing boundary of the City, does not meet the dimensional prerequisites for annexation found in A.R.S. § 9-471(H); and

WHEREAS, Owner and the City of Flagstaff wish to enter into a Pre-Annexation Agreement, a copy of which is attached to the Staff Summary Report submitted in support of this Resolution, in order to facilitate the eventual annexation of the Property and to address issues related to the Property's future development within the City's municipal boundaries; and

WHEREAS, A.R.S. § 9-500.05 authorizes municipalities to enter into development agreements for the purpose of addressing issues related to annexation.

ENACTMENTS:

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

SECTION 1. The Pre-Annexation Agreement proposed by City staff and the Owner and submitted as an attachment to the Staff Summary Report for the Council meeting of November 19, 2013, is hereby approved, and the Mayor is authorized and directed to execute the Agreement on behalf of the City of Flagstaff.

SECTION 2. 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 Resolution, including, but not limited to, the recording of any necessary documents in the Office of the Coconino County Recorder.

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

EXHIBIT A

Legal Description for APN 111-01-012C Grand Canyon Trust

Sixteenth: SE Quarter: SW Section: 04 Township: 21N Range: 07E BEG S4 COR SEC 4; TH N 89-57-47 E 36.08'; TH N 32-35-30 W 611.76' TO TPOB; TH N 32-35-30 W 179'; TH S 59-01-12 W 279.86'; TH S 32-35-30 E 179'; TH N 59-01-12 E 279.86' TO TPOB LESS THE FOLLOWING DESC TRACT; COMMEN- CING AT SE COR SEC 4 21N-07E; TH ALNG S LINE OF SEC 4, S 89-54-33 W 2644.36' TO EXISTING R/W CENTERLINE OF US 180; TH ALNG R/W CENTERLINE N 32-38-45 W 632.02'; TH ALNG SAID R/W CENTERLINE ALNG A CURVE RIGHT 146.01'; TH S 59-32-39 W 33' TO EXISTING WLY R/W OF US 180 AND THE POB; TH S 59-32-39 W 7'; TH N 29.34.19 W 32.39' TO NLY LINE OF ABOVE DESC PROP; TH ALNG NLY PROP LINE N 58-57-57 E 6.64' TO SAID EXISTING WLY R/W LINE; TH ALNG EXISTING WLY R/W ALNG CURVE LEFT 32.46' TO POB.

PRE-ANNEXATION AGREEMENT
BETWEEN THE CITY OF FLAGSTAFF AND THE GRAND CANYON TRUST

This Pre-Annexation Agreement (the "Agreement") is made and entered into this _____ day of _____, 2013 by and between the City of Flagstaff, an Arizona municipal corporation (the "City") and the Grand Canyon Trust, an Arizona non-profit corporation, with its principal office located at 2601 North Fort Valley Road, Flagstaff, Arizona 86001 (th e "Owner") (collectively "Parties").

RECITALS

A. The Owner owns certain parcels of real property depicted and legally described in **Exhibit A** attached hereto. For purposes of this Agreement, the parcel described in this exhibit is referred to as the "Property."

B. The Property is currently located in an unincorporated area of Coconino County, Arizona. Although the Parties desire to annex the property into the City, annexation is not currently legally permissible because the Property, though it adjoins the existing boundary of the City, does not meet the dimensional prerequisites for annexation found in A.R.S. § 9-471(H). The Owner acknowledges and understands that other properties adjacent to the Property may be added to future annexation proposals in order to meet the dimensional prerequisites necessary for annexation of the Property.

C. The City has determined that entering into this Agreement will be in the best interests of the City and the public; will be a proper and legal exercise of City power; will promote orderly development of the Property and the surrounding area; and will promote the health, safety, welfare and economic development of the community in general.

D. The Owner believes that annexation of the Property into the City, and development of the Property pursuant to the terms of this Agreement, will result in significant benefits to the Property, increase certainty concerning the City's regulatory treatment of the Property, and provide assurances regarding infrastructure affecting the Property.

E. Pursuant to Flagstaff City Code §§ 2-04-001-0008 through 2-04-001-0009, the Owner has applied for out-of-City sewer service for the Property. The City's Water Commission has recommended the City grant this extension subject to the condition that the Owner agrees to the annexation of the Property.

F. A.R.S. § 9-500.05 authorizes the City to enter into a development agreement with the Owner for the purpose of establishing the conditions, terms, restrictions and requirements for annexation of the Property by the City and other matters relating to the future development of the Property.

G. The Owner's proposed development of the Property is in conformity with the City's Regional Land Use and Transportation Plan as of the date of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and agreements herein, the Parties hereto state, confirm and agree as follows:

1. Incorporation of Recitals and Exhibit. The foregoing recitals and exhibit are incorporated into this Agreement by this reference.

2. Annexation of Property. Owner hereby consents to the annexation of the Property into the City pursuant to A.R.S. § 9-471 *et seq.* When it becomes legally permissible for the City to annex the Property, the Owner will a) apply for annexation which includes executing and filing with the City an annexation petition as required by A.R.S. § 9-471 *et seq.* to initiate annexation, and b) sign any lawful annexation petition or other annexation document for the purpose of annexing the Property into the City of Flagstaff. The City will then hold such hearings and take such action as is necessary pursuant to A.R.S. § 9-471 *et seq.* to annex the property. Any successor(s) to Owner shall execute, file or sign any similar petitions or documents necessary to accomplish annexation of the Property.

3. Applicable Zoning. Pursuant to A.R.S. § 9-471(L), upon annexation, the City shall adopt a City zoning classification for the Property that permits densities and uses no greater than those permitted by Coconino County immediately before annexation.

4. Water and Sewer. The City agrees to provide sewer services to the Property, in accordance with the provisions of this Agreement and all applicable City, County and State requirements, prior to the Property's annexation into the City. The sewer shall be designated and extended by Owner at Owner's expense and in accordance with the City of Flagstaff Engineering Design and Construction Standards. The City, County and State shall provide joint review and approval of the construction plans and permits. The City

and County shall review and approve the development plans and permits and inspect the off-site sewer service installation(s).

5. Abandonment of Existing Septic System. The Owner agrees to properly abandon and decommission the Property's existing septic system facilities. Within ninety (90) days after connection to the City of Flagstaff sewer system, the Owner shall notify and submit a closure plan to the Arizona Department of Environmental Quality for approval. The closure plan shall meet the requirements, provisions and conditions contained in the Arizona Administrative Code and the existing City of Flagstaff Engineering Design and Construction Standards. All costs associated with the closing and proper decommissioning of the Property's septic system shall be the sole responsibility of the Owner. Within sixty (60) days of the closure plan being approved by the Arizona Department of Environmental Quality the Owner shall decommission and close the Property's septic system. The Owner agrees to provide the City's Utilities Department with written notice that a closure plan has been fully implemented within thirty (30) calendar days of completion.

6. Sewer Connection and Capacity Fees. Owner agrees that upon the extension of sewer services to the Property, Owner shall pay all fees required by the Flagstaff City Code as a condition for connection to the City's sewer collection system.

7. City Standards. The Owner agrees that if it develops the Property prior to annexation, it shall develop in general accordance with City development standards, and that it shall develop in specific compliance with City standards related to a) police and fire access and on-site needs, b) City design review standards, and c) City landscaping standards. Owner agrees to cooperate with the City to provide review by City staff during any development efforts through the County prior to annexation.

8. Waiver of Proposition 207 Rights. The Parties agree that the Property is subject to the provisions of Proposition 207, as adopted by the voters of the State of Arizona at the November 7, 2006, General Election, which is codified at A.R.S. § 12-1131, *et seq.* ("Proposition 207"). The Owner acknowledges that the Owner and the City are empowered to agree to a waiver of the terms and requirements of Proposition 207, in particular those items codified at A.R.S. § 12-1134, pursuant to A.R.S. § 12-1134(I). The Owner on behalf of itself and all other parties having an interest in the Property acknowledge and knowingly waives the provisions of Proposition 207, in particular A.R.S. §

12-1134, in connection with the future annexation of the Property as well as for any claim for diminution in value as a result of any subsequent rezoning of the Property by the City.

9. Negotiated Effort. The Parties agree that this Agreement represents the negotiated joint efforts of the Parties. In the event of a court of competent jurisdiction finds ambiguity, this Agreement shall not be construed against either Party in favor of a non-drafting Party.

10. Authority. All persons executing this document for the City and the Owner have all necessary and legal authority to enter into this Agreement for their respective corporations and the individual(s) executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the party on whose behalf such individual is signing.

11. Successors and Assigns. The burdens and benefits of this Agreement will run with the land and be binding and inure to the benefit of the parties hereto and their respective successor and assigns. Upon the transfer of any portion of the Property, the transferring party will be released from any liability arising after the transfer with respect to the portion of the Property transferred.

12. Jurisdiction. The laws of the State of Arizona shall govern this Agreement and, in the even of a dispute, venue shall be in Coconino County, Arizona.

13. Attorney's Fees. If legal action by either Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees and court costs.

14. Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled, in whole or in part and with respect to all or any portion of the Property, with the mutual written consent of the Parties hereto. Within ten (10) days after any such amendment or cancellation of this Agreement, the City will record such amendment or cancellation in the Official Records of Coconino County, Arizona.

15. Notice.

    15.1 Manner of Service. All notices, filing, consents, approvals or other communications provided for herein or given in connection herewith ("Notices") will be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered

or certified United States postal Service Mail, return receipt requested, postage prepaid to:

If to the City:	City of Flagstaff Attn: City Manager 211 West Aspen Avenue Flagstaff, Arizona 86001
With a copy to:	Flagstaff City Attorney's Office 211 West Aspen Avenue Flagstaff, Arizona 86001
If to the Owner:	The Grand Canyon Trust 2601 North Fort Valley Road Flagstaff, Arizona 86001
With a copy to:	Darcy R. Allen Statutory Agent 3055 W. Brenda Loop Flagstaff, Arizona 86001

or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address Notice will be given at least ten (10) days before the date on which the change is to become effective.

15.2 Mailing Effective. Notice given by mail must be certified and will be deemed delivered seventy-two (72) hours following deposit in the U.S. Postal Service, in the manner set forth herein, or the next business day if sent by overnight delivery or courier.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

17. Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be changed or added to except in the manner provided in Section 13. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representation and understandings or the City with any other parties, oral or written, other than

specifically incorporated herein by reference, regarding any portion of or all of the Property, are superseded by this Agreement.

19. Recordation. No later than ten (10) days after the City and the Owner have executed this Agreement, it will be recorded in its entirety by the City in the Official Records of Coconino County, Arizona.

20. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable all other provisions hereof.

21. Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

22. Term. This Agreement shall be effective upon its recordation and shall automatically terminate upon the effective date of the City Ordinance annexing the Property, provided, however, the City shall not discontinue applicable municipal services to the Property, once commenced, except as permitted by applicable law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as provided herein:

City of Flagstaff, an Arizona Municipal Corporation

By: _____
Gerald W. Nabours, Mayor

Date: _____

Attested by:

By: _____
City Clerk

Date: _____

Approved As to Form:

By: _____
City Attorney

Date: _____

OWNER:

The Grand Canyon Trust, an
Arizona non-profit corporation.

By:

By: _____
Name:
Title:

Date: _____

STATE OF ARIZONA)
) ss.
County of Coconino)

Subscribed and sworn to before me this _____ day of _____, 201__, by _____, the _____ of Plateau Partner Group, an Arizona general partnership.

_____
Notary Public

_____
My Commission Expires

EXHIBIT A

Legal Description for APN 111-01-012C Grand Canyon Trust

Sixteenth: SE Quarter: SW Section: 04 Township: 21N Range: 07E BEG S4 COR SEC 4; TH N 89-57-47 E 36.08'; TH N 32-35-30 W 611.76' TO TPOB; TH N 32-35-30 W 179'; TH S 59-01-12 W 279.86'; TH S 32-35-30 E 179'; TH N 59-01-12 E 279.86' TO TPOB LESS THE FOLLOWING DESC TRACT; COMMEN- CING AT SE COR SEC 4 21N-07E; TH ALNG S LINE OF SEC 4, S 89-54-33 W 2644.36' TO EXISTING R/W CENTERLINE OF US 180; TH ALNG R/W CENTERLINE N 32-38-45 W 632.02'; TH ALNG SAID R/W CENTERLINE ALNG A CURVE RIGHT 146.01'; TH S 59-32-39 W 33' TO EXISTING WLY R/W OF US 180 AND THE POB; TH S 59-32-39 W 7'; TH N 29.34.19 W 32.39' TO NLY LINE OF ABOVE DESC PROP; TH ALNG NLY PROP LINE N 58-57-57 E 6.64' TO SAID EXISTING WLY R/W LINE; TH ALNG EXISTING WLY R/W ALNG CURVE LEFT 32.46' TO POB.

WATER COMMISSION
October 17, 2013

SUMMARIZED MINUTES

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	OTHERS PRESENT
Brian Ketter	Hanna Cortner	Brad Hill	
Karin Wadsack	Lindsay Wagner	Ryan Roberts	
Dick Kersey		Jim Davis	
Brad Garner		Neil Gullickson	
Bob Shinham			
John Malin			
John Nowakowski			
Justin Ramsey			

I. CALL TO ORDER

Chair, Brian Ketter called the meeting to order at 4:00 p.m.

II. APPROVAL OF MINUTES – September 19, 2013

Moved by Brian Ketter and seconded by Dick Kersey that the minutes of September 19, 2013 be approved. All approved.

Chair, Brian Ketter announced Commissioner Lindsay Wagner's request for resignation effective October 2013. The Water Commission thanked Lindsay for her years of service serving as a member.

III. PUBLIC PARTICIPATION – None

IV. NEW BUSINESS

A. Out-of-City Sewer Service Request (2601 Fort Valley Rd) – Jim Davis & Neil Gullickson

Mr. Rick Moore, Director of Recreation and Outreach, Grand Canyon Trust is requesting an out of City sewer service connection to service the existing buildings on the property located in a County island at 2601 Fort Valley Rd. The property currently has a septic system that has reached its maximum capacity and they are unable to install kitchen sinks or bathrooms in their new building until connection to the City sanitary sewer has been completed. The property, by itself, meets neither the minimum width nor depth requirement identified for annexation by the ARS. ARS requires minimum 300' adjacent to a city boundary and minimum 200 feet of depth from that line. This site has 279-feet of adjacency and 179-feet of depth.

Staff recommends approval of the request for out of City sewer service contingent on the owner entering into a pre-annexation agreement for the service. The pre annexation agreement shall be attached to the property deed so that it will transfer to future property owners in the event the current owner sells or subdivides the property. The site has been serviced by the City of Flagstaff with a ¾" water meter for well over forty years. In order to add the additional fixtures, a connection to the City's 8" sewer main line at the front of the property in Ft Valley Road is required.

The City Code requires that all water taps or connections made outside the corporate limits of the City shall be 110% of the standard charges, fees and/ or deposits. Before connection to the sewer

service is made, the applicant will pay sewer capacity fees based on the size of the existing water meter.

Moved by John Nowakowski and seconded by Brian Ketter to recommend to Council to approve the Out-Of-City sewer service request as presented. Motion passed.

V. OLD BUSINESS

A. Rate Study Scope of Work – Ryan Roberts

Ryan distributed a written working document and indicated he revised his intent and wants to try to get this prepared for Council. The intent is to get in agreement of the methodologies to lineout the Rate Consultant before they start the study.

City staff has previously discussed the following policies which involve the settings of Utility rates. The associated water policy section is referenced.

- Debt service goal of 20% reference policy# A 1.1
- Fixed costs v. commodity costs; reference policy# A 3.1
- Reclaimed water rates based on cost of service; reference policy# A 3.4

Policy Item 1- Which methodology should be used for establishing rates for out-of-City customers; rates for load-out customers

Current Methodology:

We currently use the Cost of service (COS) process for all customer classes including load out customers and then add 10% for out-of-City customers. Under this methodology, revenue requirements are allocated to the different user classes proportionate to their use of the water system. Allocations are based on average day (base), maximum day peak (Max Day) usage, maximum hour peak (Max Hour) usage, meters and services, billing and collection, and fire protection. Use of this methodology results in an AWWA accepted cost distribution amongst customer classes and a means of calculating and designing rates to proportionately recover those costs.

Proposed Methodology:

An alternative methodology used for establishing rates to out-of-city customers is the "Utility basis method". This method of calculation is commonly used by investor-owned or privately held utilities because it features a rate-of-return on invested capital component as part of the revenue requirement calculation. This rate-of-return component is used to compensate the utility's owners for the rate base assets they invested in to provide service. In many circumstances, the utility basis method is also used by publicly-owned municipal utilities investing in rate base assets to provide service to customers in adjoining outside city jurisdictions. Conceptually, inside city customers are viewed as the owners of; or investors in, the municipal utility providing service to outside city customers. Thus, the rate-of-return on invested capital component of the municipal utility's outside city revenue requirement allows inside city customers to be compensated for the rate base assets they invested in to provide outside city service.

The utility basis method used by City of Flagstaff recognizes inside city customers as owners of The Utility system who deserve a return on the investment they have made in the assets used to finance outside city service. Additionally, inside city customers must also be compensated for the annual loss in value (as measured by depreciation) of this rate base. The use of this methodology is also AWWA accepted.

GRAND CANYON TRUST

Mr. Neil Gullikson
Planning Development Manager
Community Development
211 W. Aspen Ave.
Flagstaff AZ 86001

Dear Mr. Gullickson:

I am writing on behalf of the Grand Canyon Trust, a regional conservation non-profit organization located at 2601 North Fort Valley Road. The purpose of this letter is to inform you that the Trust, located on county land within the Flagstaff city limits, is interested in beginning the process to sign a pre-annexation agreement with the city.

Currently, the Trust uses a septic system for waste disposal. However, our building is located near the Rio de Flag and we have long believed that being on city sewer makes sense for both the Trust and the city. In addition, we have recently constructed a new building for our volunteer program that has a kitchen for preparing food (no cooking) for field trips. We have signed an agreement with the county to not install the sinks in the new kitchen until we have secured additional sewer capacity. We believe that the potential environmental benefits of hooking into the city sewer are significant.

Simply put, we are proposing that the Trust sign a pre-annexation agreement with the city that allows us to install a service line from our property to the sewer line located in front of our property under US Highway 180. Mogollon Engineering is working with the city utilities division and the Arizona Department of Transportation to design the sewer service.

I'd appreciate any guidance and assistance that you can provide to move this effort forward.

Sincerely,

Rick Moore

Rick Moore
Grand Canyon Trust
928-774-7488
rmoore@grandcanyontrust.org

City of Flagstaff Web Map

GCT Pre-Annexation

Wed Oct 23 2013 09:42:54 AM.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE:

Discussion of Resolution No. 2013-30: A resolution amending the Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from Parks and Recreation to High Density Residential (Changing Land Use Designation for Trailside Apartments). ***The Public Hearing for this item will be held on December 3, 2013.***

RECOMMENDED ACTION:

Council discussion and public comment.

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this Regional Plan amendment request at its regular meeting on October 23, 2013. The Planning Commission voted (7-0) to forward the request to the City Council with a recommendation of approval. Regional Plan amendments are required to be adopted by resolution.

Financial Impact:

None

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

This Regional Plan amendment request is accompanied by a Zoning Map amendment request.

Options and Alternatives:

The City Council may approve, deny, or modify the resolution as necessary to ensure that the development meets the objectives of the Regional Land Use and Transportation Plan and the City of Flagstaff's development goals.

Background/History:

See the Introduction and Discussion section of the Planning and Zoning Commission Regional Land Use and Transportation Plan Amendment Staff Report, dated October 23, 2013, a copy of which is attached, for the Background/History discussion.

Key Considerations:

Regional Plan amendments are adopted by the City Council via resolution. Resolution No. 2013-30 changes the land use designation of approximately 4.02 acres from Parks and Recreation to High Density Residential.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this Regional Plan amendment request are addressed in the attached Planning and Zoning Commission Regional Land Use and Transportation Plan Amendment Staff Report, dated October 23, 2013.

Community Involvement:

Inform

The Developer held a neighborhood meeting on September 6, 2013, at which sixteen people attended. Notice of the neighborhood meeting was provided in accordance with the Zoning Code. The results of the neighborhood meeting are included in the Citizen Participation Plan and Report, a copy of which is included in the attached Planning and Zoning Commission Attachments. The Planning and Zoning Commission conducted a Public Hearing on October 23, 2013. Notice of that Public Hearing was provided in accordance with State statute and the Zoning Code. At the Planning and Zoning Commission meeting, one member of the public provided comments expressing concern about traffic, parking, and the possibility of the proposed development compromising the views to the mountains. The member of the public further commented that they would rather see an apartment complex developed on on the subject property rather than a commercial use.

As of this writing, staff has received one letter, from the Sinclair Springs Townhomes Owners Association, and one phone call. The letter expressed concerns over parking and building height, as it related to the view of the mountains. The caller was looking to gather additional information related to the proposal and stated that a comment letter would be forthcoming. To date, staff has not received that letter.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Regional Plan amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Resolution No. 2013-30.
- The City Council may approve the Regional Plan amendment with modifications to the resolution.
- The City Council may deny the Regional Plan amendment.

Attachments: Res. 2013-30
CC Public Hearing Legal Notices
Draft PZC Minutes (10/23/2013)
PZC Staff Report

PZC Staff Report Attachments (1 of 2)
PZC Staff Report Attachments (2 of 2)

RESOLUTION NO. 2013-30

A RESOLUTION AMENDING THE FLAGSTAFF AREA REGIONAL LAND USE AND TRANSPORTATION PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 4.02 ACRES OF REAL PROPERTY LOCATED AT 600 WEST UNIVERSITY HEIGHTS DRIVE FROM PARKS AND RECREATION TO HIGH DENSITY RESIDENTIAL

RECITALS:

WHEREAS, the Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on November 13, 2001 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 21, 2002; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 9-461.06 and the Regional Plan, the City has consulted with, advised and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E).

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to change the land use designation for approximately 4.02 acres of real property located at 600 West University Heights Drive from Parks and Recreation to High Density Residential.

ENACTMENTS:

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

SECTION 1. That the Flagstaff Area Regional Land Use and Transportation Plan is hereby amended to change the land use designation for approximately 4.02 acres of real property

located at 600 West University Heights Drive, and more particularly depicted in **Exhibit "A"**, attached hereto and incorporated by this reference, from Parks and Recreation to High Density Residential.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

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

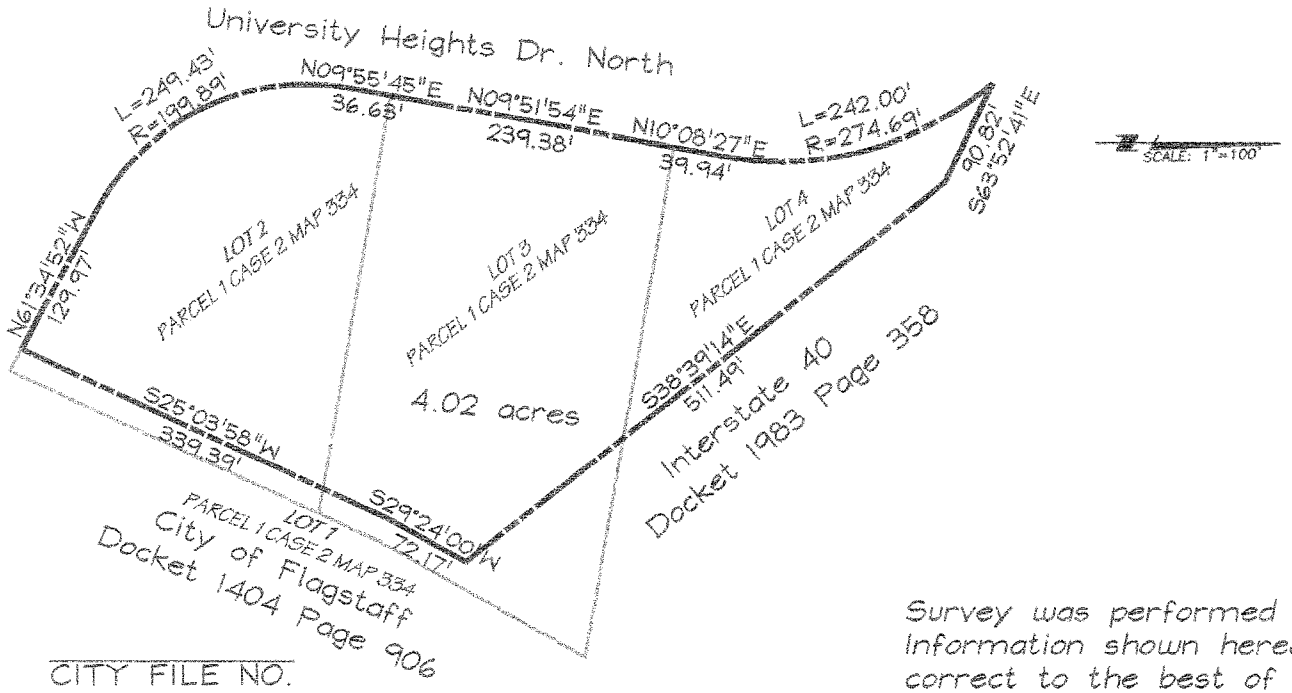
EXHIBIT "A"

TO

RESOLUTION NO. 2013-30

REZONING LEGAL DESCRIPTION
OF
INSTRUMENT 3564866

PORTIONS OF LOTS 2, 3, & 4 OF PARCEL 1, DIVISION OF LAND MAP RECORDED IN CASE 2 MAP 334 AND A PORTION OF "COMMERCIAL AREA" AS SHOWN ON FINAL PLAT OF UNIVERSITY HEIGHTS, CASE 2 MAP 276, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



CITY FILE NO.

DESCRIPTIVE TITLE

Survey was performed in July of 2012. Information shown hereon is true and correct to the best of my knowledge.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 2/11/13
ARIZONA U.S.A.

Expires on 3/31/15

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY:

PROJECT NO. 12965

DATE: 2/11/13

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B
LEGAL
DESCRIPTION

ZONING

Notice is hereby given that the City of Flagstaff will hold a

PUBLIC HEARING

At Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, Arizona

6:00 p.m. on December 3, 2013

For the purpose of considering the following:

REGIONAL LAND USE AND TRANSPORTATION PLAN AMENDMENT FROM PARKS TO HIGH DENSITY RESIDENTIAL AND ZONING MAP AMENDMENT FROM SUBURBAN COMMERCIAL (SC) TO THE HIGH DENSITY RESIDENTIAL (HR) RELATED TO 4.02 ACRES LOCATED AT 600 W. UNIVERSITY HEIGHTS DRIVE N.

Interested persons may appear at the meeting and be heard for or against any proposed action regarding the area, or may file a written statement.

For Information Contact

Brian Kulina, Planning Development Manager
211 W Aspen Avenue, Flagstaff, AZ 86001
bkulina@flagstaffaz.gov, (928) 213-2613

City of Flagstaff

Posted November 1, 2013 at 600 W University Heights Dr N by Brian Kulina

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will hold a Public Hearing on November 19, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered:
A proposed Regional Land Use and Transportation Plan amendment from Parks to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

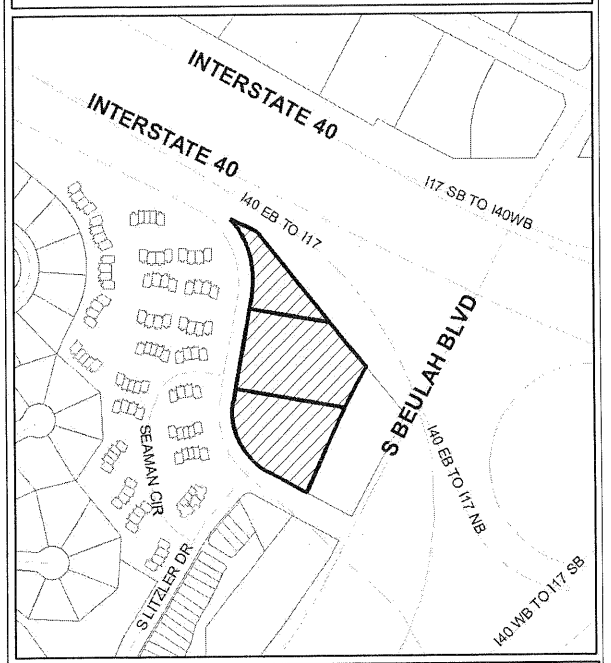
The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

B. General Description of the Affected Area:
Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov

Publish: November 1, 2013

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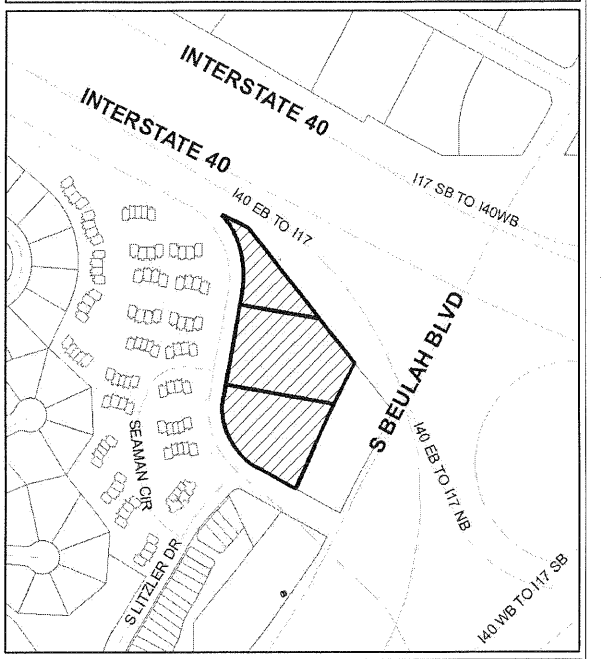

APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov

Mail: November 1, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

APN		Name	Address	City/State/Zip	Subdivision
11263095		3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081		ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	600 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	700 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	800 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157		ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190		ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158		ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182		ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165		BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093		BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067		BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059		CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	3101 S BEULAH BLVD	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058		CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHIANNON JT	4532 W COMMONWEALTH PL	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079		COLLINS JOSHUA DOUGLAS	3200 LITZLER DR 10-140	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105		COOPER FRANK L & WINNIE L CPWROS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098		DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099		DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204		DENHAM KYLE	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187		DERIEUX NICHOLAS A & CORRIEN CPWROS	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094		DONALDSON RACHEL	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159		DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097		EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257037	3264 S LITZLER DR	EVANS BRYAN M & ELLA M	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263102		FINE DEBORAH M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096		FLEMING WILLIAM A & VIOLA	474 PLAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086		GARCIA JESHUA DAVID G	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085		GARN STEVE L & MELANIE PANLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066		GERLAK ROBERT J & JANNA M CPWROS	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170		GINTHER BRYAN D	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205		GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089		GOLOB DEVELOPMENT LLC	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104		GREEN LIGHT INVESTMENTS LLC	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	3250 S LITZLER DR	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263189		HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168		HEAL PROPERTIES LLC	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080		HEITLAND ANN RAE	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172		HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207		HISER BOB & DONNETTA	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075		IMAM SYED AHSAN	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203		JACOBS JONATHAN J	3200 LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083		JDS EST III LLC	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185		JIBRI LLC	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073		KELLAR ROBERT PHILIP & MYONG S	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162		KING DAVID	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074		KINNEY KAREN ELIZABETH	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076		LAPENTA ZACHARY T	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175		LEE LANA A	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065		LEE MARGARET M JT ; JANIS ANTHONY JT	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171		LIANG-DEMIGUEL BERNADETTE	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100		LITZLER LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161		MCDERMOTT/ZICKERMAN LLC	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106		MCDONALD JOSEPH D & RACHAEL L	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160		MCVEY STEVE & LINDA CPWROS	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263088		MILLER FAMILY LIVING TRUST DTD 4-27-10	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263101		MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263178		MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179		NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071		NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152		NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200		NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154		O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174		ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090		PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173		PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062		RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078		REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	3254 S LITZLER DR	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183		ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153		ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103		ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184		ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092		SCHRACHTA JOHN C	3200 S LTIZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186		SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166		SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084		SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043		SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202		SMITH MATTHEW V AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107		SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169		SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201		T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191		TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188		TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069		TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063		WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	3260 S LITZLER DR	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196		WELLS THEODORE	430 EAST ST	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263082		WHITE JANET LEE	3200 S LITZLER DR NO 10-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164		WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087		WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192		ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, October 23, 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; Jim McCarthy; Justin Ramsey; Tina Pfeiffer; Stephen Dorsett, Vice Chairman; Steve Jackson; Paul Moore

CITY STAFF:

Mark Sawyers, Staff Liaison

Brian Kulina, Planning Development Manager

Kimberly Sharp, Comprehensive Planning Manager

Becky Cardiff, Recording Secretary

GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

1) Regular meeting of October 9, 2013.

Motion: Move to approve the minutes of the Regular Meeting of October 9, 2013, as submitted **Action:** Approve as submitted **Moved by:** Commissioner McCarthy **Seconded by:** Commissioner Jackson. Motion carried unanimously with Commissioner Moore abstaining due to his absence at the meeting.

PUBLIC HEARING

1. Trailside Apartments

Address:	600 W University Heights Drive North
Assessor's Parcel Number:	112-20-013A, 014B, 015B
Property Owner:	Chason Development
Applicant:	Mogollon Engineering
Application Number:	**PGMG 2013-0001**
City Staff:	Brian Kulina
Action Sought:	Regional Land Use and Transportation Plan Amendment

A Regional Land Use and Transportation Plan amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on the resource protection calculation in conjunction with the Affordable Housing Incentive Policy.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, introduced the Development team for the proposed project and indicated they were available for questions.

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

Public Comment:

Ms. Berta Glawischnig, resident of The Village of University Heights, expressed concern about traffic, parking and the possibility of the proposed project compromising the viewshed. She indicated she would rather have apartments instead of something like a Wal-Mart.

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

Discussion was held about the proposed project. Chairman Carpenter expressed his concern about voting on the Regional Plan Amendment before hearing staff's presentation on the rezoning application which follows. He recommended to the Commission to postpone voting on this application until the rezoning application is heard.

2. Trailside Apartments

Address:	600 W University Heights Drive North
Assessor's Parcel Number:	112-20-013A, 014B, 015B
Property Owner:	Chason Development
Applicant:	Mogollon Engineering
Application Number:	**PREZ 2013-0002**
City Staff:	Brian Kulina
Action Sought:	Zoning Map Amendment

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone . to the High Density Residential (HR) zone.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on access, parking and the allowed reductions.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, discussed the parking reduction was given due to the proximity to a bus station and also expressed the owner would like a Development Agreement drafted just as much as the city so he doesn't believe that it should be a condition of the project. He also discussed traffic, access conditions and each building will have rainwater harvesting. Mr. Hotsenpillar also answered questions on flood zone issues.

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

Public Comment: None

Motion: Motion to close the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Vice Chairman Dorsett. Motion carried unanimously.

Discussion was held on the proposed project.

Motion: Motion to forward to City Council for approval application PGMG 2013-0001 , to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Dorsett. Motion carried unanimously.

Motion: Motion to forward to City Council for approval application PREZ 2013-0002, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone to the High Density Residential (HR) zone **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Moore. Motion carried unanimously.

Little America Hotels & Resorts

Address:	2515 E Butler Avenue
Assessor's Parcel Number:	106-09-001, 106-09-002, 106-04-005B, 106-04-009F, 106-10-002, 106-10-001D, 106-10-001C, 106-10-001B, 104-12-004
Property Owner:	Holding Family
Applicant:	Little America Hotels & Resorts, Inc.
Application Number:	**PSPR 2013-0013**
City Staff:	Kimberly Sharp
Action Sought:	Major Regional Plan Amendment

A Major Regional Plan Amendment request from Design Workshop, Inc. on behalf of the Holding Family, to amend land use designations of approximately 505 acres located at 2515 E Butler Avenue from Planning Reserve Area (PRA) to Regional Commercial, High-Density, Medium Density, and Low Density Residential, and Urban Open Space.

Ms. Sharp gave a brief introduction of the proposed project and then introduced the development team.

PLANNING AND DEVELOPMENT SERVICES REPORT
REGIONAL LAND USE AND TRANSPORTATION PLAN AMENDMENT

PUBLIC HEARING
PGMG 2013-0001

DATE:	**October 15, 2013**
MEETING DATE:	**October 23, 2013**
REPORT BY:	**Brian Kulina**

REQUEST:

A Regional Land Use and Transportation Plan amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Regional Land Use and Transportation Plan amendment to the City Council with a recommendation for approval.

PRESENT LAND USE:

Undeveloped located in the Park and Recreation land use category.

PROPOSED LAND USE:

High Density Residential land use category that would accommodate the development of 11-unit, multi-family residential apartment complex.

NEIGHBORHOOD DEVELOPMENT:

North: Interstate-40 and Woodland Village Shopping Center; Commercial Regional/Community land use designation
East: Interstate-17, Circle K, and Table Rock Apartments; Urban Open Space and High Density Residential land use designation
South: Townhomes; Urban Open Space land use designation
West: Village at University Heights Condominiums; High Density Residential land use designation

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find that the proposed Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment meets the requirements of Section 11-10.10.020 of the General Plan and Subdivision Code (City Code Title 11).

In considering the request for an amendment to the Regional Plan, the goals and policies set forth as guidelines should be weighed against the requested changed. "General plans are not static documents; they recognize growth as a dynamic process, which will require revisions to the plan as circumstances, prudent, and compelling reasons warrant" (the Regional Plan, Page 1-9).

PGMG 2013-0001
October 23, 2013

STAFF REVIEW:

Introduction and Discussion

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a minor Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment to ensure conformance with a proposed Zoning Map amendment for the development of a 111-unit, multi-family residential apartment complex known as "Trailside Apartments." The subject property is located at 600 W University Heights Drive North and contains approximately 4.02 acres. Vehicular access to the site is provided from University Heights Drive North. Pedestrian and bicycle access to the site is provided from University Heights Drive North and Beulah Boulevard. The subject property contains forest resources, which will be protected in accordance with the Resource Protection Standards found within Section 10-50.90 of the Zoning Code (Page 50.90-1); however, there are no slope or floodplain resources on-site.

A Zoning Map amendment request, which is directly related to this application, has been scheduled for Planning and Zoning Commission consideration immediately following final action on this application.

Regional Land Use and Transportation Plan Amendment Request

The request before the Planning and Zoning Commission is to change the land use designation for the subject property on Regional Land Use Map from Parks and Recreation category to High Density Residential category. Staff has attached excerpts from the Land Use and Growth Management Element, the Housing and Neighborhoods Element, the Transportation Element, and the Community Character and Design Element of the Regional Plan to this report.

Applicable General Plan Goals and Policies

Goal LU1 (Land Use and Growth Management)
"Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provide a choice of housing types and supporting non-residential uses within walking distances." (Regional Plan, Page 2-5)

Policy LU1.7 – Promote Infill Development
"If properly designed, infill development can serve an important role in achieving quality, mixed-use neighborhoods. The Regional Plan promotes infill development in the city's Urban Growth Boundary, in preference to development of outlying or more remote lands adjacent to the city. Development of infill areas in the city shall occur in a manner that is in character and context with existing, surrounding development. In some instances, sensitively designed, high quality infill development can help stabilize and revitalize existing older neighborhoods." (Regional Plan, Page 2-11)

Policy LU1.9 – Promote Quality Design
"The Regional Plan promotes quality design and development. Particular emphasis shall be placed on improved character of the public realm, including attention to streetscape design, and sensitivity to the neighborhood character and context for new development in or near existing neighborhoods. Quality design shall be an important element in successful infill development and redevelopment. In addition, plan policies have been developed which address design standards that minimize risk due to natural hazards, such as floods and wildfire." (Regional Plan, Page 2-13)

Goal HN1 (Housing and Neighborhoods)
"The supply of affordable home ownership, rental, and special needs housing units affordable to low- and moderate-income households will be increased." (Regional Plan, Page 2-30)

Goal T3 (Transportation)
"The region's development pattern will support a diverse range of transportation choices, including transit, walking and bicycling, as well as driving." (Regional Plan, Page 3-10)

Policy OSPR1.6 – Provide Parks, Open Space, and Recreation Facilities throughout the Region
"Integrate parks, opens space, and recreational facilities when suitable with other public facilities. Recreational use and regional open space land may be permitted where it is consistent with the Land Use Plan and other policies. Active and passive recreational sites shall be located throughout the region to diffuse the impact of growth and development. The location of recreational sites on the interface areas between the city and county shall be used as a means to provide recreational uses to nearby city and county residents." (Regional Plan, Page 4-6)

Strategy OSPR1.6(c) – Acquire and Designate Lands for Parks/Recreations
"Acquire additional park/recreation lands, and/or designated City-owned lands, to accommodate growth and eliminate deficiencies." (Regional Plan, Page 4-6)

Goal CD2 (Community Character and Design)
"The Flagstaff region will continue to protect its unique character that reflects its forested setting of ponderosa pine trees, pinon and juniper vegetation, and meadows through quality design and development. Emphasis will be placed on quality design in both the public realm – streets, civic buildings, and other public spaces – as well as the private realm – commercial buildings, work places, and housing. Preservation of vegetation and wildlife are part of the quality design and development process." (Regional Plan, Page 5-4)

<u>Policy Analysis</u>

Goal LU1 and Policies LU1.7 and LU1.9, as listed above, have been partially addressed by the design and location of the proposed project, in that the property is considered an "in-fill" project, and is located within the city's Urban Growth Boundary. The proposed development of 111-unit, multi-family residential apartment complex provides a compact land use pattern and additional housing type to an existing neighborhood. Furthermore, the subject property is located within walking distance to a range of services, including a convenience store and the Woodlands Village shopping center, and has convenient access to major transportation corridors like Interstate-17, Interstate-40, and Milton Road.

Policy LU1.9 and Goal CD2 address improvements to the character of the public realm and designing a new development to be compatible with the context of nearby neighborhoods, while maintaining a sense of connection to the region's natural setting. This has been addressed through an enhancement to the streetscape design with the addition of median landscaping and the repair of sidewalks along University Heights Drive North. In addition, several large ponderosa pines have been preserved throughout the site to help maintain a sense of connection to the natural environment. Site design enhances the public realm by practicing "building forward" and locating the buildings adjacent to the intersection of University Heights Drive North and Beulah Boulevard and adjacent to Sinclair Wash. Perimeter parking provides a buffer along University Heights Drive North between the existing residential and the proposed development. The carriage units are located to provide additional buffering between Interstate-40 and the development. The architectural style of the buildings follows a theme found locally and within the region.

Goal HN1 seeks to increase the supply of affordable housing in the community. A Development Agreement between the City of Flagstaff (the "City") and Chason Development has been drafted and includes an affordable rental component that

provides for 14 percent of the residential units, 12 units total, to be set at an average of 80-percent Area Median Income for a period of 30 years.

Goal T3 is addressed through a variety of transportation choices that will be available for the residents of the project. A public transit stop for Route 4 of the Mountain Line service line is located approximately one-fifth of a mile from the intersection of University Heights Drive North and Beulah Boulevard and a stop for Route 10 of the Mountain Link service line located approximately two-fifths of a mile from the intersection of University Heights Drive North and Beulah Boulevard. A series of pedestrian paths link all areas of the project internally, while existing sidewalks and the Flagstaff Urban Trail System (FUTS) will provide external bicycle and pedestrian links to adjacent development and the regional network.

Policy OSPR1.6 and Strategy SOPR1.6(c) contemplate the acquisition of additional property to accommodate growth and eliminate park and recreation deficiencies. The current Regional Plan land use designation for the subject property is Parks and Recreation. To date, the City has made no effort to acquire this private property for conversion to a City-owned park. While the City of Flagstaff Parks and Recreation Organizational Master Plan identifies a park deficit in and around the University Heights neighborhood, conversations with the Parks Section has concluded that the subject property is not feasible for the development of a park as it does not meet the geographic location for a west side park and furthermore, the site does not meet the minimum size recommendation of 8 acres or greater, and the City has no funds currently available for the purchase of the property.

While it is not necessary to list all the possible goals, policies, or strategies of the Regional Plan, it should be apparent that there are other goals, policies and strategies that support the need for additional housing types, particularly when the neighborhood is developed with compatible and interconnected land uses, such as single-family residential, regional commercial, and the proposed apartments. This land use combination creates a mixed-use neighborhood. Development of this nature establishes a more pedestrian friendly environment and increases the sustainability of the community by providing additional travel modes and reduced vehicle trips.

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

Water and Sewer System, Stormwater Impacts, and Traffic Impacts

The Zoning Map amendment request requires preparation and submittal of a Water/Sewer Impact Analysis, a Drainage Impact Analysis, and a Traffic Impact Analysis. Review of those analyses have determined that the subject property has adequate water supply and pressure, existing sewer capacity to meet the needs of the development, and fully improved street facilities. Additional information regarding the impacts of development on the City's infrastructure system can be found in the accompanying Zoning Map amendment staff report.

Parks, Schools, and Fire Protection

The closest existing City-owned park to the subject property is Bow and Arrow Park located approximately three-fifths of a mile away. In order to offset the impact of additional residents on the current park system, it has been recommended, with the concurrence of the Parks Section and the agreement of the Developer, that the proposed development include a playground structure, in addition to any amenities provided within the clubhouse, that are designed to meet the needs of children ages 5 to 12.

The subject property is located within the Flagstaff High School, Mount Elden Middle School, and DeMiguel Elementary School attendance boundaries.

The closest City Fire Station to the subject property is Fire Station 6-S Lake Mary Road, which, according to the Fire Department, is located approximately 1.1-miles away within the desired four-minute response time.

Other Requirements

Included as an attachment to the Zoning Map amendment staff report is: a Site Plan; Elevations, Building Plans, and Unit Plans; a Preliminary Landscape Plan; a Resource Protection Plan; a Preliminary Water and Sewer Plan; a Preliminary Grading and Drainage Plan; and an Electrical Site Plan.

Public Input

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (Page 20.30-9) of the Zoning Code, notice of 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 site.

In accordance with Section 10-20.30.060 of the Zoning Code (Page 20.30-5), a Citizen Participation Plan was prepared and implemented prior to the scheduling of the public hearings and a copy of the Citizen Participation Report is attached to this report for review by the Planning and Zoning Commission and City Council.

As of this writing, staff has received one letter, a copy of which is attached to this report, from the Sinclair Springs Townhomes Owners Association, on behalf of the owners of the forty townhomes immediately south of the subject property. The concerns expressed in the letter were parking and building height, as it pertained to maintaining the views of the mountains.

RECOMMENDATION:

Staff believes that the proposed amendment to the High Density Residential land use category is supportable under the guidelines of the Flagstaff Area Regional Land Use and Transportation Plan, and would recommend approval.

Attachments:

- Regional Land Use and Transportation Plan Amendment Application
- Executive Summary for General Plan Amendment Application
- Narrative for General Plan Amendment Application
- Citizen Participation Plan and Report
- Citizen Comment Letter
- Public Hearing Legal Advertisements
- Regional Plan Elements

TRCU8104

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 779-7684

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Regional Plan Amendment	File Number
9/23/13		DEV12-066

Property Owner(s): Chason Development — Title:	Phone: 716-833-1000	Email:
Mailing Address: 105 Affinitylane		City, State, Zip: Buffalo NY 14215
Applicant(s): Mogollon Engineering — Title:	Phone: 214-0214	Email: mogollon99@aol.com
Mailing Address: P.O. Box 1952		City, State, Zip: Flagstaff
Project Representative): Steve Goldstein — Title:	Phone: 480-481-0600	Email: sg@amercon realty.com
Mailing Address: 5111 N Scottsdale Rd. Suite 160		City, State, Zip: Scottsdale
Requested Review	☒ Zoning Map Amendment	☒ Regional Plan Amendment ☐ Continued

Site Address: 600 N. University Hts Dr	Parcel Number(s): 112-20-013A, 014B, 015B	Subdivision, Tract & Lot Number: University Height
Existing Zoning District: SC	Proposed Zoning District: HR	Existing Regional Plan Land Use Category: Parks
Existing Use: Vacant	Proposed Use: apartments	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	State Reason for Request
HR High Density	To Build Apartments

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)	Date:	Applicant Signature	Date:
Kit Hotzenpiller for M. Chason	9/23/13	Kit Hotzenpiller	9/23/13

For City Use

Date Filed: 9-24-13	File Number(s): PREZ20130002 PGMG20130001	Type of Zoning Map Amendment: ☐ Small-scale ☐ Medium-scale ☒ Large-scale
P & Z Hearing Date: 10/23/13	Publication and Posting Date: 10/04/13	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number: 13-0035517	Amount: $ 4410.12 Date: 2/12/13	

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utlities	Stormwater
	KULINA	G. MILLER	M. STREET	DAVIS	BROWN

Trailside - Executive Summary for General Plan Amendment Application
Flagstaff City Code Section 11-10.10.020(E)(1)

1. Proposed General Plan amendment with a description of the section of the General Plan for which the amendment is requested.

a. A summary of the reason(s) for the request;

The Property is designated as "Parks" in the General Plan, and the applicant is seeking an amendment of the General Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing. The Section of the General Plan affected is Map 4, the City Land Use Plan, and other subsidiary maps that designate the Property as a park.

b. Identification of supporting key points discussed in the narrative or other submitted studies;

- **Protecting the character of the area by providing for a use which is compatible with the adjacent high density residential uses;**
- **Provision of twelve (12) units of affordable rental housing, in keeping with the Council's and the General Plan's policies;**
- **Promotion of the goals of neighborhood livability and walkability by providing for rental units within walking or cycling distance for attendance at Northern Arizona University or patronage of nearby retail shopping areas and restaurants, as well as walking or cycling access to jobs at those establishments;**
- **Creation of housing with a sense of connection to Flagstaff's natural environment through the use of high quality design, native materials, colors and roof forms that relate to the locale;**
- **Provision of landscape enhancements in the median on West University Heights Drive to beautify the streetscape and increase the attractiveness of the Property as a residential development.**

c. Statement of community benefits to be accrued through the proposed amendment; and

- **Protecting the character of the area by providing for a use which is compatible with the adjacent high density residential uses;**
- **Provision of twelve (12) units of affordable rental housing, in keeping with the Council's and the General Plan's policies;**
- **Promotion of the goals of neighborhood livability and walkability by**

providing for rental units within walking or cycling distance for attendance at Northern Arizona University or patronage of nearby retail shopping areas and restaurants, as well as walking or cycling access to jobs at those establishments;

- **Creation of housing with a sense of connection to Flagstaff's natural environment through the use of high quality design, native materials, colors and roof forms that relate to the locale;**

- **Provision of landscape enhancements in the median on West University Heights Drive to beautify the streetscape and increase the attractiveness of the Property as a residential development.**

d. An introduction to the applicant's team (owner, developer, and/or representative), including contact information.

The applicant is Trailside MAR LLC of which the members are Mark Chason and a Chason family trust. Mark Chason is the President of The Chason Companies, with headquarters in Buffalo, New York, and has been involved in most aspects of real estate ownership, management and development for over 35 years. The Chason Companies, and its predecessors, have been in the real estate business for more than 90 years in the state of New York, with extensive experience in the development and operation of apartment complexes built under state and federal housing programs. Mr. Chason can be contacted at The Chason Companies, LLC, 105 Kenville Road , Buffalo , New York, 14215.

2. An analysis of the site in terms of its physical characteristics, surrounding uses within 1,000 feet of the subject property, and the existing character of the area.

The Property is an undeveloped parcel located at the corner of West University Heights Drive and Beulah Boulevard in the City of Flagstaff and is bordered by I-40 to the north and northeast, by high density residential uses to the west and southwest of the Property, and by City of Flagstaff property to the east. The easterly portion of the site has had fill placed on it by a previous owner and has no trees located on it. The westerly portion of the site has 100+ Ponderosa Pines located on it. These trees are in a medium condition due too their proximity to University Heights Drive and I-40. The surrounding uses are generally residential with some commercial uses north of I-40 which lead to the residential character of the neighborhood.

3. A land use analysis providing information about the proposed development, plans for any exception parcels, and a land use compatibility analysis. Items to address include:

a. Overall description and need for the proposed amendment;

The Property is an undeveloped parcel located at the corner of West University Heights Drive and Beulah Boulevard in the City of Flagstaff and is bordered by I-40 to the north and northeast, by high density residential uses to the west and

southwest of the Property, and by City of Flagstaff property to the east.

The Property is designated as "Parks" in the General Plan, and the applicant is seeking an amendment of the General Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing. Since all the privately owned property in the immediate vicinity of the parcel is classified as High Density Residential, the amended General Plan classification would be compatible with the developed uses in the vicinity of the Property.

There are no exception parcels involved with this project.

b. Existing Land Use Plan and Proposed Land Use Plan;

The Property is designated as "Parks" in the General Plan, and the applicant is seeking an amendment of the General Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing.

c. Proposed residential unit count, density, and anticipated housing mix, if applicable;

This information was provided in a table on the Site Plan and is restated here as follows:

Unit count: 111
Density: 27.61 units per net acre

Housing Mix:

Type	Quantity	Percentage
Carriage (1 bed, 1 bath, garage)	12	11
Studio	9	8
A1 (1 bed, 1 bath)	42	38
B1 (2 bed, 2 bath)	30	27
B2 (2 bed, 2 bath)	18	16

d. Proposed development phasing and timing;

The project will be developed in one phase, beginning in the second quarter of 2014.

e. Existing and proposed internal and external circulation and pedestrian opportunities (include circulation plan);

Under the proposed development, this site would be connected to the adjoining FUTS trail by a pedestrian bridge over a portion of the floodplain. The site is also close to a NAIPTA bus stop on Beulah Boulevard for Route 4 which provides

connectivity with NAU's Mountain Link bus service and direct service to Coconino Community College. For further information, the Site Plan and Landscape Plan, copies of which are attached, depict the internal circulation features and the connection with the FUTS trail.

f. Open space concept plan;

Under Section 10-40.30.030, fifteen percent (15%) of the gross lot area must be devoted to open space. The proposed development will have twenty-five percent (25%), or 1.66 acres, devoted to open space landscape areas. The Landscape Plan, a copy of which is attached, depicts the open space concept plan.

g. Land use buffering techniques, if applicable;

The applicant has proposed landscaping the median on West University Heights Drive North with trees and shrubs to buffer the high density residential uses across that Drive from the Property from the view of the Property, as well as the Property from viewing the other high density uses. Landscaping on the Property, as well as the clubhouse and cabana for the development will provide buffering for the residential units in the development from the street. Carriage house units with residences above garages will be built on the side of the Property that is adjacent to ADOT's right-of-way for I-40 as a method of visual buffering of the highway for the other units.

h. Incompatibility issues and proposed solutions.

The proposed General Plan amendment is to High Density Residential, which is the same designation as that for the surrounding residential areas. Since all the privately owned property in the immediate vicinity of the parcel is classified as High Density Residential, the amended General Plan classification would be compatible with the developed uses in the vicinity of the Property.

Trailside – Narrative for General Plan Amendment Application
Flagstaff City Code 11-10.10.020(E)(4)

4. A detailed narrative that shall include at a minimum the following:

a. Project title and date;

The project title and date, which were included on the Site Plan and all other plans previously submitted, is Trailside. January 15, 2013 is the date on the Site Plan.

b. Legal description of the parcel;

The legal description of the property is attached to this Narrative.

c. Site acreage;

The site consists of 4.02 acres.

d. Description of the applicable section of the General Plan for which the amendment is requested;

The Section of the General Plan for which the amendment is requested is Map 4, the City Land Use Plan, and other subsidiary maps that designate the Property as a park.

e. Statement of current zoning and proposed zoning, if applicable;

The Property, 600 – 800 W. University Heights Drive, is presently zoned SC, Suburban Commercial. The applicant seeks a rezoning to HR, High Density Residential.

f. An explanation of why the proposed amendment is necessary and the public benefit that will be realized by the amendment;

The Property, 600 – 800 W. University Heights Drive, is presently zoned SC, Suburban Commercial and the Regional Plan designation is "Parks." The applicant seeks a rezoning to HR, High Density Residential, and an amendment of the Regional Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing, which would be compatible with the high density residential uses in the immediate vicinity of the Property.

g. An explanation of how the proposed amendment(s) will affect the vision expressed in the written goals, objectives and policies of the General Plan that are most relevant to the proposed amendment. When a proposed amendment(s) is inconsistent with General Plan goals, objectives and policies, the proposed amendments(s) must include one of the following:

(1) Justification for an exception to the written goals, objectives, and policies.

The requested amendment is for a change in the zoning designation from Suburban Commercial ("SC") to High Density Residential ("HR"). Under the General Plan, the present designation for the area in which the Property is located is "Parks," although it is privately owned. This category is affected by funding resources, development patterns, existing development and deficiencies within a given area.

According to Brian Grube, the Interim Director of the Recreation Division, the Property:

> **"does not meet the geographic location for a west side park as identified in the [new Parks and Recreation Master] plan, which was north of I-40. It also does not meet the minimum size recommendation of 8 acres or greater. There are no funds currently available for purchase of that property."**

It should be noted that the present zoning of Suburban Commercial is also not compatible with the General Plan designation of "Park" for the Property.

The amendment to High Density Residential would bring this parcel into the same Regional Plan classification as the properties in private ownership which are located across West University Heights Drive from the Property on the west and south. The Property is bordered on the north by State land and on the east by City land.

The amendment, by making possible the proposed project on the Property, would meet the following goals of the present General Plan of:

- **Placing development close to public transit (provided by NAIPTA); providing access for pedestrians and bicyclists;**
- **Applying design guidelines that take into consideration the natural and built environment of Flagstaff;**
- **Enhancing a people-oriented neighborhood with existing access to the Flagstaff Urban Trail System, and local shopping and restaurants;**
- **Providing affordable housing; and**
- **Emphasizing infill development which helps increase housing availability in existing residential areas.**

(2) A proposal to modify or eliminate the inconsistent goals, objectives, and policies.

h. Cumulative impact of the proposal on land use categories within the City based

on the General Plan Land Use map;

The proposed amendment would remove 4.02 acres from the Parks classification in the General Plan Land Use map and reclassifying them as High Density Residential. The applicant does not have access to databases with the information necessary to answer this question otherwise. The applicant does not have the information required to state how this affects percentages of total land in the City classified as Parks or as High Density Residential uses.

i. Cumulative impact of the proposal on the supply of land zoned in the same category within the City;

The Property is zoned Suburban Commercial. The proposed amendment of the zoning map would remove 4.02 acres from the Suburban Commercial category and transfer them to the High Density Residential classification. The applicant does not have access to databases with information necessary to otherwise answer this question. The applicant does not have the information required to state how this affects percentages of total land in the City classified as Suburban Commercial or as High Density Residential uses.

j. Impact on transportation and service needs;

The proposed development is in an area of multifamily housing with fully developed roads, signalized intersections, an existing FUTS trail, and a NAIPTA bus stop on Beulah Boulevard within less than one-quarter mile of the Property. As a multifamily residential infill development of 111 units in an area that is already built out, the applicant does not believe that the proposed development will create significant impacts on current levels of service for police, fire, water, wastewater, and stormwater.

k. Impact and/or benefit to housing which may result from the proposal;

The proposed project will provide 111 units of rental housing, including 12 units of affordable rental housing. According to the Comprehensive Housing Market Analysis, as of July 1, 2011, by the U.S. Department of Housing and Urban Development, the rental vacancy rate was. 6.5 percent in 2011 with an estimated demand for the period from July 1, 2011, to July 1, 2014 for 240 rental units ranging in size from studios to two bedroom apartments, with rents from $800/month to $1,300/month. The proposed project will provide units with a market rental range from $700 to $1,250, and with affordable units ranging from $675 to $867.

l. Impact on the implementation of the General Plan Goals and policies resulting from the proposal.

The amendment to High Density Residential would bring this parcel into the same Regional Plan classification as the properties in private ownership which are located across West University Heights Drive from the Property on the west and south. The Property is bordered on the north and northeast by State land and on the east by

City land.

The amendment, by making possible the proposed project on the Property, would meet the following goals of the present General Plan of:

- Placing development close to public transit (provided by NAIPTA); providing access for pedestrians and bicyclists;
- Applying design guidelines that take into consideration the natural and built environment of Flagstaff;
- Enhancing a people-oriented neighborhood with existing access to the Flagstaff Urban Trail System, and local shopping and restaurants;
- Providing affordable housing; and
- Emphasizing infill development which helps increase housing availability in existing residential areas.

Legal Description for Narrative

CITIZENS PARTICIPATION PLAN
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

Parcels within 300 feet of the parcel will be notified via a letter and invited to a Citizens Participation Plan meeting. The letters of notification will be mailed by August 28, 2013 and will include a brief description of the project. The letter will inform the neighbors of a community meeting to be held Friday, September 06, 2013, 5:00 pm, at City of Flagstaff Fire Station #6, 3877 S. Lake Mary Road, Flagstaff, AZ.

A description of the project will be presented. A question and answer session will follow. This will allow any neighborhood concerns to be identified and addressed prior to submission to the Planning and Zoning Commission. Concerns raised will be reported to the Community Development Department in a Citizen's Participation Plan report to be submitted with the Rezoning and RLUTP applications.

CITIZENS PARTICIPATION PLAN MEETING
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT
NOTIFICATION LETTER

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

Chason Companies has submitted to City of Flagstaff a request to rezone 4.02 acres to construct 111 apartments. The three parcels are currently zoned SC, Suburban Commercial. The parcels have a Regional Land Use and Transportation Plan, (RLUTP), designation of Parks. The parcels would be rezoned to HR, High Density Residential zone. The RLUTP designation would be amended to High Density Residential. A Citizen's Participation Meeting is required for the rezoning and RLUTP Amendment. All property owners within 300 feet of the site will be notified and invited to a neighborhood meeting.

The meeting will be held on Friday, September 06, 2013, 5:00 pm, at City of Flagstaff Fire Station #6, 3877 S. Lake Mary Road, Flagstaff, AZ. A description of the project will be presented. A question and answer session will follow. This will allow any neighborhood concerns to be identified and addressed prior to submission to the Planning and Zoning Commission. Concerns raised will be reported to the Community Development Department in a Citizen's Participation Plan report to be submitted with the Rezoning and RLUTP applications.

Questions about this meeting should be directed to Kent Hotsenpiller, Mogollon Engineering and Surveying, 411 W. Santa Fe, Flagstaff. 928-214-0214 phone and email mogollon99@aol.com.

CITIZENS PARTICIPATION PLAN REPORT
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

WHAT: Citizens Participation Plan Meeting
WHEN: Friday, Sept. 06, 2013, 5:00 pm
WHERE: Flagstaff Fire Station # 6 Meeting Room
3877 S. Lake Mary Road
Flagstaff, AZ

Chason Companies has submitted to City of Flagstaff a request to rezone 4.02 acres to construct 111 apartments. The three parcels are currently zoned SC, Suburban Commercial. The parcels have a Regional Land Use and Transportation Plan, (RLUTP), designation of Parks. The parcels would be rezoned to HR, High Density Residential zone. The RLUTP designation would be amended to High Density Residential. A Citizen's Participation Meeting is required for the rezoning and RLUTP Amendment. All property owners within 300 feet of the site, as well as homeowners associations that govern land within 1000 feet of the parcels, have been notified via mail and invited to a neighborhood meeting. A list of notification addresses was submitted to City staff with the site plan submittal.

Notification letters were sent out August 27. A 4' x 4' sign was posted on-site August 27, at 10:00 am. The sign had an information box that contained meeting announcements. The sign was clearly visible from University Heights Drive North and read: (see photo)

CITIZENS PARTICIPATION PLAN MEETING
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT
NOTIFICATION LETTER

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

Friday, September 06, 2013 5:00 pm
City of Flagstaff Fire Station #6, 3877 S. Lake Mary Road, Flagstaff, AZ.

The meeting commenced at 5:00 at Fire Station #6 on Friday, Sept. 6, 2013 in the conference room.

Sixteen people attended the meeting, four representing the developer, two represented the seller of the property and 10 citizens. A site plan, building floor plans and elevations of the proposed buildings mounted on foam core posters were on display. It was explained that the parcels are currently zoned Suburban Commercial and are to be rezoned to HR. Most folks were curious about what the project involved. They broke in to small groups with a representative from the developer for individual questions. Common concerns were traffic impacts to University Heights Drive, trail connections, parking, property values, and water availability. One comment sheet was received, the individual asked about a bridge over Sinclair Wash for pedestrians and bicycles, traffic access to and from University Drive North, snow removal from sidewalks, and weed removal from sidewalks and median for visibility. One couple was interested in first floor units with a garage as a possible rental for themselves. Another citizen was concerned that there were too many rentals in the area as she is having difficulty renting her house out.

Traffic concerns were about the increased traffic to University Heights Drive North, particularly in the morning rush hour. The developer's representatives mentioned that the City's analysis of this project did not find traffic impacts high enough to require a Traffic Impact Analysis. ADOT and the City have done recent improvements to Beulah Blvd., I-40/I-17, Lake Mary Road, and University Heights Drive North to address traffic at current and foreseeable levels for the future for development possible in the immediate area. It was also pointed out that the current zoning of this property, Suburban Commercial could potentially generate more traffic than residential uses.

Many people asked about connections to the FUTS. It was explained that there are two proposed connections from the site to the FUTS. The existing sidewalk along University Heights Drive is in disrepair and the developer will be required to replace/repair certain portions of the sidewalk, which will improve public access to the FUTS.

Parking concerns were voiced. It was explained that the project meets current city parking requirements and many units have a carport or garage. Additionally, the site is within a few hundred feet of a bus line. Concerns were that places have been rented out in the area to students and do not have enough parking for residents or visitors. This leads to parking on adjoining streets and yards.

Several people asked about their property values being affected by the development. It is not known precisely what effect this development would have on existing values. These are rental units so there would not be any competition with the condominiums or nearby single family residences. It would be safe to say that apartments would not have as negative effect as would many allowed commercial uses under the current zoning.

Several expressed concern over water availability. They believe they are under water rationing and wonder how the City can supply more developments with water. It was explained that all developments are analyzed by city staff for water and sewer capacity.

A Water and Sewer Impact Analysis was not required for this project. Water rationing is to promote water conservation, not because the City is running out of water supply. The City is at a Level 2 Water conservation mode all of the time. This only allows landscape watering every other day based on address.

Snow removal was another concern. An individual commented that the condominiums across the street piled their snow on the sidewalk adjoining these parcels. The developer's representatives assured this individual that the development would follow City Ordinances with regard to sidewalk snow removal.

A copy of the Citizens Participation Plan, notification letter, mailing list, assessor maps, meeting sign in sheet, sign picture, meeting photos and comment sheet are attached.

CITIZEN'S PARTICIPATION PLAN
TRAILSIDE APARTMENTS REZONING AND RLUTP AMENDMENT
SEPTEMBER 06, 2013

NAME	ADDRESS
Paula + Harold Ables	1512 W Univ Hgts Dr N
SKIP NIEMIEC	8505 E HARTFORD DR.
Steven Goldstein	5620 N. Scottsdale Rd S
Kent Hotsenpiller	411 W. Santa Fe
Nick Keppert	3325 Andrew Douglass. Flagstaff
John + Cynthia Lovely	1130 Shullenbarger
Tres Flook	1381 Shullenbarger FLG
Corrien DeRieux	3200 S Litzler Dr send P&Z notice to: 1400 W. Melissa Flag 8600 S
Val Martin Rozell	3330 So. Hillary Way
Wendy Troxler	1477 W. Univ Hgts Dr. N.
Diana Witherow	2377 S. Cliff View St
Hilton Harris	405 N. Beaver St #7

ATTENDANCE SHEET

CITIZEN'S PARTICIPATION PLAN
TRAILSIDE APARTMENTS REZONING AND RLUTP AMENDMENT
SEPTEMBER 06, 2013

NAME John Lovely

ADDRESS 1130 Shullenbarger, FLG 86005

ISSUES, CONCERNS, AND COMMENTS

Bridge over Sinclair Wash - foot/Bicycle traffic
Traffic Access to/from Univ Hgts. Or N
Snow/weed removal from Sidewalks
and center divider - Visibility

COMMENT SHEET

CITIZEN'S PARTICIPATION PLAN
TRAILSIDE APARTMENTS REZONING AND RLUTP AMENDMENT
SEPTEMBER 06, 2013

NAME

ADDRESS

ISSUES, CONCERNS, AND COMMENTS

Traffic, Parking, Snow Removal - condos plow into our site.
Water Rationing,
rental, rather than buy/our she owns/rents in area
property values

All gone by 5:30
stay still 6:00

Change Zip Code to 86005

COMMENT SHEET

3175 SHOSHONE LLC
7581 E LAS PALMAS
PRESCOTT VALLEY, AZ 86314

ACTON WILLIAM B & TAMMY L
8933 LAKE MEADE RANCHEROS
KINGMAN, AZ 86401

AGN DEV CORP PROFIT SHARING
PLAN & TRUST
21750 N 30TH WAY
PHOENIX, AZ 85050

ALONSO PERGENTINO JR & KAREN
DENISE
3200 S LITZLER DR NO 19-224
FLAGSTAFF, AZ 86001

ANDERSON MATTHEW T
3438 E TONTO LN
PHOENIX, AZ 85050

ANDERSON PAUL J JR
5920 E PAKE VIEW RD
CAVE CREEK, AZ 85331

ANDRE-SPRINGER SUZANNE
2025 HOLLY DR
PRESCOTT, AZ 86305

BRANDENBERG JIM & ROSE TRUST
DTD 8-30-12
6410 W PORT AU PRINCE LN
GLENDALE, AZ 85306

BULLARD JIM W & DONNA D
CPWROS
2250 N AMORIE DR
CAMP VERDE, AZ 86322

BURKHALTER SONJA
3200 S LITZLER DR NO 8-232
FLAGSTAFF, AZ 86001

CAIN KAITLIN
3200 S LITZLER DR 7-228
FLAGSTAFF, AZ 86001

CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001

CLARK JOSEPH V & CHRISTINA E JT ;
CAMPBELL RHIANNON JT
4532 W COMMONWEALTH PL
CHANDLER, AZ 85226

COLLINS JOSHUA DOUGLAS
3200 LITZLER DR 10-140
FLAGSTAFF, AZ 86001

COOPER FRANK L & WINNIE L
CPWROS
4158 E FLOWER CIR
MESA, AZ 85206

DAVIS BRITTAIN K & RACHEL
LEVINE CPWROS
3200 S LITZLER DR APT 11-249
FLAGSTAFF, AZ 86001

DEDMON ERIC JT ; KRYSTLE
FREEMAN JT
3200 S LITZLER DR APT 12 150
FLAGSTAFF, AZ 86001

DENHAM KYLE
3219 S JUSTIN ST
FLAGSTAFF, AZ 86001

DERIEUX NICHOLAS A & CORRIEN
CPWROS
1400 W MELISSA DR
FLAGSTAFF, AZ 86001

DONALDSON RACHEL
4255 E SOLIERE AVE NO 131
FLAGSTAFF, AZ 86004

DOWELL ALAN B & THERESA G
TRUSTEES ; DOWELL T & A FAMILY
TRUST DTD 2-11-05
906 PARKER DR
FLAGSTAFF, AZ 86001

EGAN AMY CHRISTINE JT ; EGAN
MICHAEL J & PAMELLA A JT
3200 S LITZLER DR 11-248
FLAGSTAFF, AZ 86001

EVANS BRYAN M & ELLA M
3264 S LITZLER RD
FLAGSTAFF, AZ 86001

FINE DEBORAH M
3327 S JUSTIN ST
FLAGSTAFF, AZ 86001

FLEMING WILLIAM A & VIOLA
474 PLAT RD
COLGATE, WI 53017

GARCIA JESHUA DAVID G
1685 W SHELLIE DR
FLAGSTAFF, AZ 86001

GARN STEVE L & MELANIE PANLA
20 E CAMINO DE DIANA
GREEN VALLEY, AZ 85614

GERLAK ROBERT J & JANNA M
CPWROS
1150 SCHULTZ PASS RD
FLAGSTAFF, AZ 86001

GINTHER BRYAN D
6018 E ROY ROGERS LN
CAVE CREEK, AZ 85331

GOLDBERG MARC & SYLVIA
TRUSTEES ; GOLDBERG FAMILY
TRUST U/A/D 7-12-06
2510 E ELDER DR
FLAGSTAFF, AZ 86001

GOLOB DEVELOPMENT LLC
PO BOX 1176
PAGE, AZ 86040

GRASSER PAUL R & ANNE M CPWROS
3704 N COLTON RANCH RD
FLAGSTAFF, AZ 86001

GREEN LIGHT INVESTMENTS LLC
2095 N FOXHILL RD
FLAGSTAFF, AZ 86004

HALBIG COLIN M & MARGUERITE D
42210 N STONEMARK DR
ANTHEM, AZ 85086

HARRINGTON TIMOTHY P CPWROS ;
HOWARD SHERRIL R CPWROS
2665 N INDIAN RIDGE DR
TUCSON, AZ 85715

HEAL PROPERTIES LLC
8050 US NAVAL OBSERVATORY RD
FLAGSTAFF, AZ 86001

HEITLAND ANN RAE
8340 CABALLO WY
FLAGSTAFF, AZ 86004

HICKETHIER JERRY L & PAMELA S
TRUSTEES ; HICKETHIER LIV TRUST
DITD 2/13/02
1929 VENTOR CIR
PRESCOTT, AZ 86301

HISER BOB & DONNETTA
1040 ARDREY CIR
FLAGSTAFF, AZ 86001

IMAM SYED AHSAN
3200 S LITZLER DR APT 9-236
FLAGSTAFF, AZ 86001

JACOBS JONATHAN J
3200 LITZLER DR 25-150
FLAGSTAFF, AZ 86001

JDS EST III LLC
907 W SHERRI DR
GILBERT, AZ 85233

JIBRI LLC
10317 WARREN'S WAY
WANAQUE, NJ 07465

KELLAR ROBERT PHILIP & MYONG S
4613 W SELDON LN
GLENDALE, AZ 85302

KING DAVID
PO BOX 1071
FLAGSTAFF, AZ 86002

KINNEY KAREN ELIZABETH
3200 S LITZLER DR NO 9-139
FLAGSTAFF, AZ 86001

LAPENTA ZACHARY T
300 TARPON AVE
SE RIO RANCHO, NM 87124

LEE LANA A
180 WEST GOLD RUSH TRAIL
FLAGSTAFF, AZ 86001

LEE MARGARET M JT ; JANIS
ANTHONY JT
1051 W BEAL RD
FLAGSTAFF, AZ 86001

LIANG-DEMIGUEL BERNADETTE
3200 LITZLER DR 21-134
FLAGSTAFF, AZ 86001

LITZLER LLC
6918 N HIGHLANDS DR
PARADISE VALLEY, AZ 85253

ORR KEVIN C & YVONNE J JT
1200 GORDON DR
KINGMAN, AZ 86409

O'CONNOR BRIGID M
PO BOX 32459
PHOENIX, AZ 85064

NEALE REGINA & VINCENT G JT
23 RUSSEL LN
LAGUNA NIGUEL, CA 92677

NAVARRO TOMAS & ELIZABETH
CPWROS
3115 W PATRICIA LN
YUMA, AZ 85365

NAPIER JOHN D
1263 E STONE RIDGE DR
FLAGSTAFF, AZ 86001

NAGILLER SANDRA J REVOCABLE
TRUST DTD 10-18-12
PO BOX 50052
PARKS, AZ 86018

MYERS CHRISTINA L JT ;
BERGSTRESSER SCOTT K JT
1135 TOVAL TRL
FLAGSTAFF, AZ 86001

MORGAN DONNA M
3298 S DEBBIE ST
FLAGSTAFF, AZ 86001

MILLER FAMILY LIVING TRUST DTD
4-27-10
1616 N PRAIRIE WAY
FLAGSTAFF, AZ 86004

MCVEY STEVE & LINDA CPWROS
7572 E BUTEO DR
SCOTTSDALE, AZ 85255

MCDONALD JOSEPH D & RACHAEL L
3200 SOUTH LITZLER DR
FLAGSTAFF, AZ 86001

MCDERMOTT/ZICKERMAN LLC
310 SO WILLIAMS BLVD #310
TUCSON, AZ 85711

THE VILLAGE AT UNIVERSITY
HEIGHTS OWNERS ASSOCIATION
323 S. RIVER RUN ROAD, #1
FLAGSTAFF, AZ 86001

ZAVALA JOAQUIN & MARIA G
2511 O'BRIEN CIRCLE
CAMARILLO, CA 93010

WITHEROW DIANA HAYES
2377 S CLIFFVIEW ST
FLAGSTAFF, AZ 86001

WINIECKI STEVEN V & SHAWN D
3980 WESTWOOD CIR
FLAGSTAFF, AZ 86001

WELLS THEODORE
430 EAST ST
PITTSFORD, NY 14534

WEDEMEYER ROBERT G & PAULA JT
PO BOX 187
JACKSONVILLE, NY 14854

WALTON SCOTT & CARRIE
2705 W CREIGHTON DR
FLAGSTAFF, AZ 86001

WAGNER ROBIN ; WAGNER VICTOR
5240 E MOCKINGBIRD
FLAGSTAFF, AZ 86004

TURNER MATTHEW A
2328 W SILVERTON DR
FLAGSTAFF, AZ 86001

TOWNSEND ERYN D JT ; TOWNSEND
DUANE E & JOAN C JT
112 RYANS LN
MIDWAY, UT 84049

TAYLOR ALLISON
3200 S LITZLER DR 23-242
FLAGSTAFF, AZ 86001

T & A RENTS LLC
7371 W DREAMVIEW TRL
FLAGSTAFF, AZ 86001

SONDGEROTH KENNETH L & SHERRY
L CPWROS
5791 WISHING WELL DR
FORT MOHAVE, AZ 86426

SNOWDEN-SANTI LIVING TRUST DTD
11-25-98
4045 LAUSANNE WAY
FLAGSTAFF, AZ 86004

SMITH MATTHEW V A/K/A ; SMITH
MATT
1456 W UNIVERSITY HTS DR N
FLAGSTAFF, AZ 86001

SINCLAIR SPRINGS TOWNHOMES
ASSOC INC
323 S RIVER RUN NO 1
FLAGSTAFF, AZ 86001

SIMONEAU ROBERT A & MARTHA D
CPWROS
23762 LADRILLO ST
WOODLAND HILLS, CA 91367

SHIELDS THOMAS K & CARRIE A
1501 E LAREDO ST
CHANDLER, AZ 85225

SCOTT ANDREW J
8937 W DALEY LN
PEORIA, AZ 85383

SCHRACHTA JOHN C
3200 S LTIZLER DR 11-148
FLAGSTAFF, AZ 86001

SACKS DARRYL R & CAROL E
REVOCABLE TRUST ; DATED 12/25/00
439 CANNES ST
HENDERSON, NV 89015

ROWLAND BRIAN K & MELODY L
17282 W FETLOCK TRL
SURPRISE, AZ 85387

ROEHM JESICA
3200 S LITZLER DR 12-154
FLAGSTAFF, AZ 86001

ROBINSON PAUL N
PO BOX 237
CAMP VERDE, AZ 86322

ROBERTS ANGELA
700 W UNIVERSITY AVE 6-204
FLAGSTAFF, AZ 86001

RITZ KAREN
7724 W CALAVAR RD
PEORIA, AZ 85381

REETHS D'ANN M
3200 S LITZLER DR 9-239
FLAGSTAFF, AZ 86001

RAGSDALE EVAN C
PO BOX 95
FLAGSTAFF, AZ 86002

PRIEFER DENISE ARMAND
1416 N SUNSET DR
PAYSON, AZ 85541

PERKINS LIVING TRUST DTD 10-1-09
7970 N BADER RD
FLAGSTAFF, AZ 86001

CITIZENS PARTICIPATION PLAN MEETING
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT NOTIFICATION LETTER

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

Friday, September 06, 2013 5:00 pm
City of Flagstaff Fire Station #6,
3877 S. Lake Mary Road, Flagstaff, AZ.

Sinclair Springs
Town homes Owners Association
c/o Sterling Real Estate Management
323 S. River Run Road, Suite 1
Flagstaff, AZ 86001

RECEIVED
OCT 11 2013
BY BK

October 9, 2013

Mr. Brian Kulina
Planning Development Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Dear Mr. Kulina:

The Board of Directors of the Sinclair Springs Townhomes Owners Association has been advised of the City of Flagstaff's Planning and Zoning Commission public hearing to consider a high density apartment development at 600 West University Heights Drive North.

This letter is on behalf of the owners of forty (40) townhomes in University Heights immediately to the south of the proposed development on Litzler Drive. Our concern is the extreme lack of parking in the area. Unless the development will have 1-1/2 parking spaces per bedroom, many people will be cruising the neighborhood trying to park somewhere, especially in the winter months when on-street parking is prohibited.

Also, mountain views from our property will be blocked by a high-rise development. Unless our concerns are mitigated, we are not in favor of the development proceeding forward.

Sincerely,

Michael R. Savoy
President
Sinclair Springs Townhomes Owners Association
Board of Directors

be with the Lord Wednesday, October 2, 2013, in her home in Flagstaff, Arizona. Dora was born February 8, 1954 to Cecilia Segura and Adrian Alonzo Sr., in San Antonio, Texas.

Dora was the 5th oldest of 8 children. Dora was preceded in death by her parents, 2 older brothers, and 1 younger sister. She is survived by her children, Cecilia Tafoya and Deborah (Zack) Foltz, her siblings Domingo, Survey, Lidia, and Paul. She is also survived by 5 grandchildren, and 3 great-grandchildren, and many nieces and nephews. For the past 24 and a half years Dora worked for W.L. Gore and Associates. She has many friends from Flagstaff and all over the U.S. She loved spending time with family and friends, going to the movies, crocheting, plus she had many other interests.

A memorial service will be held on Saturday, October 5, 2013 at 10:30 a.m. at Life Church, 2587 E. 7th Ave., Flagstaff, Arizona.

Condolences can be sent to 5250 N. Hwy 89 Space # 55, Flagstaff, AZ 86004

He needed to go back, Federal Aviation Administration spokeswoman Laura Brown said.

Instead, he ended up needing to use the eight-lane Capitol Expressway as a runway and successfully navigated a landing through power lines and cars before pulling over into a right-hand turn lane, San Jose police Sgt. Heather Randol said.

"It required some skill on (the pilot's) part," Randol said. "We're just thankful nobody got injured."

area.

In Alabama, safety workers hoisted double red flags at Gulf Shores because of treacherous rip currents ahead of the storm.

In Mississippi, Gov. Phil Bryant declared a state of emergency, urging residents to prepare. State Emergency Management Agency Director Robert Latham said local schools will decide whether to play football games. He said the southern part of the state could have tropical storm-force winds by late Friday.

"I know that Friday night football in the South is a big thing, but I don't think anybody wants to risk a life because of the potential winds," Latham said.

Louisiana Gov. Bobby Jindal also declared a state of emergency, citing the possibility of high winds, heavy rain and tides. Florida Gov. Rick Scott also declared an emergency for 18 counties.

The Army Corps of Engineers said it was closing a structure intended to keep storm surge out of the Inner Harbor Navigation Canal in Louisiana – known

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NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on October 23, 2013, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered: A proposed Regional Land Use and Transportation Plan amendment from Parks to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

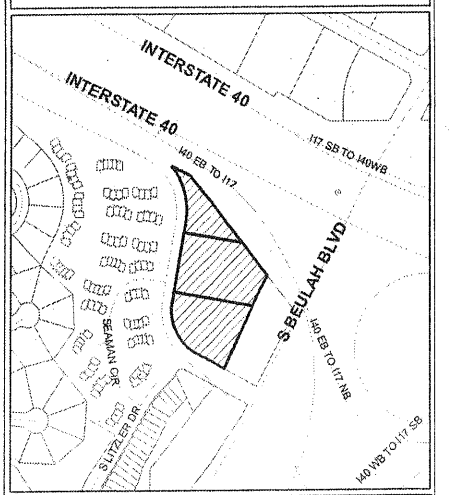
B. General Description of the Affected Area: Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2613
bkulina@flagstaffaz.gov

Publish: October 4, 2013

Elwyn Gus P

Elwyn Gus Palmer, 94, entered into his eternal reward on Saturday, September 28, 2013. Gus was born in Taylor, Arizona, on March 23rd, 1919. His parents are Arthur and Evaline Augusta Gibbons Palmer. He was the 6th child of 11 children. He lived in Taylor until his Sophomore year of high school, when his family moved to Holbrook. Gus married his high school sweetheart, Ruth Westover, on June 26, 1939. They began their life together in Winslow, where he worked for the railroad. In 1944 they moved to Flagstaff where he had a dairy business, and later spent 20 years working at the Navajo Army Depot. In 2010, the Palmers moved to Thatcher, Arizona, where the air was easier to breathe.

Gus Palmer's life was a life of service. Throughout his life he has blessed others through his selfless acts of kindness and love. He was always one of the first to help put the roof on the home someone in need; to visit those who needed a lift; or to help loved ones move across the country. He spent years of service working with branches and wards of the Church of Jesus Christ of Latter-day Saints in Flagstaff and Cameron. He also spent years and years volunteering to help in the Church athletic programs. After retirement, Gus and Ruth went on two missions for their Church – one at the Oakland Temple Visitor's Center,

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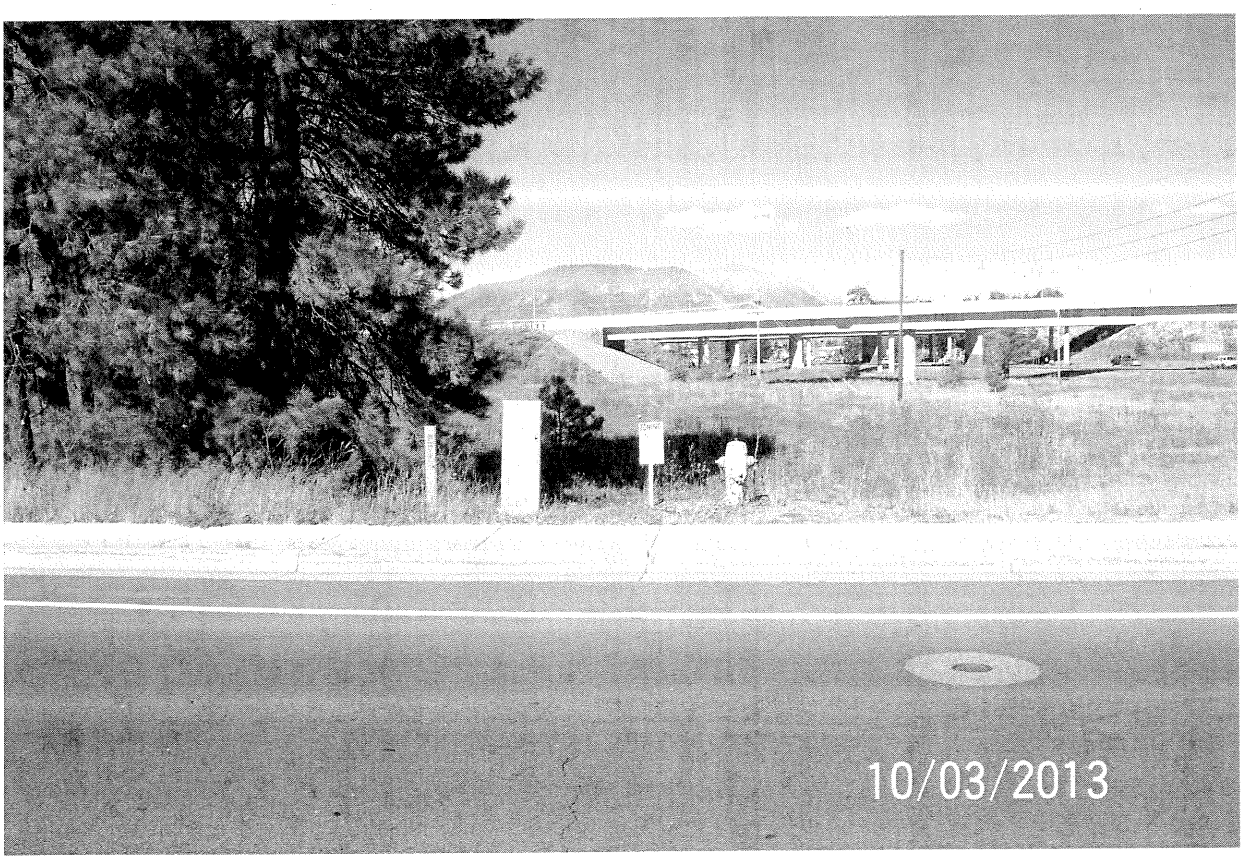
Public Hearing Notice – Posting



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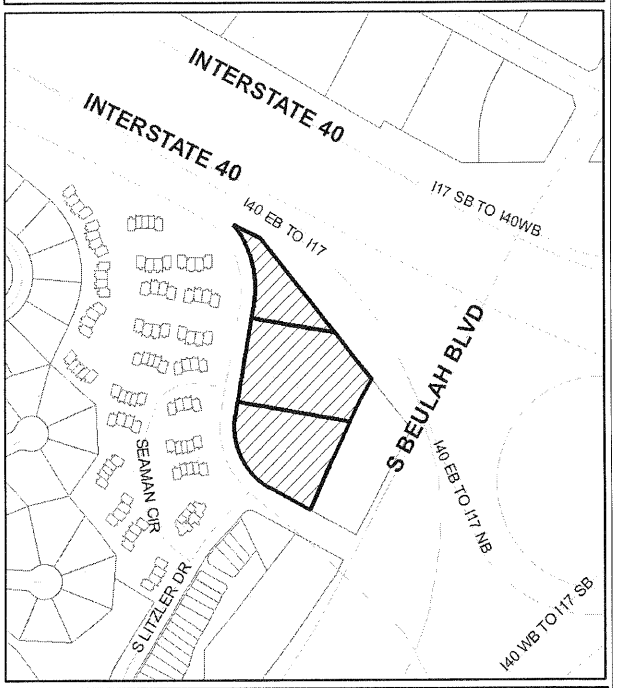

APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

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bkulina@flagstaffaz.gov

Mail: October 4, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263095		3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081		ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	600 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	700 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	800 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157		ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190		ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158		ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182		ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165		BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093		BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067		BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059		CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	3101 S BEULAH BLVD	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058		CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHIANNON JT	4532 W COMMONWEALTH PL	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079		COLLINS JOSHUA DOUGLAS	3200 LITZLER DR 10-140	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105		COOPER FRANK L & WINNIE L CPWROS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098		DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099		DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204		DENHAM KYLE	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187		DERIEUX NICHOLAS A & CORRIEN CPWROS	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094		DONALDSON RACHEL	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159		DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097		EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257037	3264 S LITZLER DR	EVANS BRYAN M & ELLA M	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263102		FINE DEBORAH M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096		FLEMING WILLIAM A & VIOLA	474 PLAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086		GARCIA JESHUA DAVID G	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085		GARN STEVE L & MELANIE PANLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066		GERLAK ROBERT J & JANNA M CPWROS	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170		GINTHER BRYAN D	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205		GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089		GOLOB DEVELOPMENT LLC	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104		GREEN LIGHT INVESTMENTS LLC	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	3250 S LITZLER DR	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263189		HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168		HEAL PROPERTIES LLC	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080		HEITLAND ANN RAE	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172		HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207		HISER BOB & DONNETTA	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075		IMAM SYED AHSAN	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203		JACOBS JONATHAN J	3200 LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083		JDS EST III LLC	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185		JIBRI LLC	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073		KELLAR ROBERT PHILIP & MYONG S	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162		KING DAVID	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074		KINNEY KAREN ELIZABETH	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076		LAPENTA ZACHARY T	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175		LEE LANA A	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065		LEE MARGARET M JT ; JANIS ANTHONY JT	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171		LIANG-DEMIGUEL BERNADETTE	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100		LITZLER LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161		MCDERMOTT/ZICKERMAN LLC	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106		MCDONALD JOSEPH D & RACHAEL L	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160		MCVEY STEVE & LINDA CPWROS	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263088		MILLER FAMILY LIVING TRUST DTD 4-27-10	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263101		MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263178		MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179		NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071		NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152		NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200		NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154		O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174		ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090		PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173		PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062		RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078		REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	3254 S LITZLER DR	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183		ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153		ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103		ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184		ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092		SCHRACHTA JOHN C	3200 S LTIZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186		SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166		SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084		SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043		SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202		SMITH MATTHEW V AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107		SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169		SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201		T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191		TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188		TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069		TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063		WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	3260 S LITZLER DR	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196		WELLS THEODORE	430 EAST ST	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263082		WHITE JANET LEE	3200 S LITZLER DR NO 10-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164		WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087		WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192		ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

GOAL LU1

Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provide a choice of housing types and supporting non-residential uses within walking distances.

Rationale

The Flagstaff area has a relatively finite amount of developable private land. Roughly two-thirds of the area's approximately 48,000 acres of private land are already developed. Increasingly, development in the region has spread across the rural landscape because of the desirability of these rural environs. This leapfrog development is an inefficient use of land and natural and financial resources within the Flagstaff Metropolitan Planning Organization planning area. This dispersed development increases traffic congestion, and places a strain on the ability of the City and County to provide needed services and facilities, such as transportation, police, and fire and emergency services.

A compact land use pattern, on the other hand, shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. The *Regional Plan* establishes an Urban Growth Boundary that identifies lands that are currently most appropriate for compact, urban development. These lands shall be planned for the full range of urban services, and are appropriate for annexation under appropriate conditions. By directing growth to well-defined contiguous areas, development is more efficiently served, open lands and natural resources can be better protected; public facilities and services can be delivered more effectively; neighborhoods can provide a greater range of options for housing types in more areas of the region; and a diverse range of transportation choices can be made available. With a finite supply of land, the *Regional Plan* shall provide for the region's growth in a manner that balances growth and conservation. It is recognized that state trust and privately-owned lands may be developed at their current zoning category unless they are acquired or protected for open space purposes.

Policies and Strategies

Implementation Matrix Key

In the "Time Frame" column, the first number indicates when the action should be initiated and the second number indicates when it should be completed relative to *Regional Plan* ratification. For example, "0–1" means the action should be initiated as soon as possible and be completed no later than within one year of plan ratification. These time frames are set with the understanding that they are meant as best estimates and may have to be adjusted given the numerous parties involved in implementation of any given strategy.

The following abbreviations are used throughout the matrix:

ADOT	Arizona Department of Transportation	**PRA**	Planning Reserve Area
CIP	Capital improvement Program	**RGB**	Rural Growth Boundary
FHWA	Federal Highway Administration	**UGB**	Urban Growth Boundary
FMPO	Flagstaff Metropolitan Planning Organization	**USFS**	United States Forest Service

Policy	Strategy	Respon-sible Party	Time Frame/ Years
Policy LU1.7—Promote Infill Development If properly designed, infill development can serve an important role in achieving quality, mixed-use neighborhoods. The *Regional Plan* promotes infill development in the city's Urban Growth Boundary, in preference to development of outlying or more remote lands adjacent to the city. Development of infill areas in the city shall occur in a manner that is in character and context with existing, surrounding development. In some instances, sensitively designed, high quality infill development can help stabilize and revitalize existing older neighborhoods.	*Strategy LU1.7(a)—Implement McMillan Mesa Master Plan* The McMillan Mesa planning process concluded with a major amendment to the *Regional Plan*, adopted by the City Council, to implement the recommendations of the McMillan Mesa Master Plan. The primary focus of the Master Plan, and the major amendment, is to preserve significant City and private land holdings in the study area as natural open space, while still allowing for some development of other uses and giving consideration to protection of viewsheds and open space corridors and enhancement of quality design. The *Regional Plan* recognizes that certain private lands on the Mesa have approvals in place for development, and that unless they are acquired by the City, these development entitlements cannot be altered.	City	1-5
	Strategy LU1.7(b)—Acquire Access Easements or Open Lands Proceeds from City-owned land that is disposed, sold, or leased for development shall be used to acquire non-motorized access easements, as a priority, or to purchase high priority open lands or critical urban open space lands.	City	Through-out life of *Regional Plan*
	Strategy LU1.7(c)—Develop Community-Based Infill Programs Develop neighborhood infill programs that provide residents with the opportunity to gain familiarity with and provide input on urban design, existing development, compatibility, scale, landscaping and other land use patterns.	City	Through-out life of *Regional Plan*
	Strategy LU1.7(d)—Designate Infill Incentive Areas Where appropriate, designate infill incentive areas that will benefit the neighborhood through the development and application of incentives for development.	City	Through-out life of *Regional Plan*

Policy	Strategy	Respon-sible Party	Time Frame/ Years
Policy LU1.9—Promote Quality Design The *Regional Plan* promotes quality design and development. Particular emphasis shall be placed on improved character of the public realm, including attention to streetscape design, and sensitivity to neighborhood character and context for new development in or near existing neighborhoods. Quality design shall be an important element in successful infill development and redevelopment. In addition, plan policies have been developed which address design standards that minimize risks due to natural hazards, such as floods and wildfire.	See Strategies for Quality Design in the Community Character and Design Element		
Policy LU1.10—Place Emphasis on all Transportation Modes The *Regional Plan* provides for key roadway connections, with highest priority for missing pieces in core parts of the street grid system, including north/south connections. All commercial and residential areas shall include full accommodation for pedestrian and bicycle travel and transit access.	See Strategies in the Transportation Element		
Policy LU1.11—Place Emphasis on and Encourage Traditional Neighborhood Development and Redevelopment Design The *Regional Plan* promotes the creation and establishment of neighborhood units with mixed land uses, a variety of dwelling types, activity centers that are walkable, alternate modes of transportation routes, and design that is sensitive to existing surrounding development.	*Strategy LU1.11(a)—Develop and Apply Various Tools to Achieve Development and Establishment of Traditional Neighborhoods with Mixed-Uses* Use Traditional Neighborhood Design criteria, overlay districts, and incentives to develop Planning Reserve Areas; undeveloped infill sites specifically those designated commercial, and medium- and high-density residential; and redevelopment areas	City	0-1

GOAL HN1

The supply of affordable home ownership, rental, and special needs housing units affordable to low- and moderate-income households will be increased.

Rationale

The greatest deficiency in the Flagstaff housing market is the absence of housing that is affordable to low- and moderate-income households. The median price of a newly constructed house in Flagstaff is $189,000, while the median sales price for existing homes is $177,500. Flagstaff land costs, topography, and geology severely hinder the construction of homes within the range in which 50% of potential homebuyers could afford. Current market rents are too high for the estimated 3,000 households that are living in substandard conditions. While some progress has been made in the construction of affordable rental housing, little progress has been made in the production of affordable owner-occupied housing. In general, affordable housing shall be located in the city, where adequate public facilities and services are available.

Policies and Strategies

Policy	*Strategy*	*Respon-sible Party*	*Time Frame/ Years*
Policy HN1.1—Evaluate and Adjust Housing Policies and Strategies The City and County shall maintain a current assessment of housing and economic conditions and adjust their housing planning, policy, and strategy approaches as necessary to ensure community services and resources are delivered appropriately and efficiently to meet community needs and vision.	*Strategy HN1.1(a)—Increase Funding For Affordable Housing* Increase funding for affordable housing through an aggressive grant/loan/bond writing campaign to fund the priority programs defined in the Flagstaff Consolidated Plan.	City, County, state and federal agencies, private financial institutions, for-profit and non-profit housing providers	Through-out life of *Regional Plan*
	Strategy HN1.1(b)—Ensure Affordable Housing Supply Consider methods to ensure an affordable housing supply, including amending zoning district regulations; establishing incentive programs, density bonuses, and housing set-asides where legal; supporting non-profit developers in addressing special population needs; and providing support through non-profit agencies for the marketing and sale of affordable units.	City, County, for-profit and non-profit housing providers	0-3
	Strategy HN1.1(c)—Special Needs Facilities Support the development of facilities and services for homeless persons, persons with AIDS, victims of domestic violence, the elderly, handicapped, mentally ill, and disabled.	City, County, non-profit housing providers, state agencies	0-5

GOAL T3

The region's development pattern will support a diverse range of transportation choices, including transit, walking and bicycling, as well as driving.

Rationale

In general, development in the region is oriented to a street system developed to serve the automobile. Auto-oriented development patterns lend to sprawling subdivisions and strip commercial developments. This land development pattern typically is not in a form or density that supports transit, walking, or bicycling, although exceptions can be found Downtown and in older neighborhoods. In order to support a multi-modal transportation system, the region's development patterns must change to support a balanced transportation system.

Policy	*Strategy*	*Respon-sible Party*	*Time Frame/ Years*
Policy T3.1—Establish a Comprehensive Bicycling Network and Trails System This system shall connect all residential and commercial districts of the region, and provide direct access to schools, the NAU campus, public parks and the external recreational trail system on public lands. Advanced cyclists will largely be served by on-street facilities: bike lanes, wide shoulders, and in limited circumstances, wide curb lanes. Where no opportunities for such facilities exist, advanced cyclists may be accommodated on off-street multi-use paths. In many cases, parallel systems will be necessary to serve the utilitarian needs of basic riders. This may mean parallel paved bike paths or multi-use paths or nearby, parallel roads with lower volumes of traffic. The utilitarian trips of children cyclists–primarily trips to school–will be accommodated on signed bike routes, bike lanes on lower volume roads (i.e., minor collectors), and, where compatible with the Flagstaff Urban Trail System plan, off-street multi-use paths. Speed, volume, and connectivity factors, among others, will influence which types of facilities are necessary and when they must be improved to accommodate the various levels of cyclists.	*Strategy T3.1(a)—Implement Transportation Improvement Program* Develop pedestrian, bicycle, and trail master plans and incorporate related projects into the Transportation Improvement Program.	City, County, FMPO	Annually
	Strategy T3.1(b)—Coordinate Trail Programs with USFS Trail System The City and County shall coordinate the trail program with the Forest Service to support the policies in this *Regional Plan* and the recommendations in the *Greater Flagstaff Area Open Spaces and Greenways Plan.*	City, County, USFS	Through-out life of *Regional Plan*
	Strategy T3.1(c)—Identify Critical Bikeways Corridors Critical corridors will be identified for bikeways to establish a system that provides connectivity and mobility for bicyclists.	City, County, FMPO	0-2
	Strategy T3.1(d)—Develop Bikeways Facilities Develop bikeways facilities that serve the utilitarian needs of advanced, basic, and children bicyclists.	City, County, State & FMPO	0-2
	Strategy T3.1(e)—Develop Standards for Range of Cyclists Develop standards for the development of bikeways facilities for advanced, basic, and children cyclists.	City, County, State & FMPO	0-2

Policy	Strategy	Responsible Party	Time Frame/ Years
Policy OSPR1.5—Protect "Neighborwoods" Preserve "Neighborwoods" to the extent possible in order to create buffers between communities and to provide recreational opportunities for nearby residents. Should development occur in "Neighborwoods" areas, provisions shall be incorporated to ensure continued access to public lands.	*Strategy OSPR1.5(a)—Preserve "Neighborwoods"* Adopt vegetation and wildlife protection standards and guidelines to preserve "Neighborwoods" between residential communities.	City & County	0-3
	Strategy OSPR1.5(b)—Establish "Neighborwoods" Associations Establish "Neighborwoods" associations to provide stewardship of designated adjacent open space lands.	City & County in cooperation with home-owners associations, neighborhood groups, etc.	1-5
Policy OSPR1.6—Provide Parks, Open Space, And Recreation Facilities Throughout the Region Integrate parks, open space, and recreational facilities when suitable with other public facilities. Recreational use of regional open space land may be permitted where it is consistent with the Land Use Plan and other policies. Active and passive recreational sites shall be located throughout the region to diffuse the impact of growth and development. The location of recreational sites on the interface areas between the city and the county shall be used as a means to provide recreational uses to nearby city and county residents.	*Strategy OSPR1.6(a)—Adopt Locational Policies* Adopt location policies and standards for the development of parks, open space, and recreational facilities.	City & County	0-3
	Strategy OSPR1.6(b)—Pursue Acquisition of Open Space Properties Fund an open spaces acquisition and management program by pursuing sources of revenues, such as private funding and donations, sales taxes, impact fees, private-public partnerships, grants, and easements.	City & County	Throughout life of *Regional Plan*
	Strategy OSPR1.6(c)—Acquire and Designate Lands for Parks/Recreation Acquire additional park/recreation lands, and/or designated City-owned lands, to accommodate growth and eliminate deficiencies.	City	Throughout life of *Regional Plan*

Policy	Strategy	Respon-sible Party	Time Frame/ Years
Policy CD1.4—Protect Forested Settings, Key Entry Points, and Corridors The presence of forested settings and viewsheds are key features in the region and present particularly strong experiences at entry points to the community and along key highway corridors. Their character shall be retained and enhanced.	*Strategy CD1.4(a)—Coordinate with ADOT and USFS* The City and the County shall work with ADOT and USFS to develop standards and guidelines to protect, maintain and enhance the function and visual character of entryways and key highway, mountains, and viewsheds.	City, County, ADOT, USFS	1-5
	Strategy CD1.4(b)—Develop Design Standards The City and the County shall develop design standards and guidelines to protect and enhance viewsheds, entry points, and key roadway corridors.	City & County	0-3
Policy CD1.5—Continue Inter-agency Coordination for Development and Protection of Wildlife Habitat and Corridors Continue coordination between governmental agencies which provides early identification of potential development areas that are attractive to wildlife and that create nuisance problems and conditions that are dangerous to people and/or wildlife.	*Strategy CD1.5(a)—Through Planning Efforts Attempt to Avoid Potential Human-Wildlife Conflicts* The City and County should consult with the appropriate state and federal agencies for their review and comments in order to avoid creating potential human-wildlife conflict situations.	City, County, USFS, AZ Game & Fish	Through-out life of *Regional Plan*

GOAL CD2

The Flagstaff region will continue to protect its unique character that reflects its forested setting of ponderosa pine trees, piñon and juniper vegetation, and meadows through quality design and development. Emphasis will be placed on quality design in both the public realm—streets, civic buildings, and other public spaces—as well as the private realm—commercial buildings, work places, and housing. Preservation of vegetation and wildlife are part of the quality design and development process.

Rationale

The significant natural areas in the region enrich the community's quality of life in many ways, including by providing scenic vistas and numerous recreational opportunities. As the community develops, it is important that the natural appearing landscapes adjacent to urban and residential areas be maintained. Development should blend harmoniously with the natural environment. Through the thoughtful design of new and redeveloping areas, connections to the natural environment can be provided and impacts to topographic features minimized. Buildings, streets, landscaping, and public outdoor spaces will be arranged to preserve and accentuate the city's and the region's unsurpassed scenic views. To the extent that the preservation, acquisition, or creation of open spaces during the development design and review process is required, vegetation, wildlife and habitat should be preserved.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE:

Discussion of Ordinance No. 2013-24: An ordinance amending the Flagstaff Zoning Map designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from "SC", Suburban Commercial, to " HR", High Density Residential (Amending Zoning Map for Trailside Apartments). ***The Public Hearing for this item will be held on December 3, 2013.***

RECOMMENDED ACTION:

Council discussion and public comment
At the December 3, 2013 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2013-24 by title only for the first time
3) City Clerk reads Ordinance No. 2013-24 by title only for the first time (if approved above)
At the December 17, 2013 Council Meeting:
4) Read Ordinance No. 2013-24 by title only for the final time
5) City Clerk reads Ordinance No. 2013-24 by title only for the final time (if approved above
6) Adopt Ordinance No. 2013-24

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this Zoning Map amendment request at its regular meeting on October 23, 2013. The Planning Commission voted (7-0) to forward the request to the City Council with a recommendation of approval subject to two conditions. The attached ordinance list the two conditions of approval. Zoning Map amendments are required to be adopted by ordinance.

Subsidiary Decisions Points:
If the first reading of the ordinance is successful, the attached Development Agreement will be scheduled for consideration by the City Council on December 17, 2013, prior to the second reading of the ordinance.

Financial Impact:

None

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

This Zoning Map amendment request is accompanied by a Regional Plan amendment request.

Options and Alternatives:

The City Council may approve the ordinance with the proposed conditions, approve the ordinance with additional or modified conditions, or deny the ordinance.

Background/History:

See the Introduction/Background section of the Planning and Zoning Commission Zoning Map Amendment Staff Report, dated October 23, 2013, a copy of which is attached, for the Background/History discussion.

Key Considerations:

Zoning Map amendments are adopted by the City Council via ordinance. Ordinance No. 2013-24 changes the Zoning Map designation of approximately 4.02 acres from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this Zoning Map amendment request are addressed in the attached Planning and Zoning Commission Zoning Map Amendment Staff Report, dated October 23, 2013.

Community Involvement:

Inform

The Developer held a neighborhood meeting on September 6, 2013, at which sixteen people attended. Notice of the neighborhood meeting was provided in accordance with the Zoning Code. The results of the neighborhood meeting are included in the Citizen Participation Plan and Report, a copy of which is attached to the accompanying Regional Land Use and Transportation Plan Amendment Staff Report. The Planning and Zoning Commission conducted a Public Hearing on October 23, 2013. Notice of that Public Hearing was provided in accordance with State statute and the Zoning Code. At the Planning and Zoning Commission meeting, one member of the public provided comments expressing concern about traffic, parking, and the possibility of the proposed development compromising the views to the mountains. The member of the public further commented that they would rather see an apartment complex developed on on the subject property rather than a commercial use.

As of this writing, staff has received one letter, from the Sinclair Springs Townhomes Owners Association, and one phone call. The letter expressed concerns over parking and building height, as it related to the view of the mountains. The caller was looking to gather additional information related to the proposal and stated that a comment letter would be forthcoming. To date, staff has not received that letter.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Zoning Map amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2013-24.
- The City Council may approve the Zoning Map amendment with additional or modified conditions of approval.
- The City Council may deny the Zoning Map amendment.

Attachments: Ord. 2013-24
CC Public Hearing Legal Notices
Draft PZC Minutes (10/23/2013)
PZC Staff Report
PZC Staff Report Attachments

ORDINANCE NO. 2013-24

AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 4.02 ACRES OF REAL PROPERTY LOCATED AT 600 WEST UNIVERSITY HEIGHTS DRIVE FROM "SC", SUBURBAN COMMERCIAL, TO "HDR", HIGH DENSITY RESIDENTIAL

RECITALS:

WHEREAS, the applicant has applied for a map amendment of approximately 4.02 acres of real property located within the City of Flagstaff at 600 West University Heights Drive, a legal description of which is designated as **Exhibit "A"**, attached hereto and incorporated by this reference, from "SC", Suburban Commercial, to "HDR", High Density Residential, for purposes of developing multi-family residential apartment complex and attendant features; and

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

WHEREAS, the Planning and Zoning Commission has formally considered the proposed map amendment application, following proper notice and hearing, on October 23, 2013 with the result that the Planning and Zoning Commission has recommended approval of the requested zoning application, subject to the following conditions:

1. The subject property be developed in substantial conformance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on September 9, 2013 and as presented to the Planning and Zoning Commission with this amendment request.
2. Prior to building permit submittal, the Property Owner shall combine Coconino County Assessor parcel numbers 111-20-013A, 112-20-14B, and 112-20-015B.

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

WHEREAS, staff recommends approval of the map amendment application, subject to the conditions 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 to "HDR", High Density Residential.

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

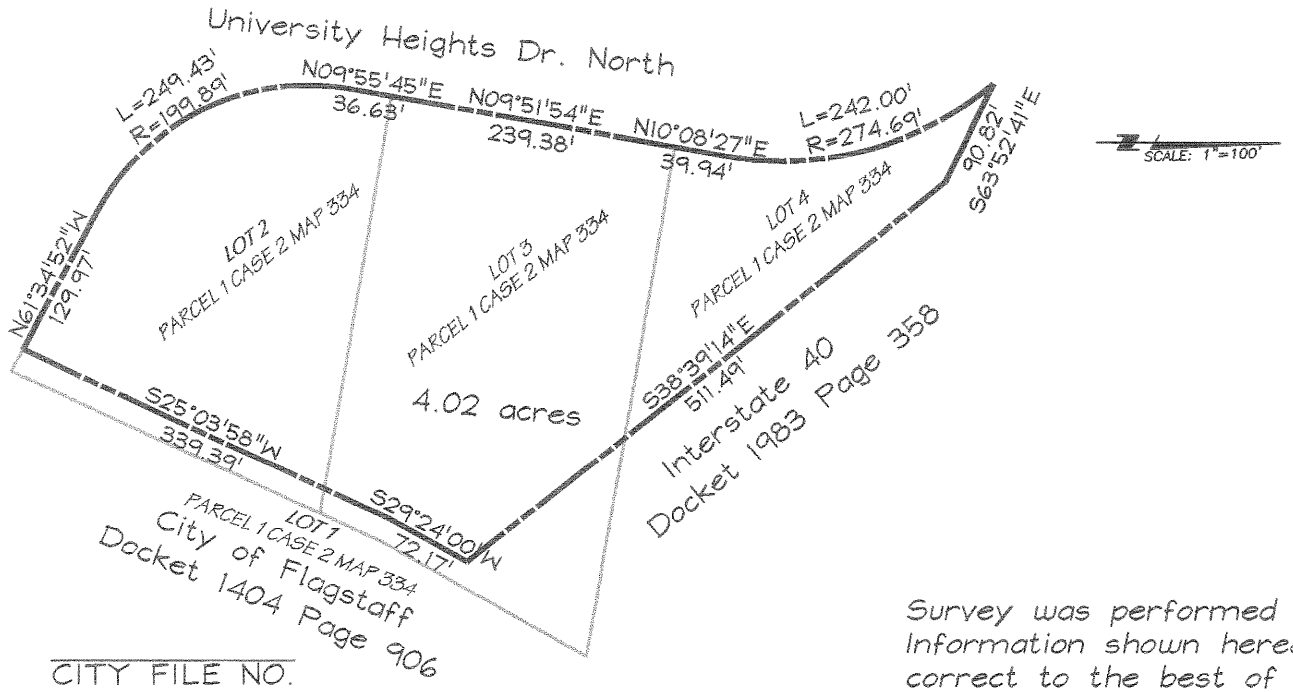
EXHIBIT "A"

TO

ORDINANCE NO. 2013-24

REZONING LEGAL DESCRIPTION
OF
INSTRUMENT 3564866

PORTIONS OF LOTS 2, 3, & 4 OF PARCEL 1, DIVISION OF LAND MAP RECORDED IN CASE 2 MAP 334 AND A PORTION OF "COMMERCIAL AREA" AS SHOWN ON FINAL PLAT OF UNIVERSITY HEIGHTS, CASE 2 MAP 276, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



CITY FILE NO.

DESCRIPTIVE TITLE

Survey was performed in July of 2012. Information shown hereon is true and correct to the best of my knowledge.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 2/11/13
ARIZONA U.S.A.

Expires on 3/31/15

HORIZONTAL SCALE: 1"=100'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 12965
DATE: 2/11/13

Mogollon Engineering & Surveying Inc
411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B
LEGAL
DESCRIPTION

LEGAL DESCRIPTION FROM TITLE REPORT, PTA #00666256, 9/06/2012:

LOTS 2, 3, AND 4, PARCEL 1, AS SHOWN ON DIVISION OF LAND MAPS, RECORDED IN CASE 2, MAP 334, RECORDS OF COCONINO COUNTY, ARIZONA, BEING A RESUBDIVISION OF "COMMERCIAL AREA" OF UNIVERSITY HEIGHTS, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 276-276D, RECORDS OF COCONINO COUNTY, ARIZONA.

EXCEPTING THEREFROM ANY PORTION OF SUBJECT PROPERTY CONVEYED TO THE CITY OF FLAGSTAFF RECORDED IN DOCKET 1404, PAGE 906, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

AN IRREGULAR SHAPED PAREL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANCE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED AS UNIVERSITY HEIGHTS AND RECORDED IN CASE 2 MAP 276-276D, (RECORD #1, R1) OFFICE OF THE RECORDER (O,C,C,R,), FLAGSTAFF, ARIZONA, AND BEING MORE PARTICULARLLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND BOUND ON THE WEST BY THE WEST LINE OF A 40 FOOT WIDE DRAINAGE EASEMENT DESCRIBED IN (R1) AND BOUND ON THE EAST BY THE EAST LINE OF SAID (R1), WHICH IS COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF U.S. ROUTE 89.

EXCEPT THEREFROM ANY PORTION LYING WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCKET 609, PAGE 74 (O.C.C.R.).

ALSO EXCEPT THEREFROM ANY PORTION WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCKET 1376, PAGE 15 (O.C.C.R.).

ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN LOTS 9 AND 10 (R1).

AND

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF ARIZONA, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, BY INSTRUMENT RECORDED AS DOCKET 1983, PAGE 358, RECORDS OF COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 3 AND 4, PARCEL 1, AS SHOWN ON DIVISION OF LAND MAPS, RECORDED IN CASE 2, MAP 334, RECORDS OF COCONINO COUNTY, ARIZONA, BEING A RESUBDIVISION OF "COMMERCIAL AREA" OF UNIVERSITY HEIGHTS, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 276-276D, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" IRON PIPE MARKING THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

THENCE SOUTH 00°32'30" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 420.69 FEET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (ASHFORK-FLAGSTAFF HIGHWAY);

THENCE NORTH 63°52'40" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.83 FEET TO THE TRUE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE CONTINUING NORTH 63°52'40" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 264.70 FEET;

THENCE NORTH 26°17'10" EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 63°52'40" WEST, A DISTANCE OF 416.85 FEET;

THENCE FROM A LOCAL TANGENT BEARING OF SOUTH 63°52'40" EAST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A LENGTH OF 118.78 FEET;

THENCE SOUTH 63°52'40" EAST, A DISTANCE OF 90.86 FEET;

THENCE SOUTH 38°39'42" EAST, A DISTANCE OF 511.75 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE ALONG SAID EASTERLY LINE OF SAID LOTS 3 AND 4, NORTH 29°24'13" EAST, A DISTANCE OF 218.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.02 ACRES OF LAND MORE OR LESS AS SHOWN ON EXHIBIT B WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 2/11/13
ARIZONA, U.S.A.
Expires: 3/31/15

City File Number _____

Descriptive Title _____

ZONING

Notice is hereby given that the City of Flagstaff will hold a

PUBLIC HEARING

At Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, Arizona

6:00 p.m. on December 3, 2013

For the purpose of considering the following:

REGIONAL LAND USE AND TRANSPORTATION PLAN AMENDMENT FROM PARKS TO HIGH DENSITY RESIDENTIAL AND ZONING MAP AMENDMENT FROM SUBURBAN COMMERCIAL (SC) TO THE HIGH DENSITY RESIDENTIAL (HR) RELATED TO 4.02 ACRES LOCATED AT 600 W. UNIVERSITY HEIGHTS DRIVE N.

Interested persons may appear at the meeting and be heard for or against any proposed action regarding the area, or may file a written statement.

For Information Contact

Brian Kulina, Planning Development Manager
211 W Aspen Avenue, Flagstaff, AZ 86001
bkulina@flagstaffaz.gov, (928) 213-2613

City of Flagstaff

Posted November 1, 2013 at 600 W University Heights Dr N by Brian Kulina

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will hold a Public Hearing on November 19, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered:
A proposed Regional Land Use and Transportation Plan amendment from Parks to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

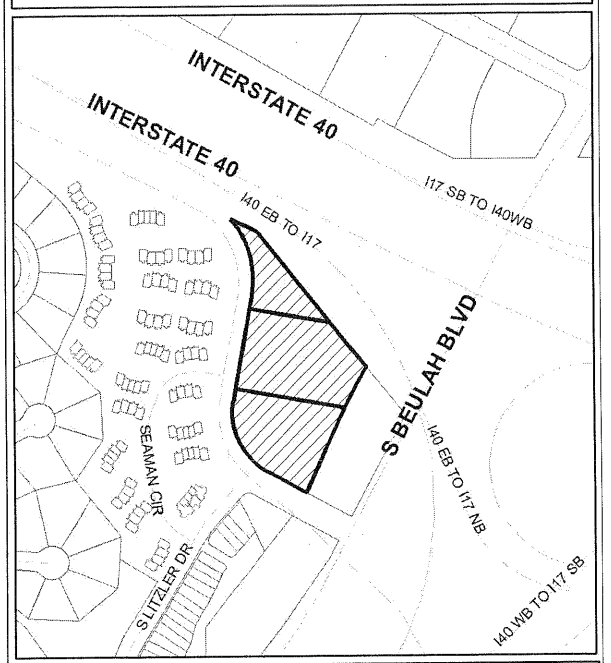
The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

B. General Description of the Affected Area:
Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov

Publish: November 1, 2013

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will hold a Public Hearing on November 19, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered:
A proposed Regional Land Use and Transportation Plan amendment from Parks to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

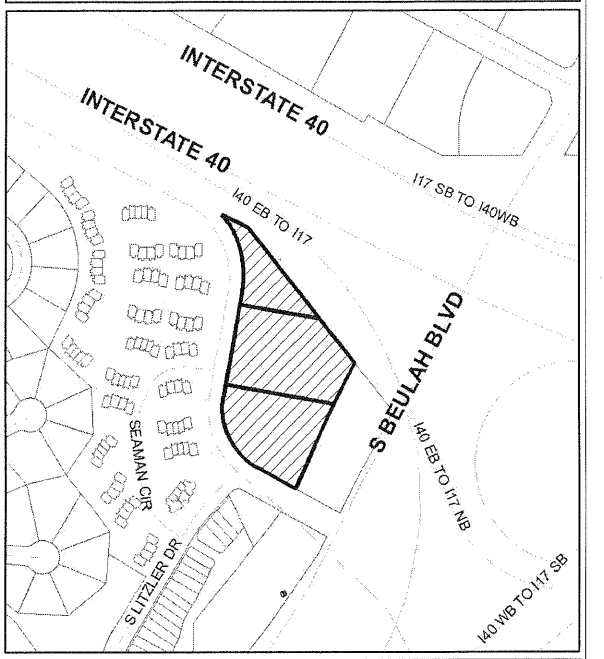
The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

B. General Description of the Affected Area:
Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, located within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



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Mail: November 1, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

APN		Name	Address	City/State/Zip	Subdivision
11263095		3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081		ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	600 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	700 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	800 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157		ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190		ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158		ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182		ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165		BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093		BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067		BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059		CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	3101 S BEULAH BLVD	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058		CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHIANNON JT	4532 W COMMONWEALTH PL	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079		COLLINS JOSHUA DOUGLAS	3200 LITZLER DR 10-140	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105		COOPER FRANK L & WINNIE L CPWROS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098		DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099		DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204		DENHAM KYLE	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187		DERIEUX NICHOLAS A & CORRIEN CPWROS	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094		DONALDSON RACHEL	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159		DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097		EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257037	3264 S LITZLER DR	EVANS BRYAN M & ELLA M	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263102		FINE DEBORAH M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096		FLEMING WILLIAM A & VIOLA	474 PLAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086		GARCIA JESHUA DAVID G	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085		GARN STEVE L & MELANIE PANLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066		GERLAK ROBERT J & JANNA M CPWROS	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170		GINTHER BRYAN D	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205		GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089		GOLOB DEVELOPMENT LLC	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104		GREEN LIGHT INVESTMENTS LLC	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	3250 S LITZLER DR	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263189		HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168		HEAL PROPERTIES LLC	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080		HEITLAND ANN RAE	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172		HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207		HISER BOB & DONNETTA	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075		IMAM SYED AHSAN	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203		JACOBS JONATHAN J	3200 LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083		JDS EST III LLC	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185		JIBRI LLC	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073		KELLAR ROBERT PHILIP & MYONG S	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162		KING DAVID	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074		KINNEY KAREN ELIZABETH	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076		LAPENTA ZACHARY T	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175		LEE LANA A	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065		LEE MARGARET M JT ; JANIS ANTHONY JT	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171		LIANG-DEMIGUEL BERNADETTE	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100		LITZLER LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161		MCDERMOTT/ZICKERMAN LLC	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106		MCDONALD JOSEPH D & RACHAEL L	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160		MCVEY STEVE & LINDA CPWROS	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263088		MILLER FAMILY LIVING TRUST DTD 4-27-10	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263101		MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263178		MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179		NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071		NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152		NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200		NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154		O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174		ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090		PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173		PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062		RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078		REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	3254 S LITZLER DR	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183		ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153		ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103		ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184		ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092		SCHRACHTA JOHN C	3200 S LTIZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186		SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166		SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084		SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043		SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202		SMITH MATTHEW V AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107		SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169		SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201		T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191		TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188		TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069		TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063		WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	3260 S LITZLER DR	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196		WELLS THEODORE	430 EAST ST	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263082		WHITE JANET LEE	3200 S LITZLER DR NO 10-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164		WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087		WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192		ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, October 23, 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; Jim McCarthy; Justin Ramsey; Tina Pfeiffer; Stephen Dorsett, Vice Chairman; Steve Jackson; Paul Moore

CITY STAFF:

Mark Sawyers, Staff Liaison

Brian Kulina, Planning Development Manager

Kimberly Sharp, Comprehensive Planning Manager

Becky Cardiff, Recording Secretary

GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

1) Regular meeting of October 9, 2013.

Motion: Move to approve the minutes of the Regular Meeting of October 9, 2013, as submitted **Action:** Approve as submitted **Moved by:** Commissioner McCarthy **Seconded by:** Commissioner Jackson. Motion carried unanimously with Commissioner Moore abstaining due to his absence at the meeting.

PUBLIC HEARING

1. Trailside Apartments

Address:	600 W University Heights Drive North
Assessor's Parcel Number:	112-20-013A, 014B, 015B
Property Owner:	Chason Development
Applicant:	Mogollon Engineering
Application Number:	**PGMG 2013-0001**
City Staff:	Brian Kulina
Action Sought:	Regional Land Use and Transportation Plan Amendment

A Regional Land Use and Transportation Plan amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on the resource protection calculation in conjunction with the Affordable Housing Incentive Policy.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, introduced the Development team for the proposed project and indicated they were available for questions.

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

Public Comment:

Ms. Berta Glawischnig, resident of The Village of University Heights, expressed concern about traffic, parking and the possibility of the proposed project compromising the viewshed. She indicated she would rather have apartments instead of something like a Wal-Mart.

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

Discussion was held about the proposed project. Chairman Carpenter expressed his concern about voting on the Regional Plan Amendment before hearing staff's presentation on the rezoning application which follows. He recommended to the Commission to postpone voting on this application until the rezoning application is heard.

2. Trailside Apartments

Address:	600 W University Heights Drive North
Assessor's Parcel Number:	112-20-013A, 014B, 015B
Property Owner:	Chason Development
Applicant:	Mogollon Engineering
Application Number:	**PREZ 2013-0002**
City Staff:	Brian Kulina
Action Sought:	Zoning Map Amendment

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone . to the High Density Residential (HR) zone.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on access, parking and the allowed reductions.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, discussed the parking reduction was given due to the proximity to a bus station and also expressed the owner would like a Development Agreement drafted just as much as the city so he doesn't believe that it should be a condition of the project. He also discussed traffic, access conditions and each building will have rainwater harvesting. Mr. Hotsenpillar also answered questions on flood zone issues.

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

Public Comment: None

Motion: Motion to close the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Vice Chairman Dorsett. Motion carried unanimously.

Discussion was held on the proposed project.

Motion: Motion to forward to City Council for approval application PGMG 2013-0001 , to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Dorsett. Motion carried unanimously.

Motion: Motion to forward to City Council for approval application PREZ 2013-0002, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone to the High Density Residential (HR) zone **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Moore. Motion carried unanimously.

Little America Hotels & Resorts

Address:	2515 E Butler Avenue
Assessor's Parcel Number:	106-09-001, 106-09-002, 106-04-005B, 106-04-009F, 106-10-002, 106-10-001D, 106-10-001C, 106-10-001B, 104-12-004
Property Owner:	Holding Family
Applicant:	Little America Hotels & Resorts, Inc.
Application Number:	**PSPR 2013-0013**
City Staff:	Kimberly Sharp
Action Sought:	Major Regional Plan Amendment

A Major Regional Plan Amendment request from Design Workshop, Inc. on behalf of the Holding Family, to amend land use designations of approximately 505 acres located at 2515 E Butler Avenue from Planning Reserve Area (PRA) to Regional Commercial, High-Density, Medium Density, and Low Density Residential, and Urban Open Space.

Ms. Sharp gave a brief introduction of the proposed project and then introduced the development team.

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PREZ 2013-0002

DATE:	**October 15, 2013**
MEETING DATE:	**October 23, 2013**
REPORT BY:	**Brian Kulina**

REQUEST:

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) to High Density Residential (HDR).

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Zoning Map amendment to the City Council with a recommendation for approval subject to the conditions as noted in the Recommendation section of this report.

PRESENT LAND USE:

Undeveloped land in the Suburban Commercial (SC) zone.

PROPOSED LAND USE:

A 111-unit, multi-family residential apartment complex containing three (3) apartment building, three (3) carriage buildings, and a clubhouse.

NEIGHBORHOOD DEVELOPMENT:

North: Interstate-40 and Woodland Village Shopping Center; Highway Commercial (HC) zone
East: Interstate-17, Circle K, and Table Rock Apartments; Highway Commercial (HC) and High Density Residential (HR) zones
South: Townhomes; High Density Residential (HR) zone
West: Village at University Heights Condominiums; High Density Residential (HR) zone

REQUIRED FINDINGS:

STAFF REVIEW. An application for a Zoning Map amendment 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 Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

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 of Flagstaff (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 Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a Zoning Map amendment to rezone approximately 4.02 acres located at 600 W University Heights Drive North from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone. This amendment would allow the development of a 111 unit multi-family residential apartment complex with 12 affordable housing units set at an average of 80 percent Area Median Income for a period of 30 years. The subject property is currently undeveloped land with some large groupings of ponderosa pine trees. The terrain has a slope gradient of three-and-one-half percent (3.5%) from the north to the south toward Sinclair Wash. For additional information on the reason for the request, site characteristics, and anticipated community benefits, please reference the attached Site Analysis and Reason for Request Narrative.

Land uses north of the subject property, across Interstate-40 along Woodlands Village Boulevard, are predominately commercial and include such amenities as hotels, grocery stores, restaurants, banks, clothing stores, office supply stores, and physical fitness facilities. Land uses to the east of the subject property, across Beulah Boulevard and Interstate-17, are a mixture of commercial and residential development and include a convenience store and an apartment complex. The land uses to the south and west of the subject property, across University Heights Drive North, are comprised of various types of residential development, including single-family, townhouse, and condominiums.

If the Zoning Map amendment request is approved, the next steps in the process will be the filing of an application for Site Plan review followed by Civil Construction Plan submittal and Building Plan submittal. A Development Agreement between the City and Chason Development has been drafted, a copy of which is attached to this report, for the dedication of affordable housing units and must be approved by the City Council via a resolution prior to the second reading of the Zoning Map amendment ordinance. The subject property currently covers three separately identified parcels (APN's 112-20-013A, -014B, and -015B). These parcels must be combined into one parcel prior to building permit submittal.

A Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment request, which is directly related to this application, was recommended for approval by staff on September 9, 2013. Final action on the Regional Plan amendment was taken by the Planning and Zoning Commission prior to the consideration of this application.

Proposed Development Concept Plans

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a Zoning Map amendment for a 111-unit, multi-family residential apartment complex known as "Trailside Apartments."

General Plan – Flagstaff Area Regional Land Use and Transportation Plan

The Regional Plan identifies the subject property as having a land use designation of Parks and Recreation. A Regional Plan amendment to change the land use designation to High Density Residential has been requested by the Application and was considered prior to the consideration of this application. All substantive Regional Plan issues were addressed in the previous

Regional Plan amendment report. The zoning contemplated by this Zoning Map amendment request is in conformance with the land use designation contemplated in the accompanying Regional Plan amendment request.

Zoning – City of Flagstaff Zoning Code

The City of Flagstaff Zoning Code, which was adopted in November 2011, (the "Zoning Code") identifies the 4.02 acre subject property as being located in the Suburban Commercial (SC) zone. Multi-family residential uses are allowed within the SC zone as part of a mixed-use development located above or behind permitted non-residential uses or when classified as a Planned Residential Development, which is subject to the issuance of a Conditional Use Permit (Section 10-40.30.040.B of the Zoning Code, Page 40.30-16); however, these development options are limited to a maximum density of 13 dwelling units/acre and a maximum building height of 25 feet. A comparison of the current and proposed zoning can be found under the "Building Form and Density Standards" subsection of this report.

Open Space

Development within the proposed High Density Residential (HR) zone is required to maintain a minimum of 15 percent of the lot area as open space. In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-9), the areas set aside for resource preservation (i.e. floodplains, slopes, and forests), active and passive recreation uses, landscape areas, and community gardens may be used to satisfy the open space standard. Using these parameters, the 4.02 acre (175,111 square feet) site is required to maintain at least 26,267 square feet of open space. The proposed development maintains 49,154 square feet of open space, which is 28% of the lot area. The majority of the open space is clustered around the clubhouse and in the middle of the site, which provides an outdoor amenity with playground equipment and barbeques.

Building Form and Density Standards

Table 1 below compares development standards for the existing SC zone and the proposed HR zone. The maximum permitted building height in the HR zone is 60 feet. The maximum building height proposed is 39 feet, 6 inches for the three (3) apartment buildings, 24 feet, 3 inches for the three (3) carriage buildings, and 23 feet for the clubhouse.

In the HR zone, the maximum density is 22 dwelling units/acre within the Resource Protection Overlay (RPO) zone and 29 dwelling units/acre outside of the RPO zone. The subject property is located within the RPO zone and is proposed to develop at the maximum density permitted. Section 10-30.20.050 of the Zoning Code (Page 30.20-7) allows for the use of a density bonus, which is an increase in residential units over the maximum residential density permitted, when at least 10 percent of the proposed dwelling units are designated affordable. The Developer has agreed, as evidenced by the attached draft Development Agreement, to develop 14 percent of the proposed dwelling units as affordable. In accordance with Table 10-30.20.050.A of the Zoning Code (Page 30.20-8), this provides for a density bonus of 27 percent. The following formula was used in the implementation of the density bonus:

> The development has a maximum density of 88 units (22 du/ac x 4.02 ac) and provides 12 units (14 percent) affordable to category 1 households, the density bonus is 23 units (27 percent), calculated as 88 x .27 = 23 units.

When the density bonus is added to the maximum permitted density, the subject property is entitled to develop 111 units.

The subject property has two street frontages, Beulah Boulevard and University Heights Drive North, and backs up to Interstate-40 Arizona Department of Transportation (ADOT) right-of-way. The setbacks applied to the development of this site are as follows: 10-foot front setback along University Heights Drive North, 15-foot rear setback along Beulah Boulevard/Sinclair Wash, and 5-foot side setback along Interstate-40 ADOT right-of-way.

Table 1 – Comparison of Development Standards		
Standard	**Existing Zone (SC)**	**Proposed Zone (HR)**
Acres	4.02	4.02
Total Resource Protection Land (acres)	4.02	4.02
Maximum Building Height (feet)	25	60
Maximum Coverage	0.8 FAR	50%
Building Placement Requirements (Minimum Setbacks):		
Front (feet)	15	10 (second floor and below) 15 (above second floor)
Side (feet)	15 (adjacent to residential) 0 (all other uses) 10 (exterior)	5 (interior lots) 5 (corner lots, interior) 5 (corner lots, exterior)
Rear (feet)	15 (adjacent to residential) 0 (all other uses)	15
Minimum Open Space (%)	15 (when part of mixed-use development or planned residential development)	15
Density Requirements:		
Minimum (du/ac)	0	13
Maximum, Inside RPO (du/ac)	13	22
Maximum, Outside RPO (du/ac)	13	29

Parking

Table 10-50.80.040.A of the Zoning Code (Page 50.80-6) establishes the minimum number of parking spaces required for development. Parking for a multi-family development is calculated per unit type provided with different parking standards for market rate units and affordable units. The affordable unit parking standard is intended to be used as an affordable housing incentive. As such it is a reduced requirement from the market rate standard. The Developer is not proposing the use of the affordable standard and has instead used the market rate standard to calculate the required parking as follows:

Unit Type	**Parking Standard (per unit)**	**Number of Units Provided**	**Parking Required**
Studio	1.25	9	11.25
1 Bedroom	1.5	54 (includes carriage units)	81
2+ Bedroom	2.0	48	96
Guest Space for Multi-Family Dwelling	0.25 per each 2+ bedroom unit	48	12
		Total	**200.25**

In accordance with Section 10-50.80.060.A.1 of the Zoning Code (Page 50.80-12), a parking reduction up to 10 percent may be approved for any use within one-quarter of a mile of a bus stop. Currently, there is a stop for Route 4 of the Mountain Line service line located approximately one-fifth of a mile from the intersection of University Heights Drive North and Beulah Boulevard. The Developer has proposed to take advantage of this allowed reduction and reduce the required parking by 11 spaces (5.5%). The total on-site parking provided for this development is 189 spaces, which is comprised of 75 garage

spaces, 114 surface spaces, and 7 accessible spaces. A final parking analysis done with the review of a more detailed site plan submittal will ensure that all parking spaces and drive aisles meet the minimum dimension standards.

Design Review

Site Planning Standards
In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), the Applicant conducted a site analysis, a copy of which is attached to this report, that considers the topography of the site, solar orientation, existing/native vegetation types and relative quality, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Implementation of the findings of the site analysis will be ensured during the review of a more detailed site plan submittal.

Pedestrian and Bicycle Circulation Systems
On-site pedestrian circulation is provided through an extensive network of walkways. These walkways are designed to on-site connections between several internal functions, including building entrances, parking areas, and open space amenities. In addition, they provide off-site connections to the adjoining public sidewalks and Flagstaff Urban Trail System (FUTS) trail, which can both be used to access nearby transit stops and other non-residential amenities.

While there is no dedicated on-site bicycle circulation system, bicycles can utilize the on-site pedestrian system to gain access to building entrances, open space amenities, and the adjoining public sidewalks and FUTS trail. In accordance with Section 10-30.60.040.A.3 of the Zoning Code (Page 30.60-7) and Section 10-50.80.050 of the Zoning Code (Page 50.80-11), 12 bicycle parking spaces, utilizing a rack system, are being provided on-site.

Parking Lots, Driveways, and Service Areas
One hundred fourteen (114) surface parking spaces are provided on-site. The majority of these spaces are screened from the public way by the placement of the buildings. The remaining perimeter spaces are setback from the property line and will be screened with landscaping in accordance with Section 10-30.60.050.A.4 of the Zoning Code (Page 30.60-9).

Design standards require new development to minimize the number of curb cuts (i.e. driveways) onto a public street. There are no existing curb cuts along the eastern edge of University Heights Drive North. Three new curb cuts are proposed, two of which are located in alignment with existing driveways/roadways or median breaks. An internal circulation system connects the southernmost curb cut with the northernmost curb cut, which is designed with right in/right out movements only.

The concept plan identifies four residential trash dumpster enclosures located along the main circulation route. Staff will ensure that these enclosures meet city standards for screening, operation, and location during the review of a more detailed site plan submittal.

Compatibility and Architectural Design Standards
"Scale" refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed development, at three stories, would be one of the tallest structures in the immediate area. Taken in context to other existing structures in the area, this is not out of character. The residential structures immediately adjacent to the proposed development, across University Heights Drive North, are two stories in height and the Interstate-40/Interstate-17 ramp, immediately north of the proposed development, is approximately 20 feet above the grade of the subject property.

During the review of the conceptual site plan, architectural design standards such as building materials, massing, roof form, and scale were applied and approved by staff. Additional information regarding the architectural design of the building can

be found on the elevations (color and line drawing) and building material sample sheet attached to this report. Staff will confirm that any secondary materials and accent colors comprise less than 25 percent of the exterior walls of each elevation during the review of a more detailed site plan submittal.

Landscaping

A preliminary landscape plan, a copy of which is attached to this report, was prepared and submitted with this application. The plan has been accepted as meeting the general intent of the parking lot landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). With the utilization of an affordable housing incentive, landscaping can be reduced in accordance with Section 10-30.20.040.B.5 of the Zoning Code (Page 30.20-7) by no more than 10 percent. The Developer has proposed to use this incentive to reduce the amount of parking area landscaping required; however, they are still providing parking area landscaping beyond the reduced requirement. A final landscape plan will be reviewed at the time of a more detailed site plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

The site is bound on the south and west by University Heights Drive North, on the east by Beulah Boulevard, and on the north by Interstate-40. Access to the site is provided by University Heights Drive North. There are no vehicular connections to Beulah Boulevard or Interstate-40. With the exception of some minor improvements to deteriorated sidewalks along University Heights Drive North, the adjacent roadways and intersection are fully improved with curb, gutter, sidewalk, and signalization.

A Traffic Impact Statement (TIS) was prepared by the Applicant and demonstrated the anticipated traffic volume generated from the proposed development. The Traffic Engineer reviewed the conceptual site plan and TIS and it was determined that the increased traffic volumes did not meet the threshold for a full Traffic Impact Analysis (TIA), which would have analyzed certain off-site locations and provided recommendations of needed mitigation measures.

Water and Wastewater

Existing water mains in the area include a 30-inch transmission main in Beulah Boulevard and a 12-inch public main in University Heights Drive North. Individual water service to each building will be provided by the construction of a new 8-inch water main running through the site and connecting to the main in University Heights Drive North. Existing public sewer mains in the area include an 18-inch gravity transmission main in the City-owned parcel, which runs parallel with Sinclair Wash, and an 8-inch public main in University Heights Drive North. Individual sewer service to each building will be provided by the construction of a new 8-inch sewer main running through the site and connecting to the main in the City-owner parcel.

A Water and Sewer Impact Analysis was not required provided the new 8-inch water main connected to the main in University Heights Drive North to create a looped system. A separate analysis performed by the City determined that the existing off-site and proposed on-site water and sewer system infrastructures were adequate to accommodate the proposed development. The analysis further determined that there is adequate system capacity, and additional analysis work would not be required for this project. No off-site infrastructure improvements, outside of those necessary to complete the on-site systems, are required of this development.

Stormwater

A Drainage Impact Analysis and a Drainage Report were prepared for the proposed development. Stormwater runoff will be detained in a series of four Low Impact Development (LID) basins dispersed throughout the site. Stormwater will also be stored in a series of two underground retention/detention basins located underneath parking areas at the eastern and northeastern edge of the site. All stormwater will eventually be released to Sinclair Wash, which runs parallel with the eastern edge of the site. A portion of the proposed apartment buildings is currently located within the FEMA delineated floodplain for Sinclair Wash. The Applicant has designed the site to elevate the buildings above the floodplain and will be pursuing a Letter of Map Amendment to remove them formally from the FEMA floodplain. The Stormwater Manager reviewed the conceptual site plan and Drainage Impact Analysis report and it was determined that there are no downstream impacts associated with the proposed development.

Parks and Recreation

The closest City-owned park to the subject property is Bow and Arrow Park located approximately three-fifths of a mile away. In order to offset the impact of the additional residents on the current park system, it has been recommended, with the concurrence of the Parks Section and the Developer, that the proposed development should include an on-site playground structure, in addition to any amenities provided within the clubhouse, which would be designed to meet the needs of children ages 5 to 12. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through various amenities provided on-site and offset the impacts generated by the proposed development.

OTHER REQUIREMENTS:

Resources

The subject property is located within the Resource Protection Overlay zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). There are no defined floodplain or slope resources on-site. The Natural Resource Protection Plan (NRPP) prepared by the Applicant, a copy of which is attached to this report, identifies 489 total forest tree points on-site. In accordance with Table 10-50.90.060.A of the Zoning Code (Page 50.90-7), forest resources within a residential development must be protected at a 50 percent threshold. This threshold can be reduced with the utilization of an affordable housing incentive. In accordance with Table 10-30.20.040.B of the Zoning Code (Page 30.20-6), forest resource protection thresholds can be reduced by 45 percent when 14 percent of the proposed units are being developed as category 1 affordable. Using this reduction, the forest resource protection threshold that is applied to this development is 27.5 percent. The NRPP proposed to save 135 forest tree points, which is 27.61 percent of the total on-site forest tree points. The NRPP is in conformance with the Zoning Code resource protection standards.

Citizen Participation

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site.

As of this writing, staff has received one letter, a copy of which is attached to this report, from the Sinclair Springs Townhomes Owners Association, on behalf of the owners of the forty townhomes immediately south of the subject property. The concerns expressed in the letter were parking and building height, as it pertained to maintaining the views of the mountains.

Section 10-20.30.060 of the Zoning Code (Page 20.30-5) required the Applicant for the proposed Zoning Map amendment to conduct a neighborhood meeting prior to the Planning and Zoning Commission public hearing. In accordance with Section 10-20.30.060.F of the Zoning Code (Page 20.30-7), a "Record of Proceedings" of the neighborhood meeting was created and filed. A copy of the record is identified as the Citizen Participation Report and is attached to this report. The neighborhood meeting was held on Friday, September 6, 2013 at 5:00pm in the meeting room of Flagstaff Fire Station 6. Sixteen people attended the meeting; four representing the Developer, two representing the seller of the subject property; and 10 citizens. Project representatives presented general information about the project, including the entitlements required for development, answered questions, and listened to recommendations. The neighborhood meeting notification, meeting, and record of proceedings were conducted in compliance with the requirements of the Zoning Code.

DISCUSSION:

In accordance with Section 10-40.30.040.A.1 of the Zoning Code (Page 40.30-13), the Suburban Commercial (SC) zone: applies in areas with suburban character that are appropriate for neighborhood commercial uses; allows retail and service establishments that supply commodities or perform services meeting the needs of adjacent residential neighborhoods; and ensures that such commercial zones will be compatible with adjacent non-commercial development. The retail and service needs of the University Heights neighborhood is currently met through the convenience store located approximately 0.2 miles away at the northwest corner of Lake Mary Road and Beverly Avenue as well as the Woodlands Village Shopping Center located approximately 0.3 miles away at the northwest corner of Beulah Boulevard and Woodlands Village Boulevard. Both of these retail/service developments are within easy walking and bicycling distance from the subject property and the adjacent neighborhood. This amount of retail/service uses appears to adequately address the day-to-day needs of the neighborhood. The most logical use to replace the Suburban Commercial (SC) zone is the High Density Residential (HR) zone based on the compatibility of a high density residential development with the surrounding existing residential uses and the City's ability to provide public services to the proposed development as demonstrated in the Public Systems Impact Analysis section of this report.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment has been justified in light of the proposed Regional Plan amendment and would recommend in favor of amending the Zoning Map for 4.02 acres from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on September 9, 2013 and as presented to the Planning and Zoning Commission with this amendment request.

2. Prior to building permit submittal, the Property Owner shall combine Coconino County Assessor parcel numbers 112-20-013A, 112-20-014B, and 112-20-015B.

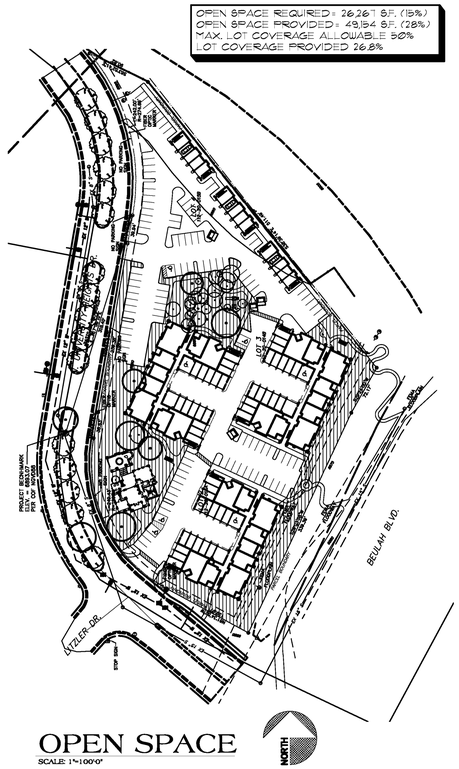
ATTACHMENTS

- Zoning Map Amendment Application
- Current City of Flagstaff Zoning Map
- Vicinity Map for Zoning Map Amendment
- Reason for Request Narrative
- Site Analysis
- Public Hearing Legal Advertisements
- Citizen Participation Plan (Included in PGMG2013-0001 Packet)

PREZ 2013-0002
October 23, 2013

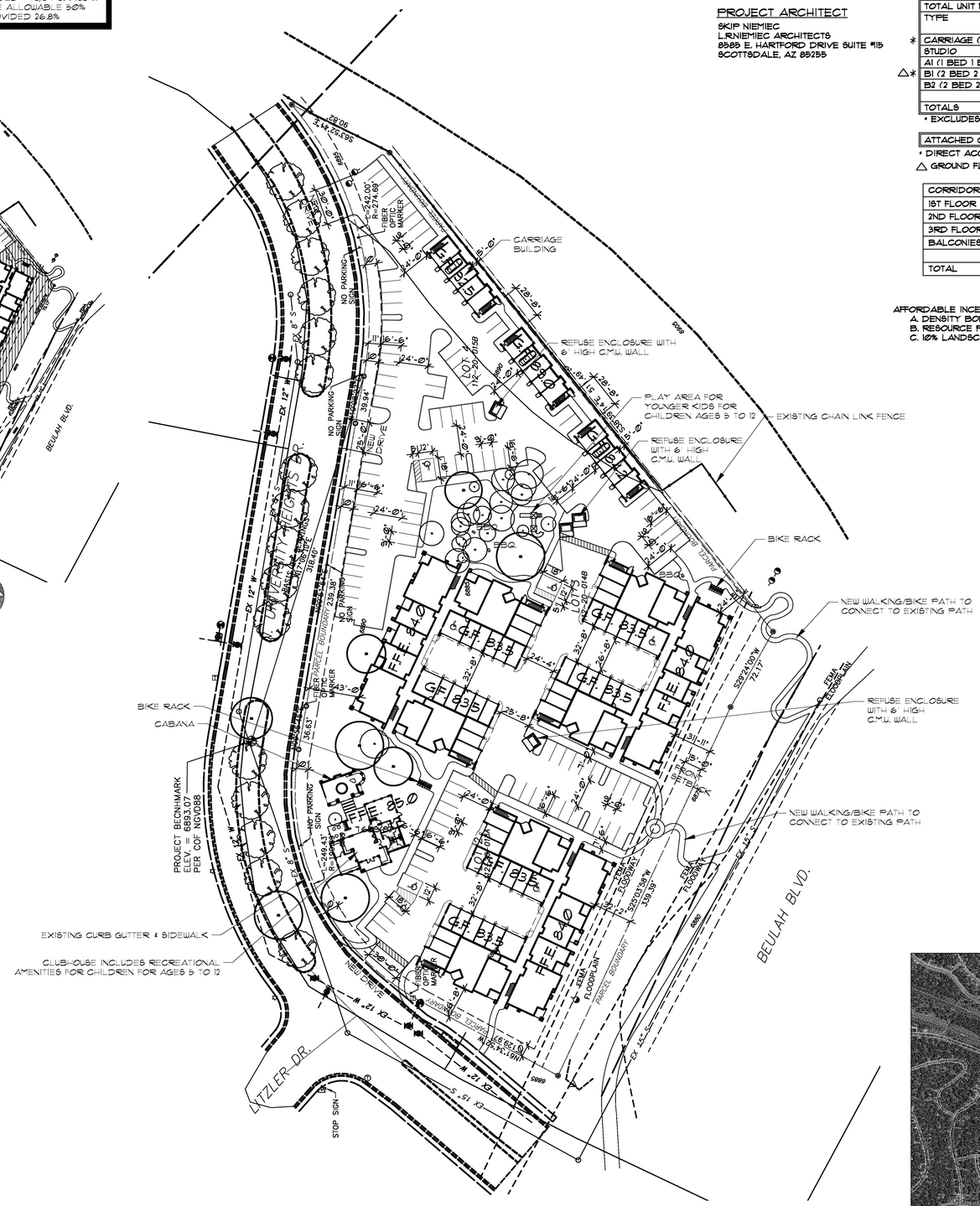
- Citizen Comment Letter
- Draft Development Agreement
- Building Colors and Materials Sample Sheet
- Site Plan Packet:
  - Site Plan
  - Unit Plans
  - Building Plans
  - Elevations (Color and B&W Line Drawing)
  - Preliminary Landscape Plan
  - Natural Resource Protection Plan
  - Preliminary Underground Utilities Plan
  - Preliminary Grading and Drainage Plan
  - Electrical Site Lighting Plan
  - Electrical Site Photometric Plan
  - Electrical Site Lighting Cut Sheets

OPEN SPACE REQUIRED= 26,267 S.F. (15%)
OPEN SPACE PROVIDED= 49,154 S.F. (28%)
MAX. LOT COVERAGE ALLOWABLE 50%
LOT COVERAGE PROVIDED 26.8%



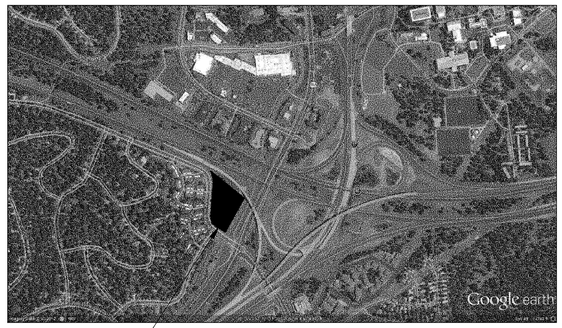
OPEN SPACE
SCALE: 1"=100'0"

NORTH



SITE PLAN
SCALE: 1"=50'0"

NORTH



SITE

VICINITY MAP
N.T.S.

NORTH

PROJECT OWNER/DEVELOPER

MARK CHASON
CHASON DEVELOPMENT
1015 AFFINITY LANE
BUFFALO, NY 14215

PROJECT ARCHITECT

SKIP NIEMIEC
L.R.NIEMIEC ARCHITECTS
8585 E. HARTFORD DRIVE SUITE #115
SCOTTSDALE, AZ 85255

PROJECT DATA (THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE)

PARCEL SIZE: 4.02 +/- NET ACRES	
EXISTING ZONING: H.C.	PROPOSED ZONING: H.R.
DENSITY: 27.61 D.U./NET ACRE	(111) TOTAL UNITS

TOTAL UNIT MIX (ALL BUILDINGS 2-STORY & 3-STORY)

	TYPE	MARKET RATE QUANTITY	AFFORDABLE QUANTITY	%	GROSS	BALCONY S.F.	* GROSS S.F.
*	CARRIAGE (1 BED 1 BATH)	12		11	662		7,944
	STUDIO	2		1	463		4,167
	A1 (1 BED 1 BATH)	39	3	38	582		24,444
△*	B1 (2 BED 2 BATH)	28	2	27	938		28,140
	B2 (2 BED 2 BATH)	18		16	1,166		20,988
	TOTALS	99	12	100			85,683

* EXCLUDES BALCONY

ATTACHED GARAGES (60) IN 38-PLEX + (15) IN CARRIAGE BLDG.= 75 (62.5%)

* DIRECT ACCESS GARAGE

△ GROUND FLOOR UNITS (6) HAVE DIRECT ACCESS GARAGE

CORRIDORS	GROSS S.F.
1ST FLOOR	11,826
2ND FLOOR	7,785
3RD FLOOR	7,785
BALCONIES	6,969
TOTAL	34,365 S.F.

COMMON AREAS	
TYPE	GROSS S.F.
CLUBHOUSE/OFFICE	2,125
CABANA	648
TOTAL COMMON AREAS	2,773

AFFORDABLE INCENTIVES PROPOSED:
A. DENSITY BONUS
B. RESOURCE PROTECTION REDUCTION
C. 10% LANDSCAPE STANDARD REDUCTION

SUMMARY OF TOTAL BUILDINGS	
	GROSS S.F.
APARTMENTS	85,683
GARAGES	18,198
CORRIDORS/BALCONIES	34,365
COMMON AREAS	2,773
TOTALS	141,019 S.F.

APN 112-20-013A
APN 112-20-014B
APN 112-20-015C

PARKING CALCULATIONS

MARKET RATE PARKING:
CARRIAGE- (12)x1.5= 18
STUDIO- (9)x1.25= 11.25
A1- (42)x1.5= 63
B1- (30)x2.25= 67.5
B2- (18)x2.25= 40.5
REQUIRED= 200.25 SPACES

TOTAL REQUIRED= 200 SPACES

TOTAL PARKING PROVIDED= 189 SPACES
(BUS SERVICE AREA IS ALLOWED A REDUCTION OF 15%. USE 5.5% REDUCTION OR 11 PARKING SPACES) 200 SPACES-11 SPACES=189 SPACES

PARKING PROVIDED:
75 GARAGE + 114 SURFACE= 189 SPACES/111 UNITS= 1.70 SPACES PER UNIT
(7 OF THE PARKING SPACES SHALL BE ACCESSIBLE)

INDICATES BIKE RACK
EACH SPACE = 5'x2'
(BICYCLE PARKING REQ. 189x.05=9.45)
(12) PROVIDED ON SURFACE

NOTE:
AT LEAST 2% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A' UNIT, THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.

Contractor must verify all dimensions at project before proceeding with this work. Do not reproduce these drawings & specifications without the expressed written permission of the Architects. The drawings & specifications are and shall remain the property of the Architects. The drawings & the Architect whether the project for which they are made is executed or not, these drawings & specifications shall not be used by anyone on any other work except by agreement in writing and with the consent of the Architect. Copyright © L.R. Niemiec Architects Inc. 2013 All Rights Reserved

Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

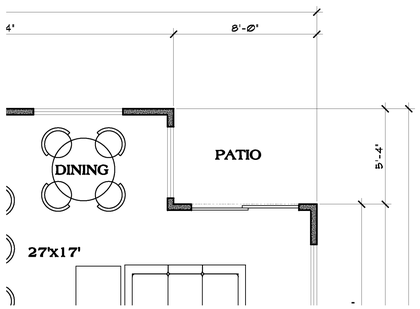
Flagstaff, AZ.

Site Plan
Scale: 1" = 50'-0"

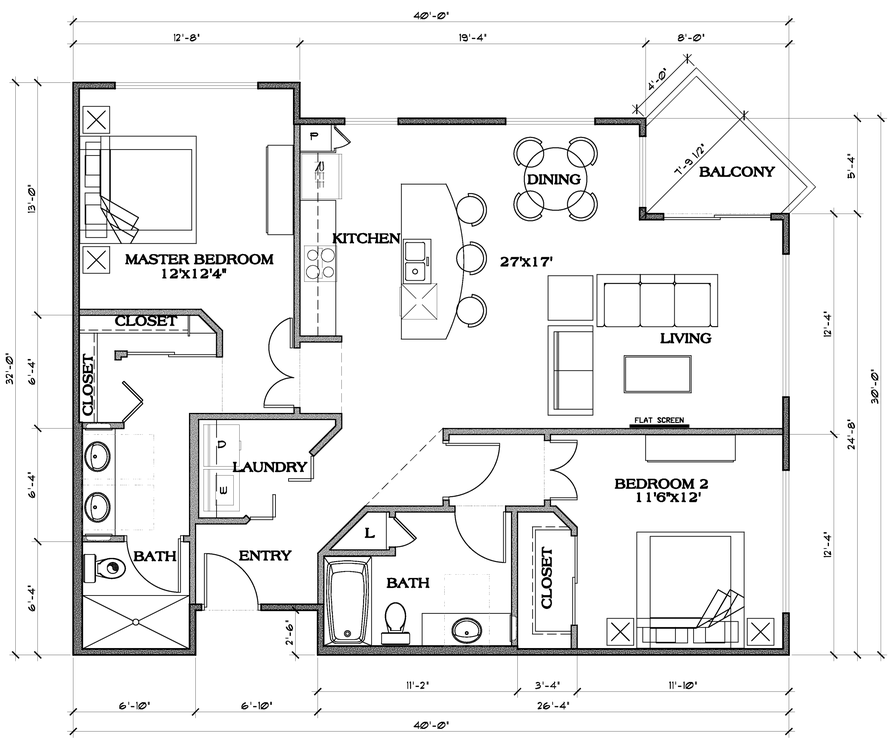
DRAWN BY: BG
CHECKED BY
PROJECT NO.
DATE: 9-10-2013

SHEET NO.
AS-1

L.R. Niemiec Architects
L.R. NIEMIEC ARCHITECTS/PLANNERS, INC. • 8585 EAST HARTFORD DRIVE, SUITE 115 • SCOTTSDALE ARIZONA 85255 • (480) 998-7576

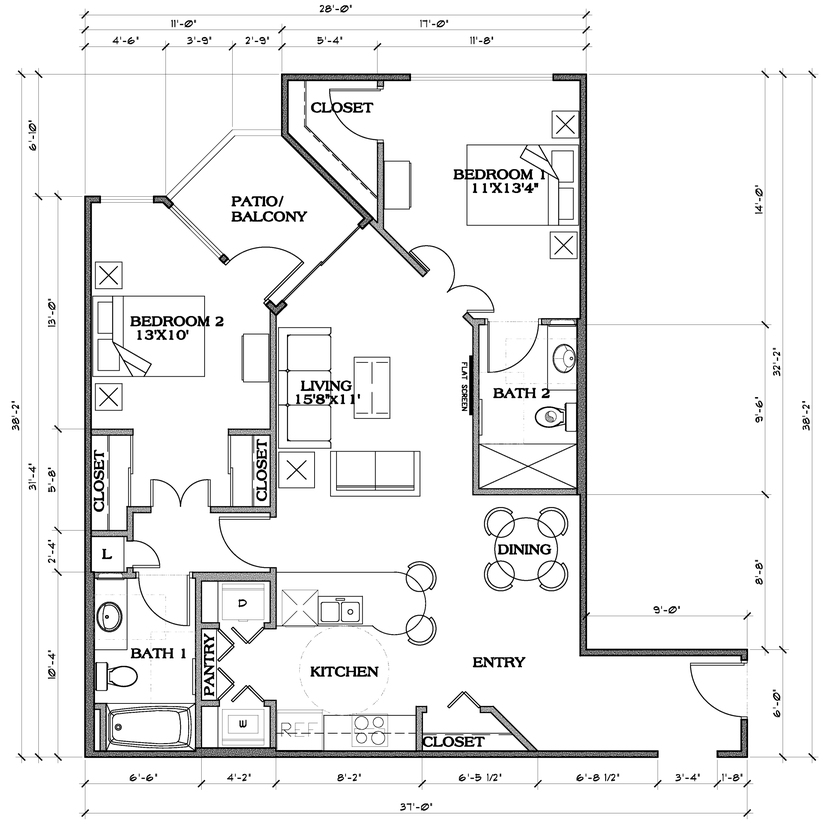


ALTERNATE PATIO
LOCATED @ GROUND FLOOR



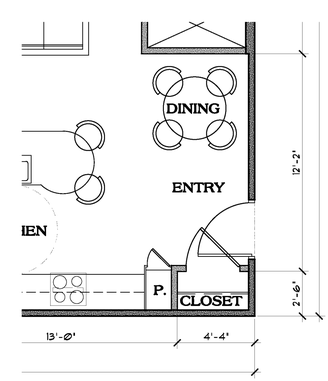
UNIT B2

GROSS = 1,166 S.F. Scale: 1/4" = 1'-0"



UNIT B1

GROSS = 938 S.F. Scale: 1/4" = 1'-0"



ALTERNATE ENTRY
WHERE OCCURS

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Unit Plans

Scale: 1/4" = 1'-0"

DRAWN BY: BS
CHECKED BY
PROJECT NO.
DATE 7-10-2013

SHEET NO.

A-2

L.R. Niemiec Architects

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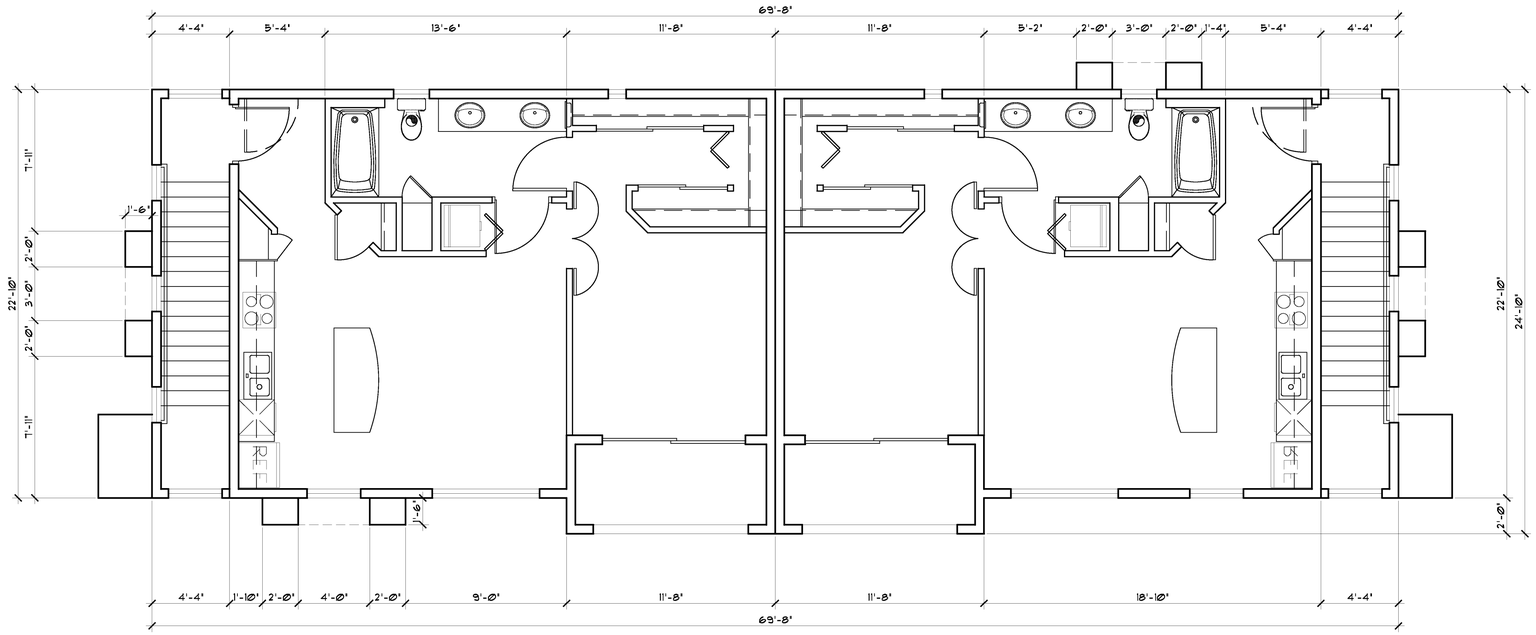
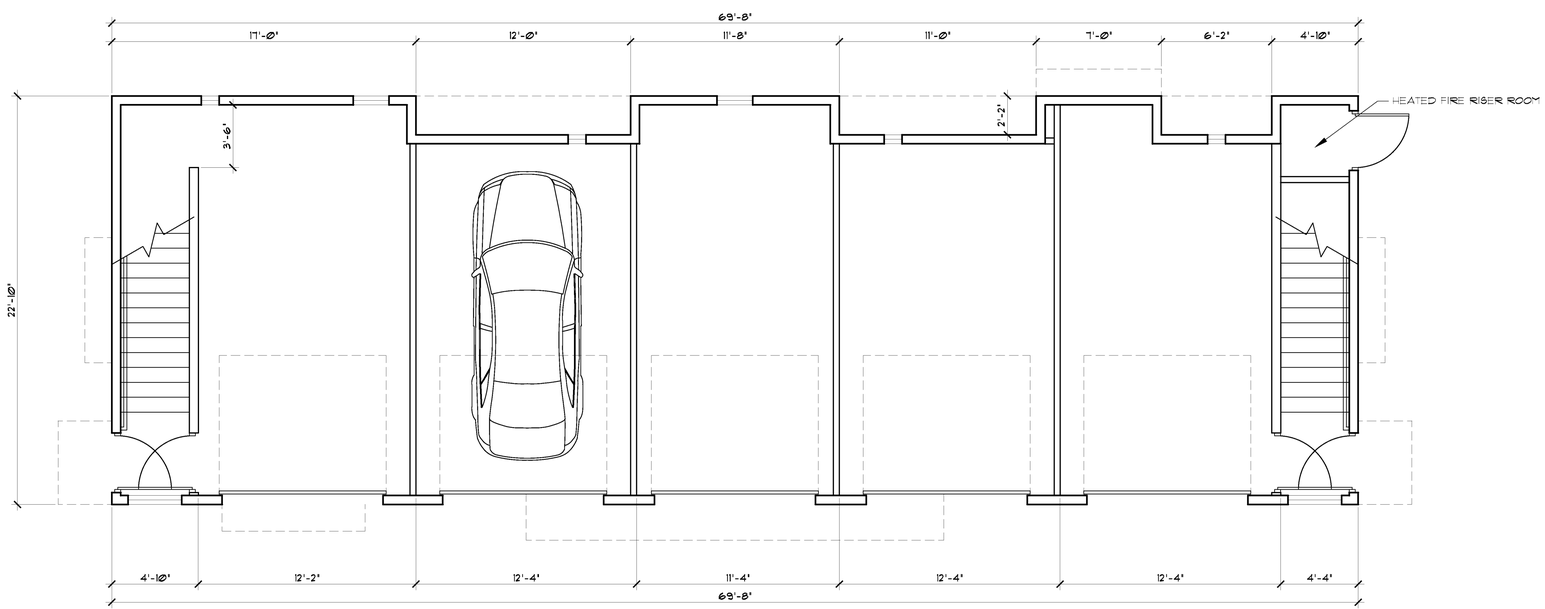
12818
L. NIEMIEC
Date 7/10/13
ARIZONA, U.S.A.
Expires 09/30/15



CARRIAGE BUILDING SECOND FLOOR

Scale: 1/4" = 1'0"



CARRIAGE BUILDING GROUND LEVEL

Scale: 1/4" = 1'0"

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PROPOSED ADDRESS
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HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans

Scale: 1/4" = 1'0"

DRAWN BY: BS
CHECKED BY:
PROJECT NO.
DATE 7-10-2013

SHEET NO.

A-3

L.R. Niemiec Architects

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ARIZONA, U.S.A.
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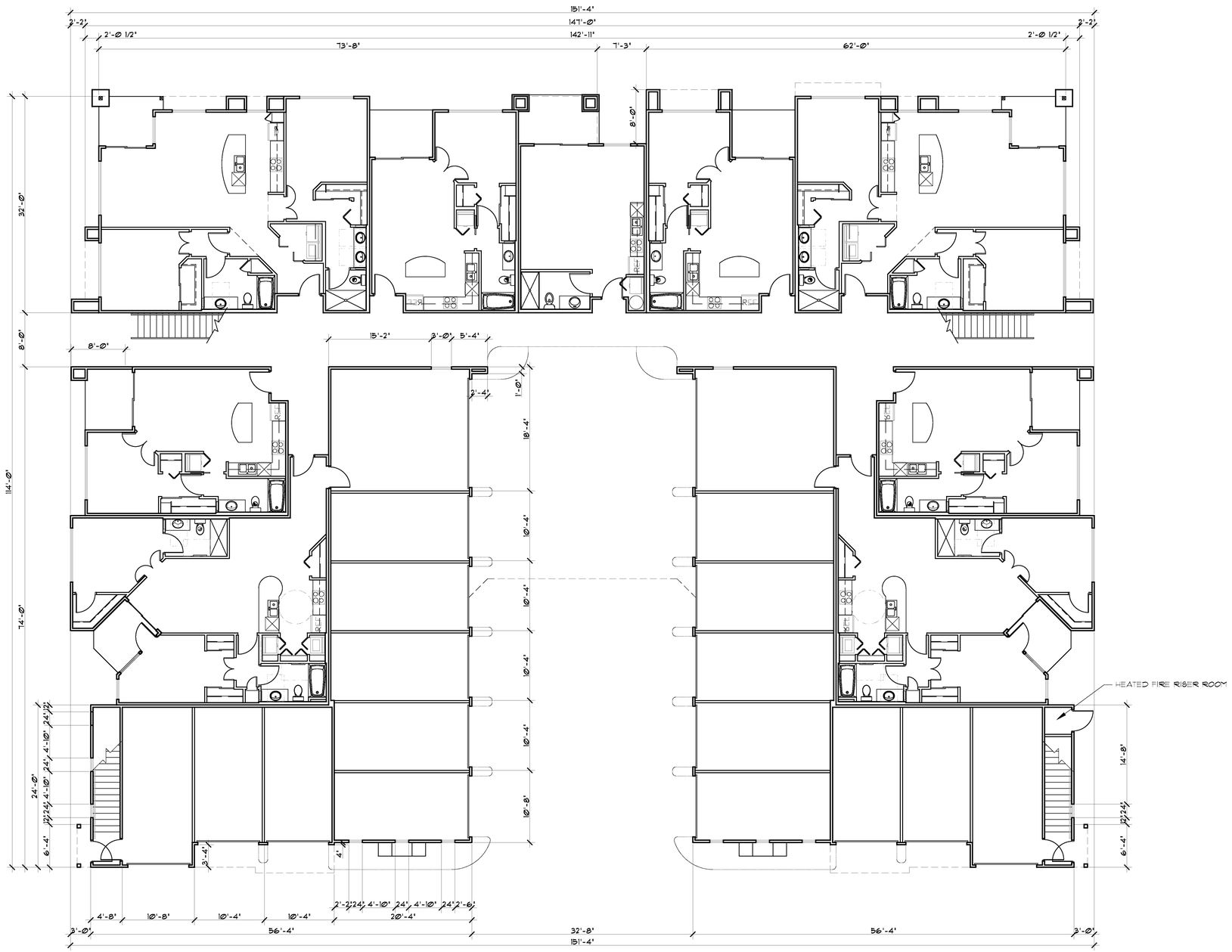
UNIT COUNT	
STUDIO	1
A1	4
B1	2
B2	2
TOTAL THIS FLOOR	9



BUILDING #1 GROUND FLOOR

Scale: 1/8" = 1'0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'0"

DRAWN BY: BS
CHECKED BY:
PROJECT NO.
DATE: 7-15-2013

SHEET NO.

A-4

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12818
L. NIEMIEC
7/10/13
ARIZONA, U.S.A.
Expires 09/30/15

UNIT COUNT	
STUDIO	2
CARRIAGE	2
A1	4
B1	2
B2	4
TOTAL THIS FLOOR	14

BUILDING #1 SECOND FLOOR
Scale: 1/8" = 1'0"

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PROPOSED ADDRESS
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HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'0"

DRAWN BY: BG
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PROJECT NO.
DATE: 7-10-2013

SHEET NO.
A-5

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UNIT COUNT	
STUDIO	2
A1	4
B1	2
B2	4
TOTAL THIS FLOOR	12

BUILDING #1 THIRD FLOOR

Scale: 1/8" = 1'0"

Contractor must verify all dimensions at project before proceeding with this work. Do not reproduce these drawings & specifications without the expressed written permission of the Architects. The drawings & specifications and ideas, designs, arrangements and plans indicated or represented by the Architect whether the project for which they are made is executed or not, these drawings & specifications shall not be used by anyone on any other projects for additions to this project or for completion of this project by others except by the expressed written permission of the Architect.

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HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans

Scale: 1/8" = 1'0"

DRAWN BY: BG
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PROJECT NO.
DATE: 7-10-2013

SHEET NO.

A-6

L.R. Niemiec Architects

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BUILDING #1 ROOF PLAN

Scale: 1/8" = 1'-0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans

Scale: 1/8" = 1'-0"

DRAWN BY: BG
CHECKED BY
PROJECT NO.
DATE: 7-10-2013

SHEET NO.

A-7

L.R. Niemiec Architects

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L. NIEMIEC
Date 7/10/13
ARIZONA U.S.A.
Expires 09/30/15

CLUBHOUSE & CABANA

CLUBHOUSE GROSS = 2,072 S.F.
CABANA GROSS = 651 S.F.

Scale: 1/8" = 1'-0"

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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'-0"

DRAWN BY: RG
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SHEET NO.

A-8

L.R. Niemiec Architects
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L. NIEMIEC
7/10/13
ARIZONA, U.S.A.
Expires 09/30/15

FRONT/STREET ELEVATION

Scale: 3/16" = 1'0"

LEFT SIDE ELEVATION

Scale: 3/16" = 1'0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 3/16" = 1'0"

DRAWN BY: BG
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A-9

L.R. Niemiec Architects

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L. NIEMIEC
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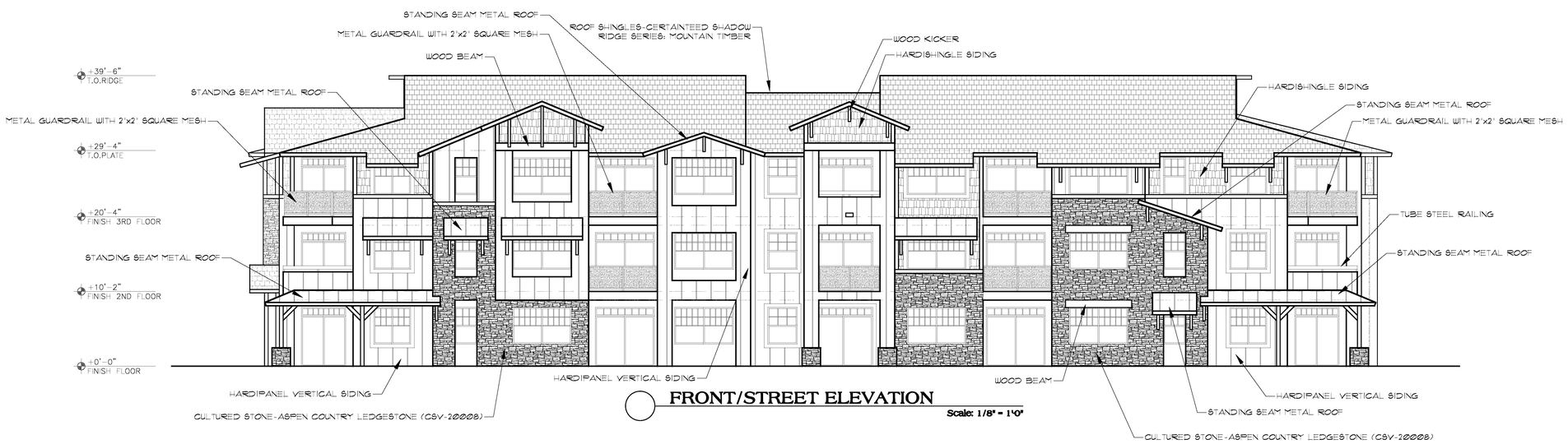
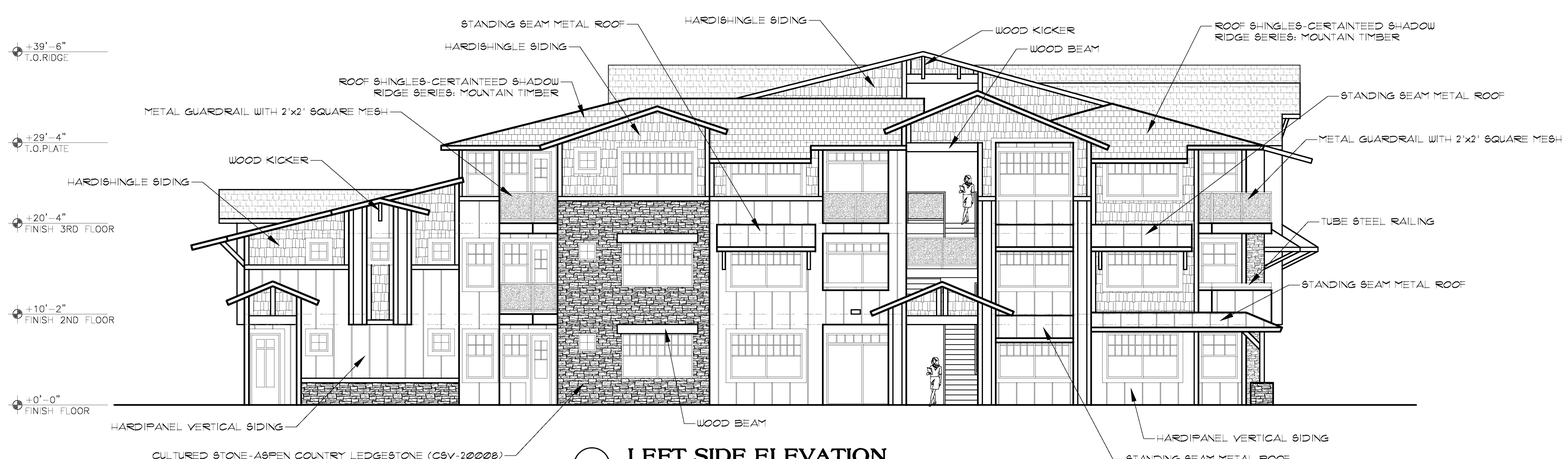
Expires 09/30/15



FRONT/STREET ELEVATION

Scale: 1/8" = 1'0"



LEFT SIDE ELEVATION

Scale: 1/8" = 1'0"

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HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 1/8" = 1'0"

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ARIZONA, U.S.A.
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REAR ELEVATION

Scale: 3/16" = 1'0"

RIGHT SIDE ELEVATION

Scale: 3/16" = 1'0"

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Trailside

PROPOSED ADDRESS
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HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 3/16" = 1'0"

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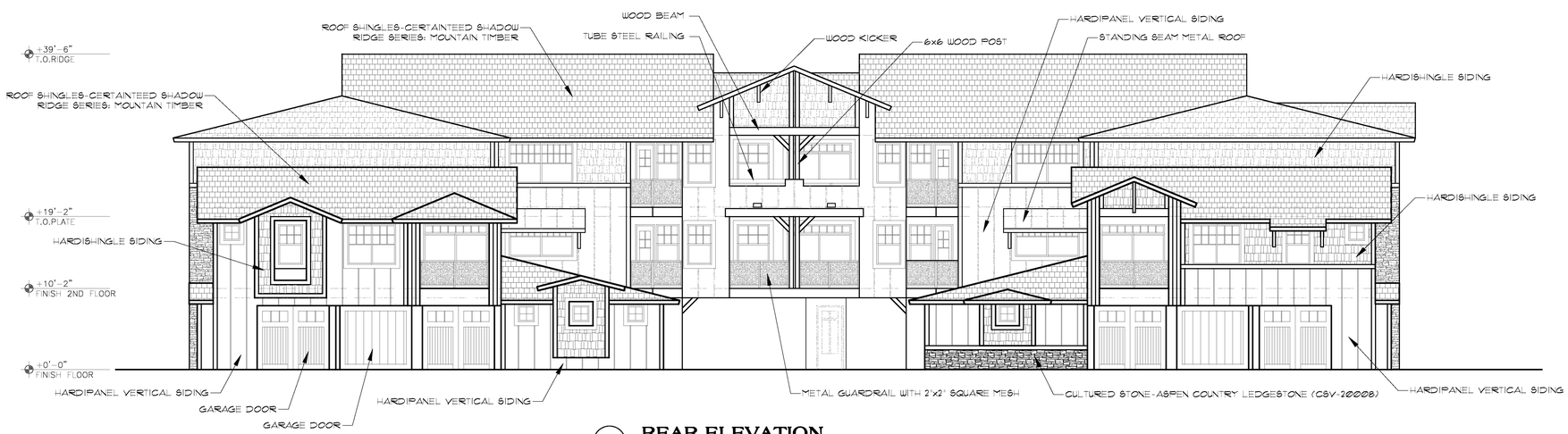
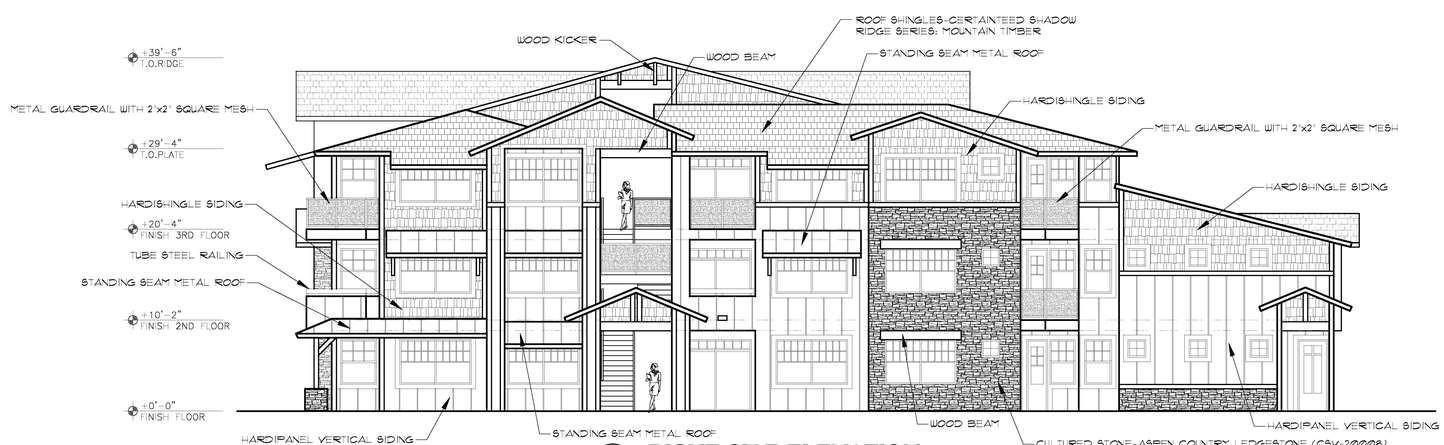


REAR ELEVATION

Scale: 1/8" = 1'-0"



RIGHT SIDE ELEVATION

Scale: 1/8" = 1'-0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 1/8" = 1'-0"

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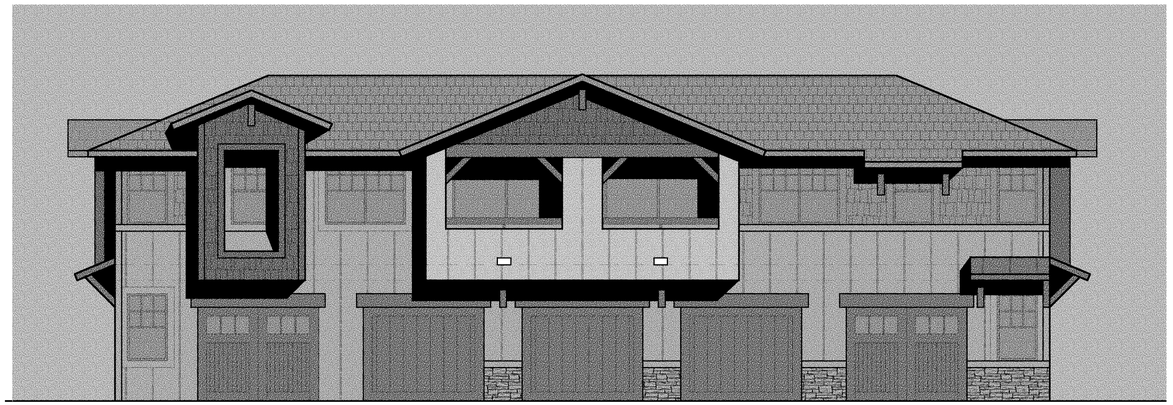
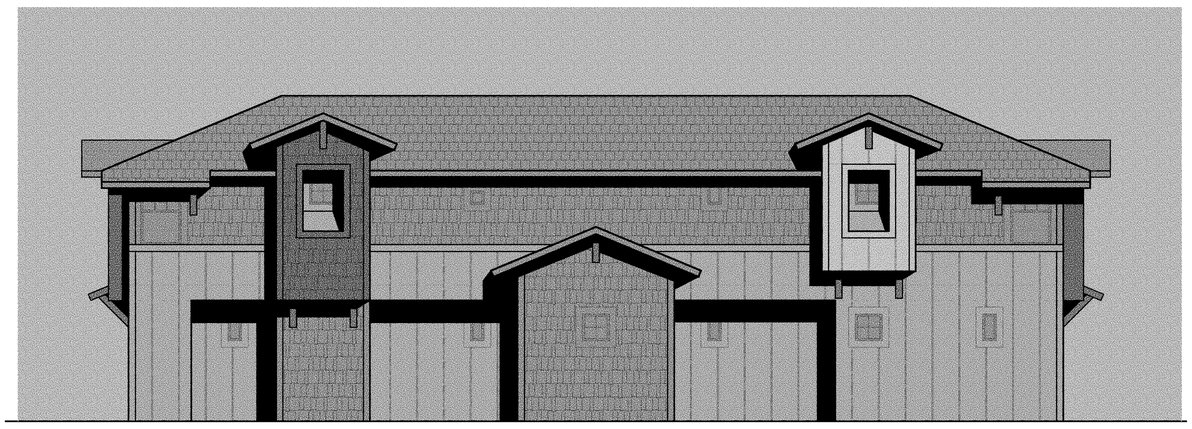


FRONT ELEVATION

Scale: 3/16" = 1'0"

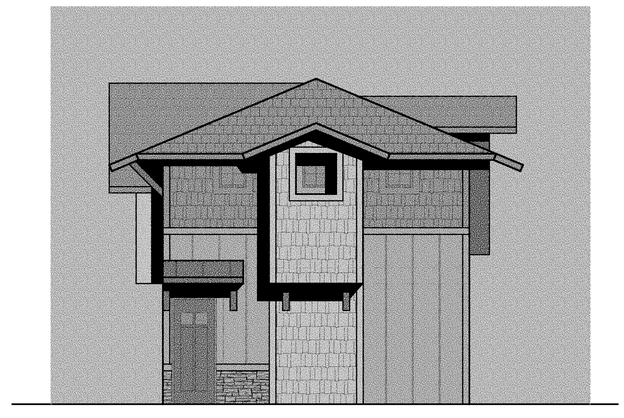


REAR ELEVATION

Scale: 3/16" = 1'0"

LEFT SIDE ELEVATION

Scale: 3/16" = 1'0"



RIGHT SIDE ELEVATION

Scale: 3/16" = 1'0"

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HEIGHTS DRIVE

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ELEVATIONS

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A-11

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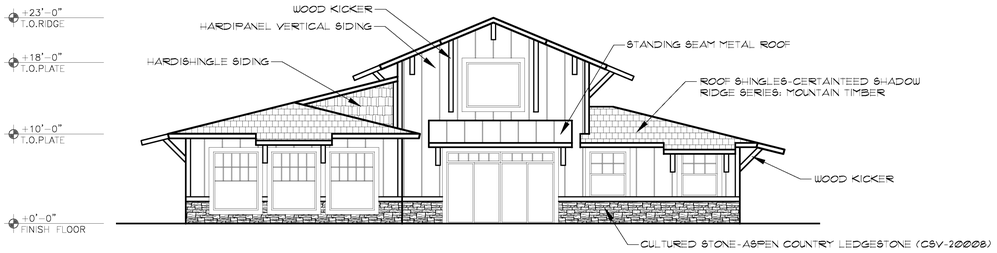
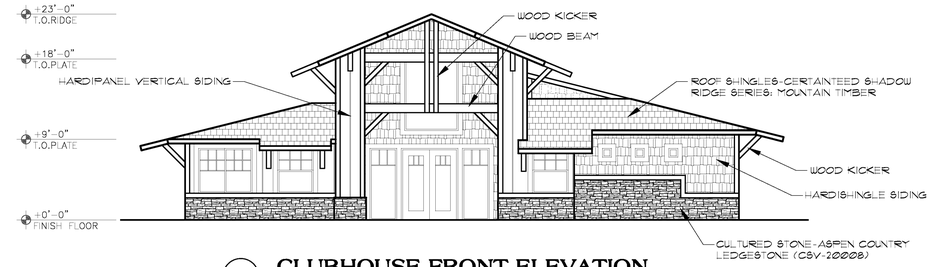


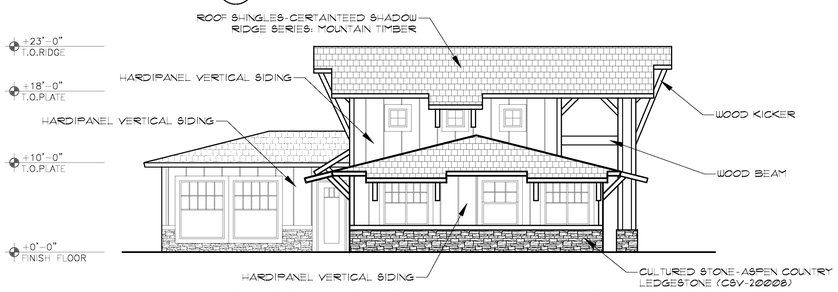
CLUBHOUSE REAR ELEVATION

Scale: 1/8" = 1'-0"



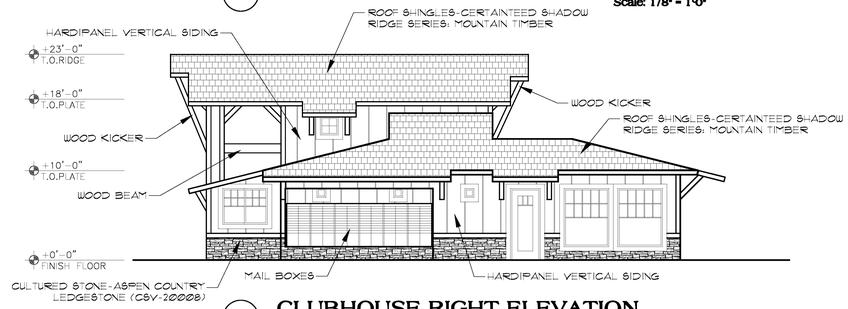
CLUBHOUSE FRONT ELEVATION

Scale: 1/8" = 1'-0"



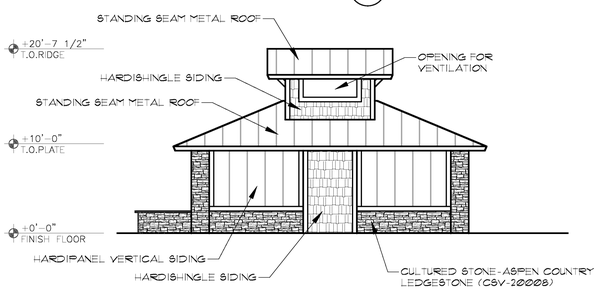
CLUBHOUSE LEFT ELEVATION

Scale: 1/8" = 1'-0"



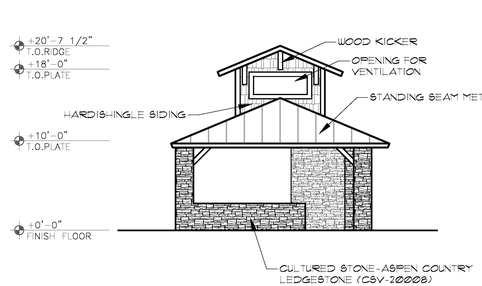
CLUBHOUSE RIGHT ELEVATION

Scale: 1/8" = 1'-0"



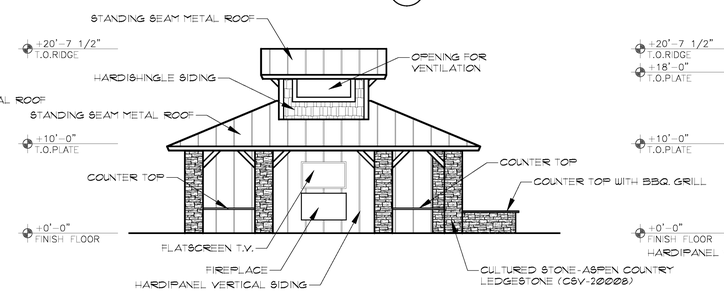
CABANA REAR ELEVATION

Scale: 1/8" = 1'-0"



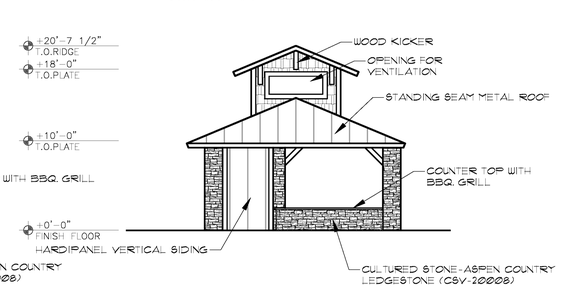
CABANA LEFT ELEVATION

Scale: 1/8" = 1'-0"



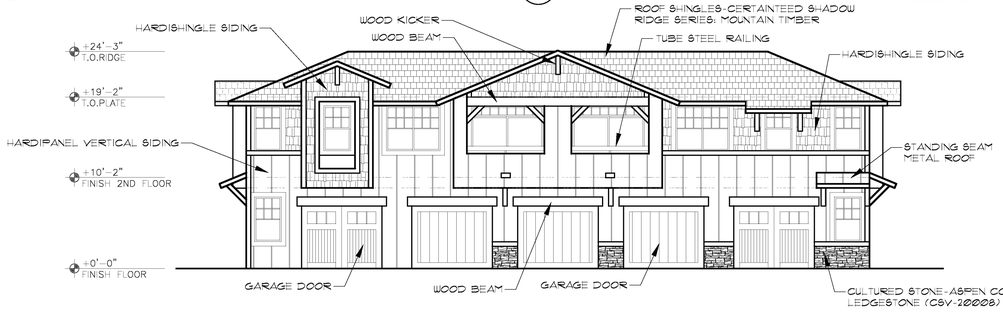
CABANA FRONT ELEVATION

Scale: 1/8" = 1'-0"



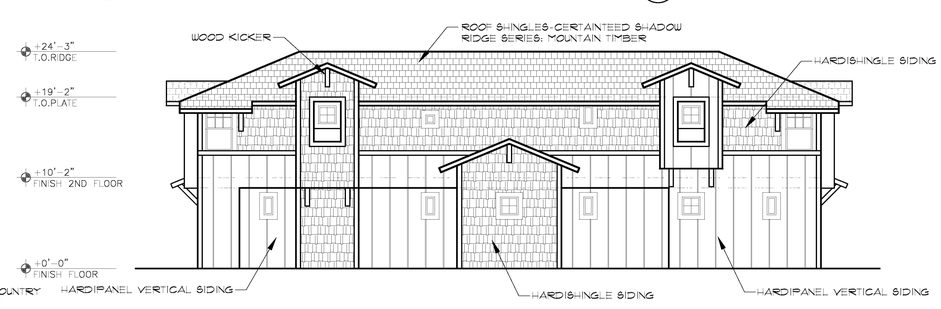
CABANA RIGHT ELEVATION

Scale: 1/8" = 1'-0"



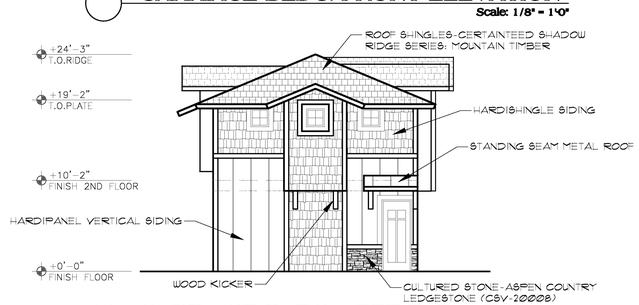
CARRIAGE BLDG. FRONT ELEVATION

Scale: 1/8" = 1'-0"



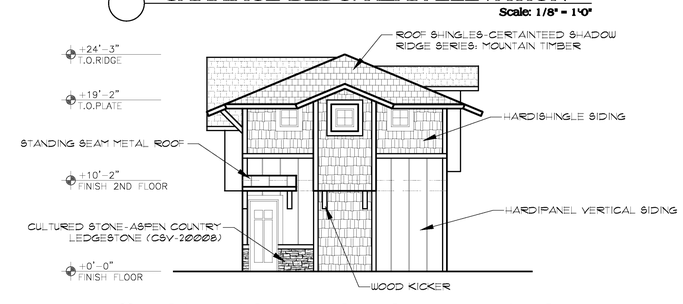
CARRIAGE BLDG. REAR ELEVATION

Scale: 1/8" = 1'-0"



CARRIAGE BLDG. LEFT ELEVATION

Scale: 1/8" = 1'-0"



CARRIAGE BLDG. RIGHT ELEVATION

Scale: 1/8" = 1'-0"

Trailside

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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 1/8" = 1'-0"

DRAWN BY: BG
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PROJECT NO.
DATE: 7-10-2013

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A11.1

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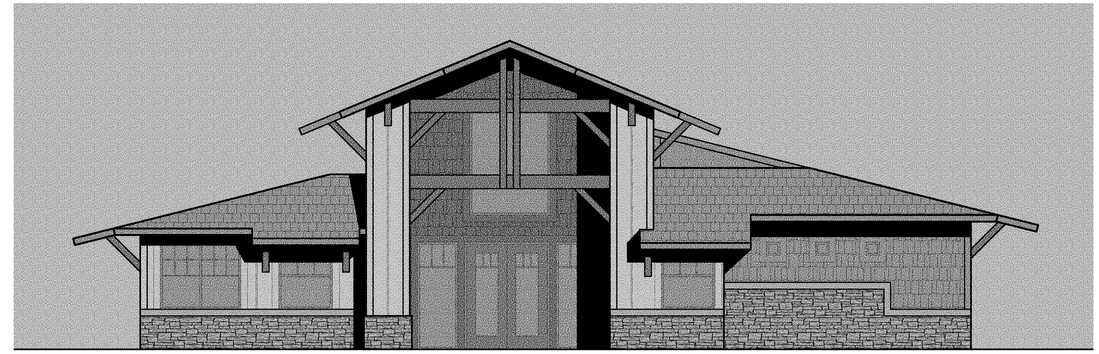
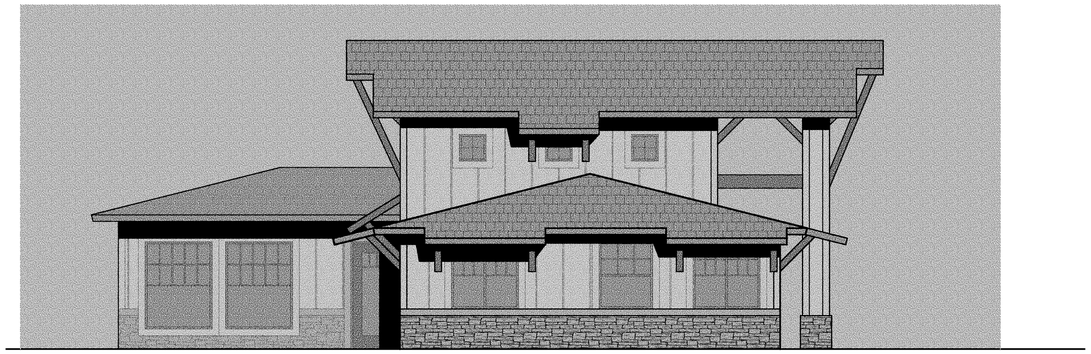
CLUBHOUSE REAR ELEVATION
Scale: 3/16" = 1'0"

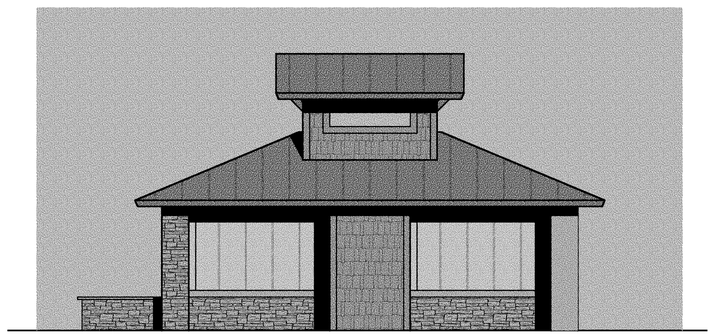


CLUBHOUSE FRONT ELEVATION
Scale: 3/16" = 1'0"

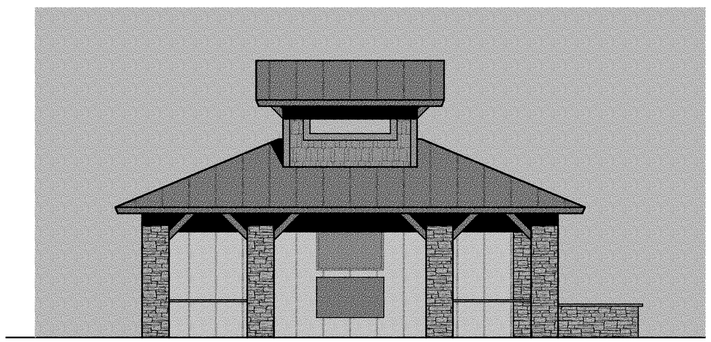


CLUBHOUSE LEFT ELEVATION
Scale: 3/16" = 1'0"

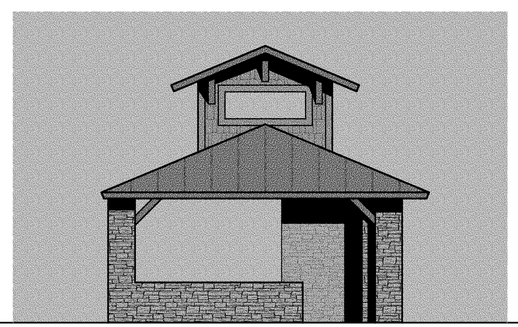
CLUBHOUSE RIGHT ELEVATION
Scale: 3/16" = 1'0"



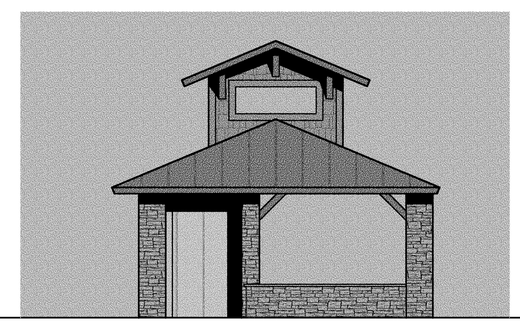
CABANA REAR ELEVATION
Scale: 3/16" = 1'0"



CABANA FRONT ELEVATION
Scale: 3/16" = 1'0"



CABANA LEFT ELEVATION
Scale: 3/16" = 1'0"



CABANA RIGHT ELEVATION
Scale: 3/16" = 1'0"

Contractor must verify all dimensions at project before proceeding with this work. Do not reproduce these drawings & specifications without the expressed written permission of the Architects. The drawings & specifications are instruments of service and are the property of the Architect whether the project for which they are made is executed or not. these drawings & specifications shall not be used by anyone on any other projects for additions to the project or for completion of this project by others except by the expressed written permission of the Architect.

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 3/16" = 1'0"

DRAWN BY: BS
CHECKED BY:
PROJECT NO.
DATE: 7-10-2013

SHEET NO.

A-12

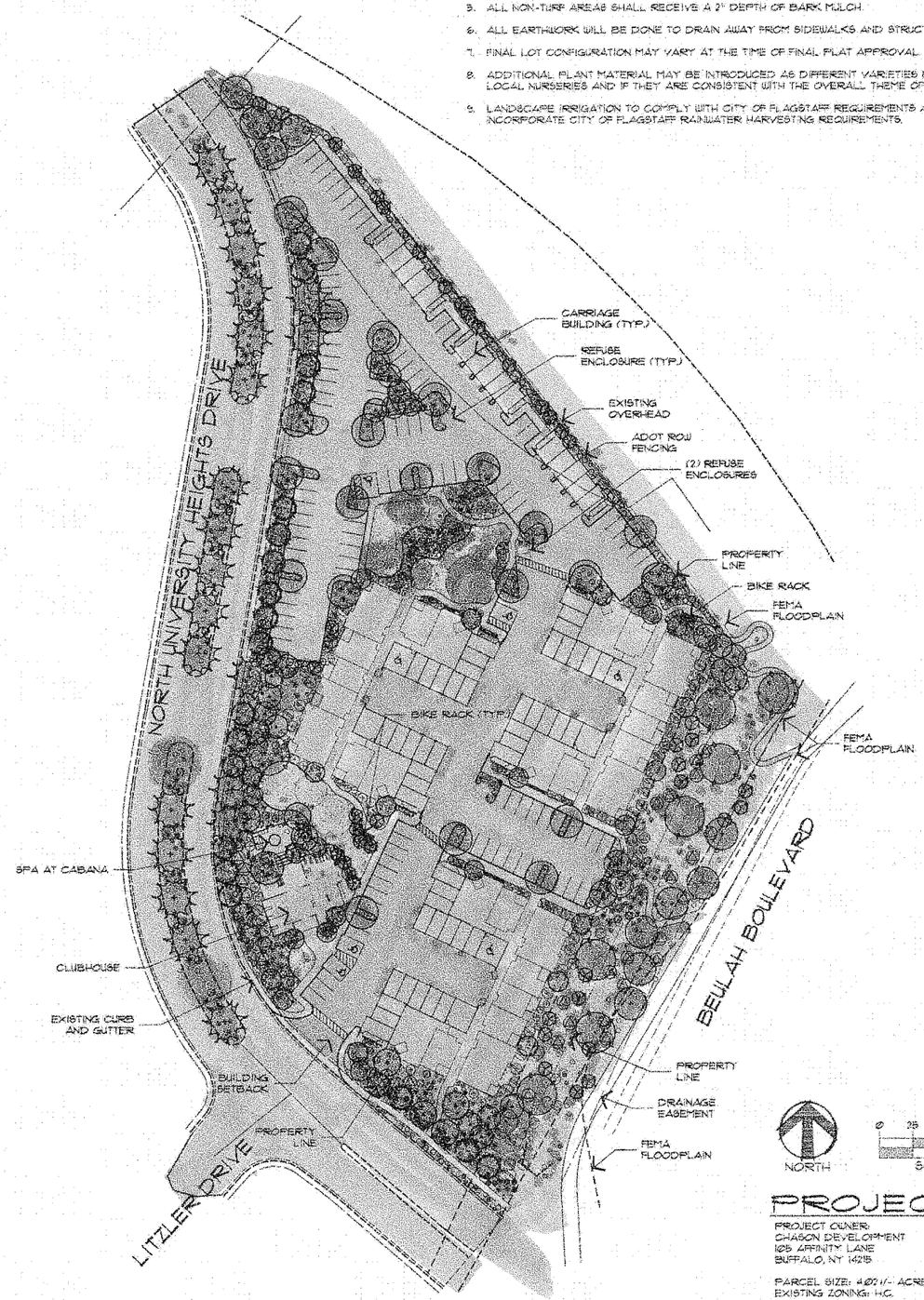
L.R. Niemiec Architects

L.R. NIEMIEC ARCHITECTS/PLANNERS, INC. • 8585 EAST HARTFORD DRIVE, SUITE 115 • SCOTTSDALE ARIZONA 85255 • (480) 998-7576

REGISTERED ARCHITECT
12818
L. NIEMIEC
7/10/13
ARIZONA, U.S.A.
Expires 09/30/15

CONCEPTUAL GENERAL NOTES

1. CONCEPTUAL LANDSCAPE PLAN IS SCHEMATIC IN NATURE. AT THE TIME OF LANDSCAPE CONSTRUCTION DRAWINGS ACTUAL LOCATIONS, QUANTITIES, SIZES, AND SPECIES SHALL BE DETERMINED AND WILL BE PER CITY CODES.
2. ALL TREES USED WITHIN THIS PROJECT SHALL BE NURSERY GROWN OR ARE TO REMAIN IN PLACE. EXACT LOCATIONS AND QUANTITIES SHALL BE DETERMINED ON LANDSCAPE CONSTRUCTION DRAWINGS.
3. ALL LANDSCAPE AREAS SHALL RECEIVE AN AUTOMATIC IRRIGATION SYSTEM.
4. ALL PLANT MATERIAL SHALL BE INSTALLED PER CITY REQUIREMENTS. PLANT MATERIAL INSTALLED WITHIN SIGHT DISTANCE TRIANGLES SHALL BE OF A SPECIES THAT DOES NOT GROW TO A HEIGHT OF MORE THAN 36" AND SHALL BE MAINTAINED PER CITY REQUIREMENTS.
5. ALL NON-TURF AREAS SHALL RECEIVE A 2" DEPTH OF BARK MULCH.
6. ALL EARTHWORK WILL BE DONE TO DRAIN AWAY FROM SIDEWALKS AND STRUCTURES.
7. FINAL LOT CONFIGURATION MAY VARY AT THE TIME OF FINAL PLAT APPROVAL.
8. ADDITIONAL PLANT MATERIAL MAY BE INTRODUCED AS DIFFERENT VARIETIES BECOME AVAILABLE THROUGH LOCAL NURSERIES AND IF THEY ARE CONSISTENT WITH THE OVERALL THEME OF THIS PROJECT.
9. LANDSCAPE IRRIGATION TO COMPLY WITH CITY OF FLAGSTAFF REQUIREMENTS AND BE DESIGNED TO INCORPORATE CITY OF FLAGSTAFF RAINWATER HARVESTING REQUIREMENTS.



NORTH

0 25 50 100 150
SCALE: 1" = 50'-0"

PROJECT DATA

PROJECT OWNER:
CHASON DEVELOPMENT
108 AFFINITY LANE
BUFFALO, NY 14215

PARCEL SIZE: 4.02 +/- ACRES
EXISTING ZONING: HC
ONSITE LANDSCAPE AREA: 72,080 S.F. 1.66 +/- ACRE
LANDSCAPE COVERAGE: 25%
RAINWATER HARVESTING REQUIREMENT: 30,120 GALLONS

MASTER PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	COMMENTS
	TREES (DECIDUOUS)				
	Acer x freemanii	Freeman Maple	2" Cal. Min.	25	Standard-trunk, Dense Canopy
	Betula occidentalis	River Birch	2" Cal. Min.	41	Standard-trunk, Dense Canopy
	Cercis occidentalis	Western Redbud	2" Cal. Min.	29	Standard-trunk, Dense Canopy
	Malus species	Flowering Crabapple	2" Cal. Min.	10	Standard-trunk, Dense Canopy
	Plantanus wrightii	Arizona Sycamore	2" Cal. Min. 36" Box Min.	8	Standard-trunk, Dense Canopy
	Populus tremuloides	Quaking Aspen	1" Cal. Min. 15 Gal. Min.	23	Standard-trunk, Dense Canopy
	TREES (EVERGREEN)				
	Picea abies	Norway Spruce	2" Cal. Min.	21	Standard-trunk, Dense Canopy
	Pinus ponderosa	Ponderosa Pine	2" Cal. Min. 24" Box Min.	10	Standard-trunk, Dense Canopy
	Pseudotsuga menziesii	Rocky Mountain Douglas Fir	2" Cal. Min. 24" Box Min.	20	Standard-trunk, Dense Canopy
	SHRUBS (DECIDUOUS)				
	Artemisia ludoviciana	Prairie Sage	1 Gal.	271	As Per Plan
	Berberis thunbergii	Japanesse Barberry	5 Gal.	16	As Per Plan
	Caragana species	Mountain Mohegany	5 Gal.	32	As Per Plan
	Cornus stolonifera	Red Twig Dogwood	5 Gal.	67	As Per Plan
	Cotoneaster divaricatus	Spreading Cotoneaster	5 Gal.	54	As Per Plan
	Euonymus alatus 'Compacta'	Dwarf Burning Bush	5 Gal.	28	As Per Plan
	Potentilla fruticosa	Potentilla	5 Gal.	78	As Per Plan
	Ribes aureum	Golden Currant	5 Gal.	7	As Per Plan
	Spiraea species	Spirea	5 Gal.	12	As Per Plan
	SHRUBS (EVERGREEN)				
	Arctostaphylos species	Manzanita	5 Gal.	45	As Per Plan
	Mahonia aquifolium	Oregon Grape Holly	5 Gal.	101	As Per Plan
	Pinus mugo	Mugo Pine	5 Gal.	42	As Per Plan
	Yucca baccata	Banana Yucca	5-Gal.	31	As Per Plan
	GROUNDCOVERS				
	Arctostaphylos uva-ursi	Kinnikinick	1 Gal.	79	As Per Plan
	Juniperus horizontalis	Juniper	1 Gal.	82	As Per Plan
	Lonicera japonica 'Halliana'	Hall's Honeysuckle	1 Gal.	94	As Per Plan
	Teucrium chamaedrys	Germander	1 Gal.	120	As Per Plan
	VINES				
	Hedera species	Ivy	15 Gal.	14	Trained to Structure
	Lonicera japonica 'Halliana'	Hall's Honeysuckle	15 Gal.	8	Trained to Structure
	GRASSES				
	Bouteloua gracilis	Blue Grama	5 Gal.	93	As Per Plan
	Festuca glauca	Blue Fescue	5 Gal.	46	As Per Plan
	Muhlenbergia rigens	Deer Grass	5 Gal.	175	As Per Plan
	MISCELLANEOUS				
	SEASONAL ANNUALS		4" POTS	300	PLANTED 8" O.C.

BARK MULCH - DARK FOREST BROWN OR EQUAL -2" DEPTH IN ALL SPECIFIED PLANTING AREAS (TYP.) - 40,400 SQ. FT.

TURF - (75% KENTUCKY BLUE, 15% FESCUE, 10% RYE) - 7,925 SQ. FT. WITH 4" EXTRUDED CONCRETE HEADER -400 LF.

NATIVE GRASS AND WILDFLOWER SEED MIX - 26,280 SQ. FT. (REFENCE NATIVE GRASS + WILDFLOWER SEED MIX MATRIX)

SURFACE SELECT BOULDERS

GRASS & WILDFLOWER MIX

LBS/AC.	BOTANICAL NAME	COMMON NAME
3	Bouteloua curtipendula	Sideoats Grama
2	Erigeron speciosus	Aspen Fleabane
1	Festuca arizonica	Arizona Fescue
2	Hilaria jamesii	Galleta Grass
3	Lupinus argentus	Silvery Lupine
2	Oryzopsis hymenoides	Indian Rice Grass
3	Penstemon palmeri	Palmers Penstemon
1	Stiantor hystrix	Bottlebrush Squirrel Tail
2	Stipa comata	Needle and Thread Grass

SEEDLING RATE: 18 LBS / ACRE

PLANT QUANTITY SCHEDULE

LOCATION	TREES (ON AVERAGE)	SHRUBS (ON AVERAGE)	GROUNDCOVER (ON AVERAGE)
STREET BUFFER	1 PER 25 L.F.	2 PER TREE	2 PER TREE
UNIVERSITY HEIGHTS DR.			
REQUIRED	33	78	78
PROVIDED	39	105 (+27)	124 (+46)
BEULAH BOULEVARD			
REQUIRED	17	34	34
PROVIDED	21 (+4)	50 (+16)	34
PERIPHERAL BUFFER	1 PER 25 L.F.	2 PER TREE	2 PER TREE
REQUIRED	25	50	50
PROVIDED	26 (+1)	58 (+8)	50
PARKING AREA	2 PER 8 SPACES	2 PER TREE	2 PER TREE
REQUIRED	29	58	58
PROVIDED	30 (+1)	61 (+3)	89 (+31)
PARKING LOT SCREEN	NOT REQUIRED	2 PER SPACE	NOT REQUIRED
REQUIRED	-	52	
PROVIDED	-	54 (+2)	
BUILDING FOUNDATION	1 PER 25 L.F.	2 PER TREE	2 PER TREE
REQUIRED	61	122	122
PROVIDED	63 (+2)	216 (+94)	125 (+3)

PARKING ISLAND REQUIRMENTS

REQUIRED LANDSCAPE AREA CALCULATION	REQUIRED (SQ. FT.)	PROVIDED (SQ. FT.)
114 (PARKING SPACES) X 30 (SQ. FT. OF LANDSCAPE REQUIRED PER SPACE)	3,420	3,420
- 10% (PER AFFORDABLE HOUSING INSENTIVE LANDSCAPE STANDARDS REDUCTION)	342	305
	3,078	3,115

COLLABORATIVE V DESIGN STUDIO

COLLABORATIVE V DESIGN STUDIO INC.
7116 EAST 1ST AVE.
SUITE 103
SCOTTSDALE, ARIZONA
85251
OFFICE: 480-347-0590
FAX: 480-656-5012

Registered Landscape Architect CERTIFICATE NO. 36867 MATTHEW PAUL VINCENT ARIZONA U.S.A. 2014 13

EXPIRES 06 / 30 / 2016

PRELIMINARY
NOT FOR CONSTRUCTION

LANDSCAPE IMPROVEMENTS
TRAILSIDE APARTMENTS
Flagstaff, Arizona

Preliminary Landscape Plan

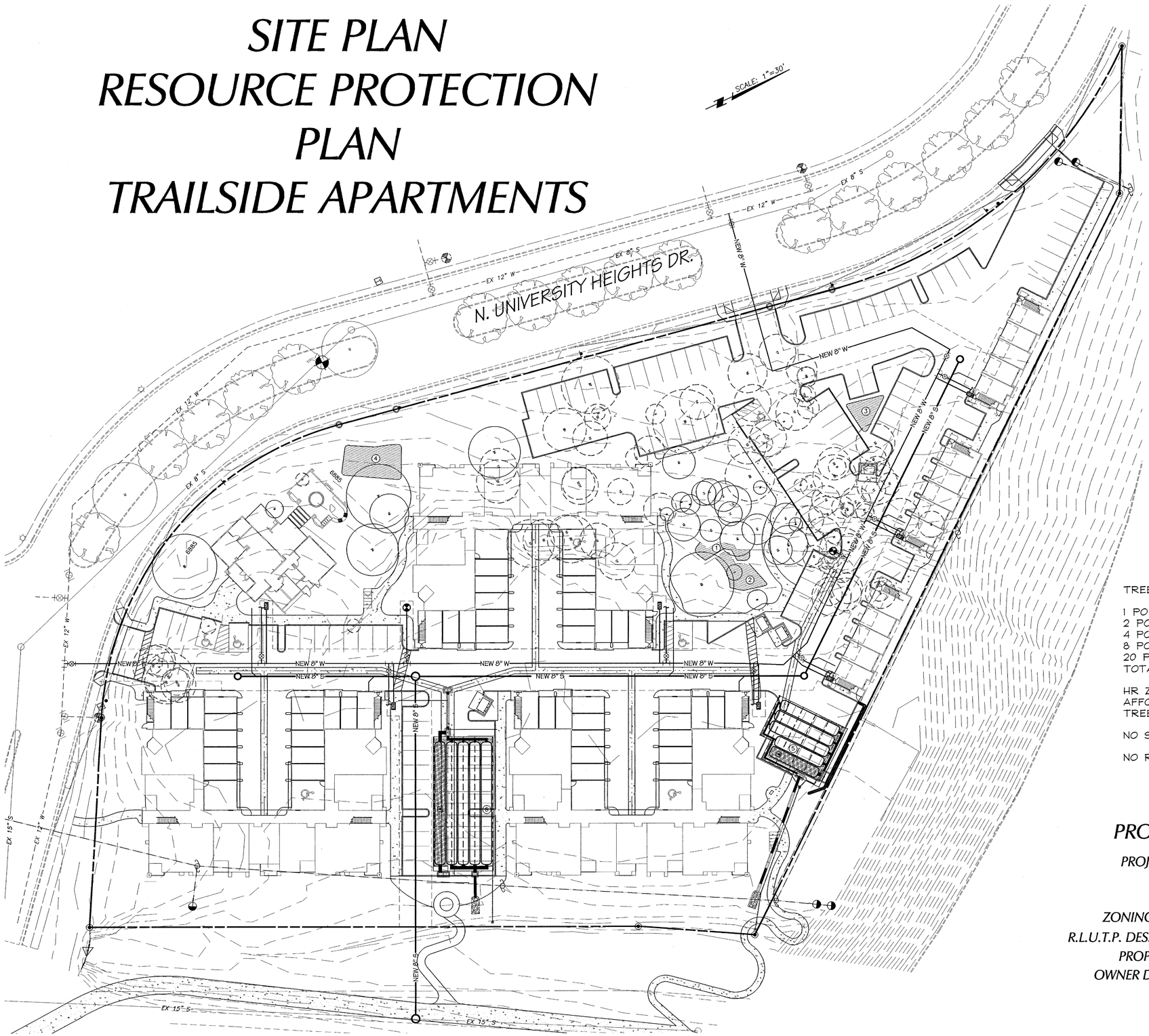
DESIGNED BY PV/SH
DRAWN BY BH / SH
CHECKED BY PV / MD
DATE January 28, 2013
REVISIONS August 14, 2013 2nd City Review

Trailside Apartments Landscape Concept

LS-1

1 of 1

SITE PLAN
RESOURCE PROTECTION PLAN
TRAILSIDE APARTMENTS



1 POINT TREE
1 POINT TREE SAVE
2 POINT TREE
2 POINT TREE SAVE
4 POINT TREE
4 POINT TREE SAVE
8 POINT TREE
8 POINT TREE SAVE
20 POINT TREE
20 POINT TREE SAVE

TREE RESOURCE CALCULATIONS

1 POINT TREES 25 TOTAL= 25 POINTS SAVE 5= 5 POINTS
2 POINT TREES 28 TOTAL= 56 POINTS SAVE 7= 14 POINTS
4 POINT TREES 35 TOTAL= 140 POINTS SAVE 8= 32 POINTS
8 POINT TREES 21 TOTAL= 168 POINTS SAVE 3= 24 POINTS
20 POINT TREES 5 TOTAL= 100 POINTS SAVE 3= 60 POINTS
TOTAL POINTS = 489 TOTAL SAVE POINTS = 135 (27.61%)

HR ZONE REQUIRES 50% TREE RESOURCE PROTECTION
AFFORDABLE HOUSING INCENTIVE IS 45% REDUCTION = 27.5% TREE RESOURCE PROTECTION

NO SLOPE RESOURCES LOCATED ON SITE

NO RURAL OR URBAN FLOODPLAIN RESOOURCES ON SITE

PROJECT INFORMATION

PROJECT NAME: TRAILSIDE APARTMENTS
ADDRESS: 600, 700, & 800 W. UNIVERSITY HEIGHTS DR.
APN: 112-20-013A, 014B, & 015B
ZONING DISTRICT: HR
R.L.U.T.P. DESIGNATION: HIGH DENSITY RESIDENTIAL
PROPOSED USE: APARTMENTS
OWNER DEVELOPER: CHASON DEVELOPMENT
105 AFFINITY LANE
BUFFALO, NY 14215
(716) 833-1000

SHEET NO. 1 OF 1

COF PROJECT #

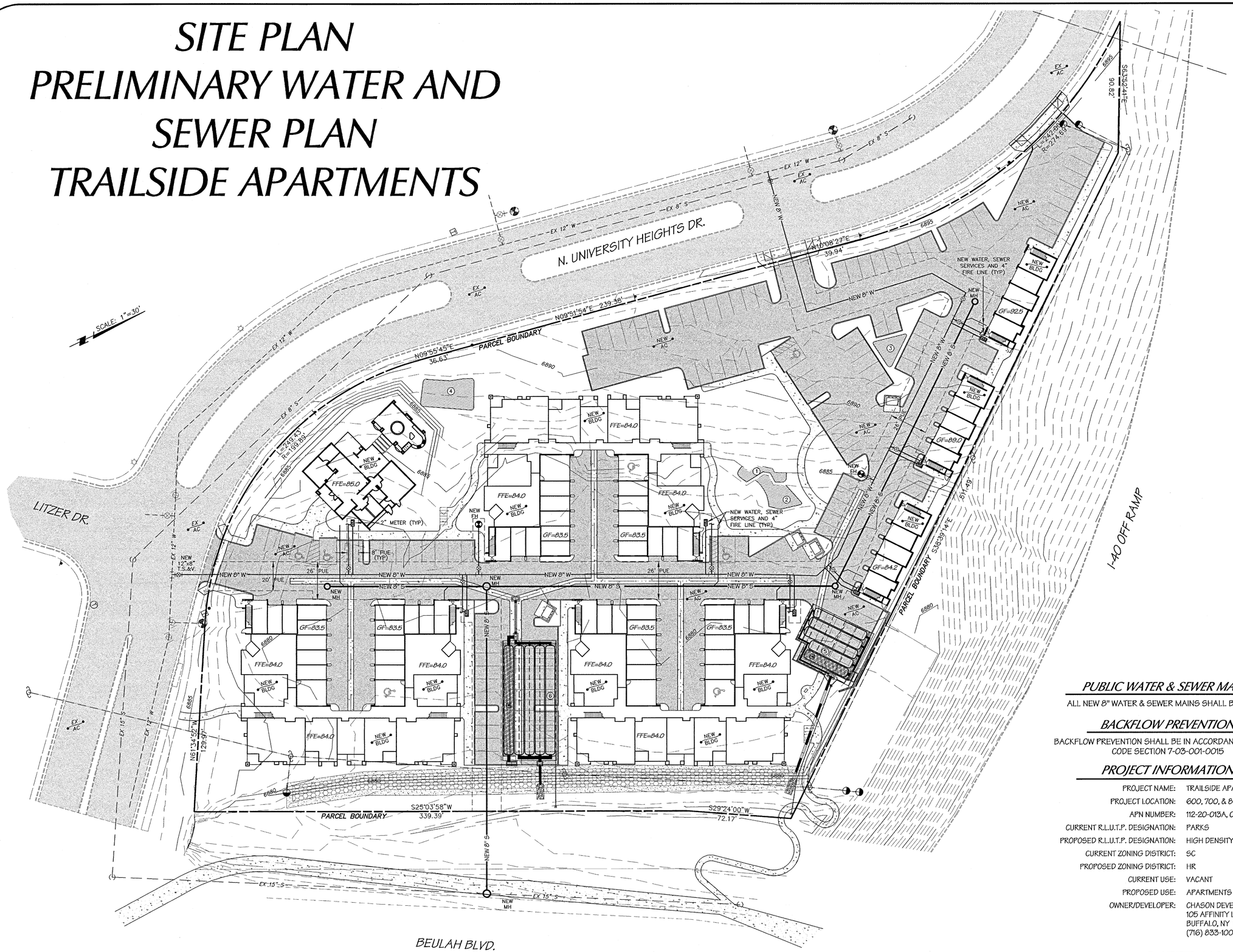
Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1852, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

23950 NEW MEXICO LICENSED PROFESSIONAL ENGINEER Eric Mogollon 8/15/13 Expires on 3/31/15

TRAILSIDE APARTMENTS
NATURAL RESOURCE PROTECTION PLAN
8/15/13
MES#12965

DATE: 8/15/13
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT NO. 12965
FN: TREE-RESOURSE.DWG
VERT SCALE: N/A
HOR SCALE: 1"=30'
REVISIONS: COF comments 8/15/13

SITE PLAN
PRELIMINARY WATER AND SEWER PLAN
TRAILSIDE APARTMENTS



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

PROJECT INFORMATION

PROJECT NAME:	TRAILSIDE APARTMENTS
PROJECT LOCATION:	600, 700, & 800 W. UNIVERSITY HEIGHTS DR.
APN NUMBER:	112-20-013A, 014B, & 015B
CURRENT R.L.U.T.P. DESIGNATION:	PARKS
PROPOSED R.L.U.T.P. DESIGNATION:	HIGH DENSITY RESIDENTIAL
CURRENT ZONING DISTRICT:	SC
PROPOSED ZONING DISTRICT:	HR
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
OWNER/DEVELOPER:	CHASON DEVELOPMENT 105 AFFINITY LANE BUFFALO, NY 14215 (716) 833-1000

SHEET NO. 1 OF 1

COF PROJECT #

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1852, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

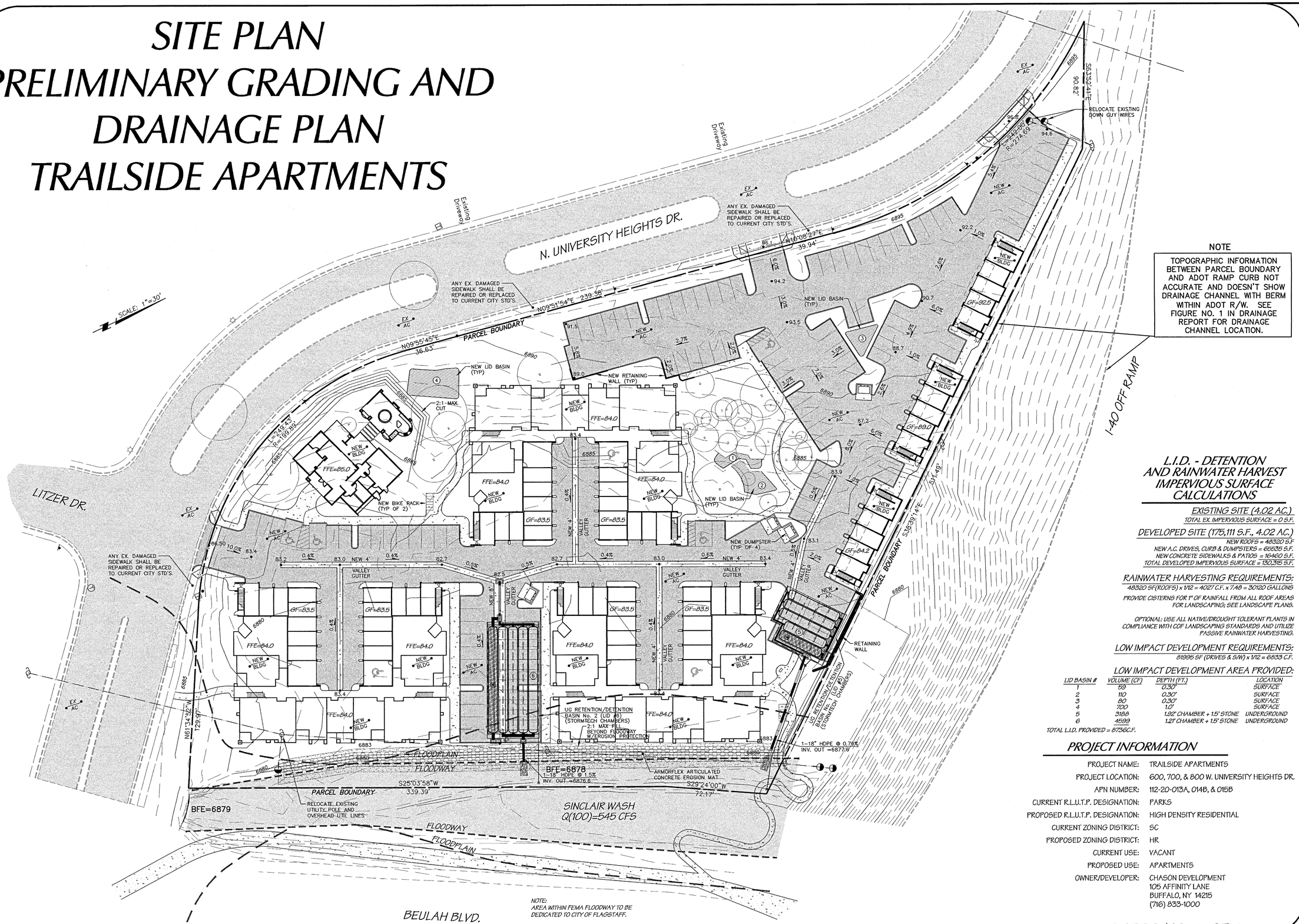
REGISTERED LAND SURVEYOR 23950 KENT V. NITCHER JR. Date Signed 8/14/13 ARIZONA U.S.A. Expires on 3/31/12

8/14/13
MES#12965

TRAILSIDE APARTMENTS
PRELIMINARY
UNDERGROUND UTILITIES

DATE: 8/14/13	REVISIONS: PER C.O.F. COMMENTS DATED 5/20/13
DESIGNED BY: RCJ/MHE	PN: WATERSEWER.DWG
DRAWN BY: MHE	VERT SCALE: N/A
CHECKED BY: RCJ/MHE	HOR SCALE: 1"=30'

SITE PLAN
PRELIMINARY GRADING AND DRAINAGE PLAN
TRAILSIDE APARTMENTS



NOTE

TOPOGRAPHIC INFORMATION BETWEEN PARCEL BOUNDARY AND ADOT RAMP CURB NOT ACCURATE AND DOESN'T SHOW DRAINAGE CHANNEL WITH BERM WITHIN ADOT R/W. SEE FIGURE NO. 1 IN DRAINAGE REPORT FOR DRAINAGE CHANNEL LOCATION.

L.I.D. - DETENTION AND RAINWATER HARVEST IMPERVIOUS SURFACE CALCULATIONS

EXISTING SITE (4.02 AC.)

TOTAL EX. IMPERVIOUS SURFACE = 0 S.F.

DEVELOPED SITE (175,111 S.F., 4.02 AC.)

NEW ROOFS = 48320 S.F
NEW A.C. DRIVES, CURB & DUMPSTERS = 65535 S.F.
NEW CONCRETE SIDEWALKS & PATIOS = 16460 S.F.
TOTAL DEVELOPED IMPERVIOUS SURFACE = 130,315 S.F.

RAINWATER HARVESTING REQUIREMENTS:

48320 SF(ROOFS) x 1/12 = 4027 C.F. x 7.48 = 30120 GALLONS

PROVIDE CISTERNS FOR 1" OF RAINFALL FROM ALL ROOF AREAS FOR LANDSCAPING; SEE LANDSCAPE PLANS.

OPTIONAL: USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

LOW IMPACT DEVELOPMENT REQUIREMENTS:

81995 SF (DRIVES & S/W) x 1/12 = 6833 C.F.

LOW IMPACT DEVELOPMENT AREA PROVIDED:

LID BASIN #	VOLUME (CF)	DEPTH (FT.)	LOCATION
1	59	0.30'	SURFACE
2	110	0.30'	SURFACE
3	80	0.30'	SURFACE
4	720	1.0'	SURFACE
5	3188	1.92' CHAMBER + 1.5' STONE	UNDERGROUND
6	4599	1.21' CHAMBER + 1.5' STONE	UNDERGROUND

TOTAL L.I.D. PROVIDED = 8736C.F.

PROJECT INFORMATION

PROJECT NAME:	TRAILSIDE APARTMENTS
PROJECT LOCATION:	600, 700, & 800 W. UNIVERSITY HEIGHTS DR.
APN NUMBER:	112-20-013A, 014B, & 015B
CURRENT R.L.U.T.P. DESIGNATION:	PARKS
PROPOSED R.L.U.T.P. DESIGNATION:	HIGH DENSITY RESIDENTIAL
CURRENT ZONING DISTRICT:	SC
PROPOSED ZONING DISTRICT:	HR
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
OWNER/DEVELOPER:	CHASON DEVELOPMENT 105 AFFINITY LANE BUFFALO, NY 14215 (716) 833-1000

SHEET NO. 1 OF 1

COF PROJECT #

TRAILSIDE APARTMENTS
PERLIMINARY
GRADING & DRAINAGE

8/14/13
MES# 12965

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1162, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-2015

REGISTERED LAND SURVEYOR
CERTIFICATE OF AUTHORITY FOR
23350
RICHARD C. HOTSENPILLER
Date Signed 8/14/13
ARIZONA, U.S.A.
Expires on 3/31/15

DATE: 8/14/13	REVISIONS: PER C.O.F. COMMENTS DATED 5/20/13
DESIGNED BY: RCI/MHE	PROJECT NO. 12965
DRAWN BY: MHE	FN: GRADING.DWG
CHECKED BY: RCI/MHE	VERT SCALE: N/A
	HOR SCALE: 1"=30'

LUMINAIRE SCHEDULE							
Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF
	SP1	15	VISIONAIRE SUN-1 T4 55 3 1 PPM BZ SF120. BRONZE FINISH.	24"L. X 15"W. X 9"H. FULL CUTOFF POLE LUMINAIRE, TYPE 4. POLE MOUNT AT +20 FT. A.F.G.	(1) 55W LPS	7800	0.90
	SW1	20	LIGHTWAY WPRW-18 A L18 T Z99 CEG CBB 01. BRONZE FINISH.	TRAPEZOID AREA WALL LUMINAIRE W/ FLAT CLEAR GLASS LENS AT +12' A.F.G.	(1) 18W LPS	1800	0.90
	SW2	4	VISIONAIRE SUN-1 T3 55 3 1 WM BZ SF120. BRONZE FINISH.	24"L. X 15"W. X 9"H. FULL CUTOFF WALL LUMINAIRE, TYPE 3. WALL MOUNT AT +15 FT. A.F.G.	(1) 55W LPS	7800	0.90
	SW3	12	LIGHTWAY MERW-612 A A 1Q13 3 Z3 WSA. TEXTURED BRONZE FINISH.	WALL SCONCE WITH WHITE SMOOTH ACRYLIC DIFFUSER LENS. WALL MOUNT AT +6 FT. A.F.F.	(1) 13W CFL	900	0.75

ELECTRICAL SITE LIGHTING PLAN

–

SCALE: 1" = 40' – 0"

OUTDOOR LUMENS CALCULATION TABLE

Project Name : Trailside Apartments
Subject : Calculations per Flagstaff Lumen Cap

Lamp Type:
LPS - Low Pressure Sodium
HPS - High Pressure Sodium
MH - Metal Halide
CMH - Ceramic Metal Halide
FL - Linear Fluorescent

Lamp Type:
CFL - Compact Fluorescent
LED - Light Emitting Diode
INC - Incandescent
HAL - Halogen

Shielding Type:
F - Fully Shielded
U - Unshielded

Project Zone ---------- **II**
Lighting Class ---------- **2**
Site Net Acre ---------- **4.02**

Total Outdoor Lumens Allowed per Site Net Acre ----------	50,000	X 4.02	=	**201,000**
Total Outdoor Lumens Allowed for Unshielded Lights ----------	5,500	X 4.02	=	**22,110**
Total Outdoor Lumens Allowed for Non-LPS Lights----------	5,000	X 4.02	=	**20,100**

Fixture Label & Description		Lamp Description Qty	Watts	Type	Initial Lumens & Shielding		Unit Qty	Sub-Total Lumens Shielded	Unshielded	Total Lumens
SITE										
PS1	20' Pole Light	1	55	LPS	7,800	F	15	117,000		117,000
SW1	Wall Pack	1	18	LPS	1,800	F	20	36,000		36,000
SW2	Wall Pack	1	55	LPS	7,800	F	4	31,200		31,200
SW3	Wall Sconce	1	13	CFL	900	F	12		10,800	10,800
								184,200	10,800	195,000

Lumens Used for New Shielded Lights	**184,200**
Lumens Used for New Unshielded Lights	**10,800**
Total Lumes Allowed for Unshielded Lights	**22,110**
Lumens Used for Non-LPS Lights	**10,800**
Total Lumes Allowed for Non-LPS Lights	**20,100**
Total Lumens Used for New Lights	**195,000**
Total Lumes Allowed per Site Net Acre	**201,000**
Total Lumens Used / Lumens Allowed Ratio for New Lights	**97%**

Rev.	Date:	Description:
△ -		
△ -		
△ -		
△ -		
△ -		

TRAILSIDE APARTMENTS

FLAGSTAFF, ARIZONA

ELECTRICAL SITE LIGHTING PLAN

Registered Professional Engineer (Electrical)
CERTIFICATE NO. 10807
ANDREW C. PANOPIO
Date Signed 07-17-13
ARIZONA, U.S.A.
EXPIRES 12/31/15

NP ENGINEERING INC.
4115 N. 15TH AVE.
PHOENIX, AZ 85015
PH: (602) 265-1559 FAX: (602) 265-1605

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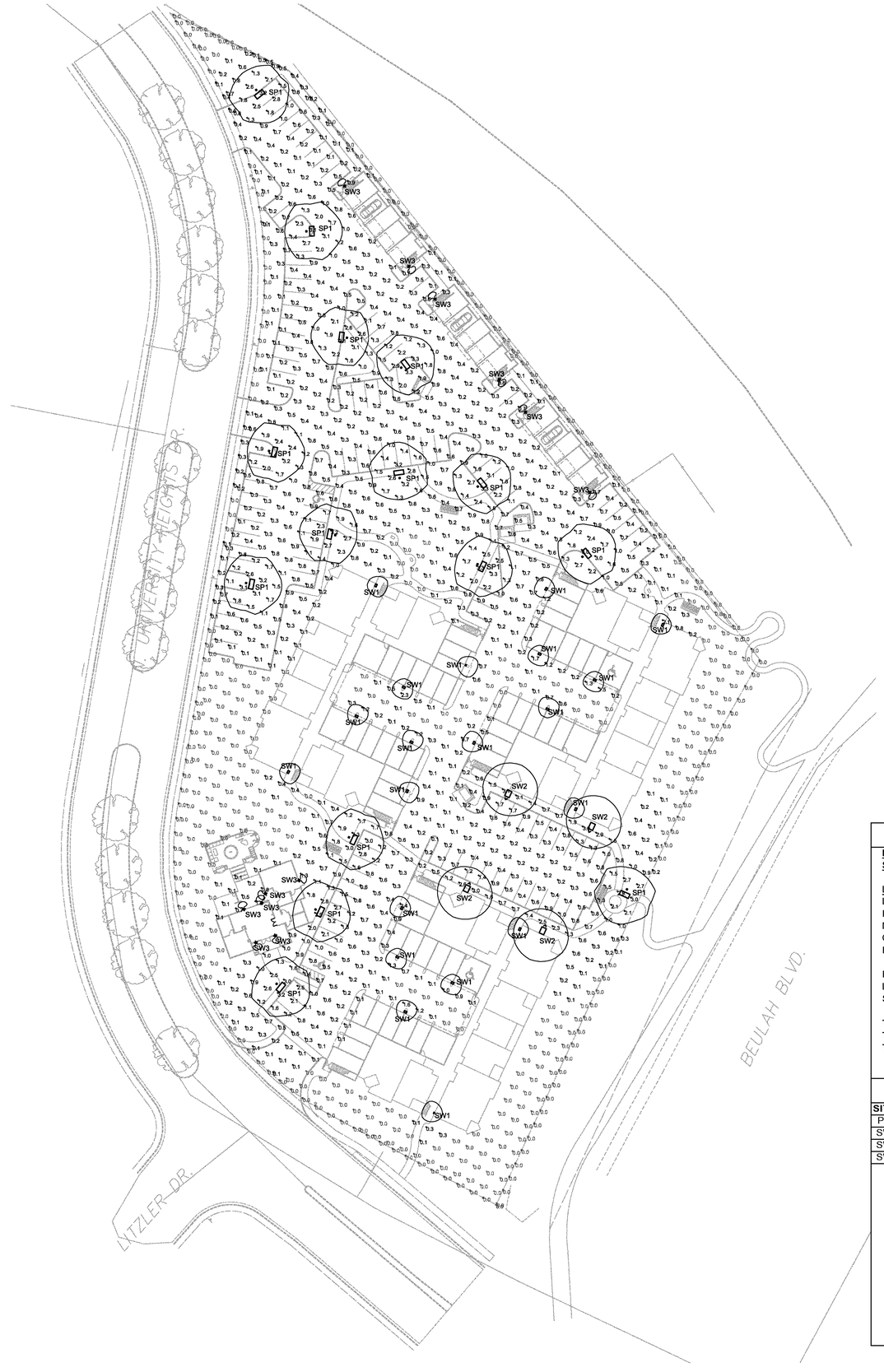
NP Proj. No: **13-015**
Project Manager: **RP**
Drawn by: **NPE**
Date: **07-17-2013**

E1

Sheet of



LUMINAIRE SCHEDULE							
Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF
	SP1	15	VISIONAIRE SUN-1 T4 55 3 1 PPM BZ SF120. BRONZE FINISH.	24"L. X 15"W. X 9"H. FULL CUTOFF POLE LUMINAIRE, TYPE 4. POLE MOUNT AT +20 FT. A.F.G.	(1) 55W LPS	7800	0.90
	SW1	20	LIGHTWAY WPRW-18 A L18 T Z99 CEG CBB 01. BRONZE FINISH.	TRAPEZOID AREA WALL LUMINAIRE W/ FLAT CLEAR GLASS LENS AT +12' A.F.G.	(1) 18W LPS	1800	0.90
	SW2	4	VISIONAIRE SUN-1 T3 55 3 1 WM BZ SF120. BRONZE FINISH.	24"L. X 15"W. X 9"H. FULL CUTOFF WALL LUMINAIRE, TYPE 3. WALL MOUNT AT +15 FT. A.F.G.	(1) 55W LPS	7800	0.90
	SW3	12	LIGHTWAY MERW-612 A A 1Q13 3 Z3 WSA. TEXTURED BRONZE FINISH.	WALL SCONCE WITH WHITE SMOOTH ACRYLIC DIFFUSER LENS. WALL MOUNT AT +6 FT. A.F.F.	(1) 13W CFL	900	0.75

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
1. Site Calcs	+	0.6 fc	3.5 fc	0.0 fc	N / A	N / A
2. Spill Light at Property Line at +6' A.F.G.	✳	0.0 fc	0.5 fc	0.0 fc	N / A	N / A

ELECTRICAL SITE PHOTOMETRIC PLAN

SCALE: 1" = 40' – 0"

OUTDOOR LUMENS CALCULATION TABLE

Project Name : Trailside Apartments
Subject : Calculations per Flagstaff Lumen Cap

Lamp Type:
LPS - Low Pressure Sodium
HPS - High Pressure Sodium
MH - Metal Halide
CMH - Ceramic Metal Halide
FL - Linear Fluorescent

Lamp Type:
CFL - Compact Fluorescent
LED - Light Emitting Diode
INC - Incandescent
HAL - Halogen

Shielding Type:
F - Fully Shielded
U - Unshielded

Project Zone ---------- **II**
Lighting Class ---------- **2**
Site Net Acre ---------- **4.02**

Total Outdoor Lumens Allowed per Site Net Acre ---------- 50,000 X 4.02 = **201,000**
Total Outdoor Lumens Allowed for Unshielded Lights ---------- 5,500 X 4.02 = **22,110**
Total Outdoor Lumens Allowed for Non-LPS Lights---------- 5,000 X 4.02 = **20,100**

Fixture Label & Description		Lamp Description Qty	Watts	Type	Initial Lumens & Shielding		Unit Qty	Sub-Total Lumens Shielded	Unshielded	Total Lumens
SITE										
PS1	20' Pole Light	1	55	LPS	7,800	F	15	117,000		117,000
SW1	Wall Pack	1	18	LPS	1,800	F	20	36,000		36,000
SW2	Wall Pack	1	55	LPS	7,800	F	4	31,200		31,200
SW3	Wall Sconce	1	13	CFL	900	F	12		10,800	10,800
								184,200	10,800	195,000

Lumens Used for New Shielded Lights	**184,200**
Lumens Used for New Unshielded Lights	**10,800**
Total Lumes Allowed for Unshielded Lights	**22,110**
Lumens Used for Non-LPS Lights	**10,800**
Total Lumes Allowed for Non-LPS Lights	**20,100**
Total Lumens Used for New Lights	**195,000**
Total Lumes Allowed per Site Net Acre	**201,000**
Total Lumens Used / Lumens Allowed Ratio for New Lights	**97%**

Rev.	Date:	Description:
1	-	
2	-	
3	-	
4	-	
5	-	

TRAILSIDE APARTMENTS

FLAGSTAFF, ARIZONA

ELECTRICAL SITE PHOTOMETRIC PLAN

Registered Professional Engineer (Electrical)
CERTIFICATE NO. 10807
ANDREW C. PANOPIO
Date Signed 07-17-13
ARIZONA, U.S.A.
EXPIRES 12/31/15

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NP Proj. No: **13-015**
Project Manager: **RP**
Drawn by: **NPE**
Date: **07-17-2013**

E2

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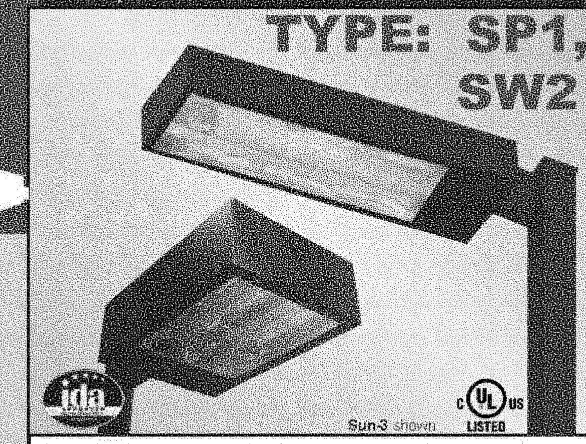
Area

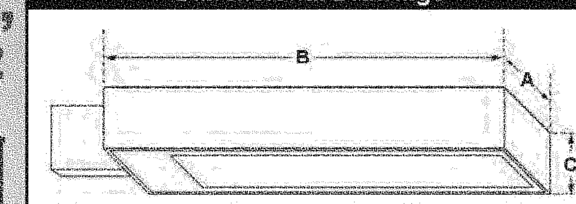
LPS - Sunset
HID / FLUORESCENT

Project Name	Type
Catalog Number	

TYPE: SP1, SW2



Dimensional Drawings



Fixture	A	B	C	Max. Watts	Lbs
SUN-1	15"	24"	9"	55 W	45
SUN-2	15"	29"	9"	90 W	50
SUN-3	20"	29"	9"	2 × 90 W	60
SUN-4	15"	52"	9"	180 W	70
SUN-6	15"	57"	6"	216 W	44

The **LPS Sunset** family of Low Pressure Sodium luminaires is designed to maximize the benefits of Low Pressure Sodium light sources with unmatched lumens per watt while eliminating glare with IES full cutoff optics. The instant on off control and the high CRI rating make fluorescent lamps a popular choice for many applications.

The **LPS Sunset** family is available in five sizes of housings with arm or yoke mount options. Two reflector options are available with a Type III providing an asymmetrical distribution, and a Type IV providing a forward throw distribution pattern. A durable polyester powder coat finish is available in a variety of architectural colors.

Lamp wattages range from 55 watts to 180 watts of Low Pressure Sodium lighting; or 64–216 watts of Fluorescent lighting. A popular version of the **LPS Sunset** fixture is the twin-90 watt luminaire which utilizes two-90 watt lamps mounted side-by-side, enabling the use of a standard shoebox design which coordinates well with most architectural applications.

Low Pressure Sodium lighting is the community standard for a number of areas where observatories are located. The International Dark-Sky community favors the use of this light source for all types of outdoor lighting. Street lighting, roadways, bridges and general area lighting are ideal applications for the **LPS Sunset** family of fixtures.

Model	Optics	Wattage	Source	Voltage	Mounting	Finish	Options
SUN-1 SUN-2 SUN-3 SUN-4	Type III *For BOA only (T3) Type IV *With parallel pole or wall mount only (T4)	55 (55) 90 (90) 2 × 90 (2×90) 135 (135) 180 (180)	LPS (L) LPS-Low Pressure Sodium	120 (1) 208 (2) 240 (3) 277 (4) 480 (5) M-Tap *Multi-Tap ballast wired at 277 V unless specified (6) 347 (8)	Bolt-On Arm (BOA) Parallel Pole Mount (PPM) Yoke Mount (YM) Wall Mount *Cast Wall Plate (BAWP) to be ordered separately. Standard length for WM bolt-on arm is 6". (WM) *Sun-6 comes with 2x4 BOA	Bronze (BZ) Black (BK) White (WH) Forest Green (FG) Grey (GY) Silver Metallic (SL) Custom Color (CC)	Photocell & Receptacle *Specify voltage (PC120) (PC208) (PC240) (PC277) (PC480)** Photo Receptacle *With shorting cap (PER) Fusing *Specify voltage Single in-line fuse (SF120) (SF277) Double in-line fuse (DF208) (DF240) (DF480)** Terminal Block (TB) Cast Wall Plate (BAWP) Internal Light Shield (ILS) Dual Circuit *Fluorescent only. Requires two ballasts. (DS) Emergency Battery Pack *Fluorescent only. Provides a minimum of 90 minutes of illumination during power outages (EBP) **not available for fluorescent sources.
SUN-6	Type III *With BOA or yoke mount only (T3FL) Type IV *With parallel pole mount only (T4FL)	(2)F32T8HO835 (2f32) (4)F32T8HO835 (4F32) (2)F54T5HO835 (2F54) (4F54T5HO835 (4F54)	Fluorescent *120v-277 V universal voltage (F)	120-277 *Univeral voltage (UNV)			

For more detailed information on mounting, wiring or installation instructions, please consult factory. If poles are not ordered with fixtures, please specify mounting requirements. This document contains proprietary information of Visionaire Lighting, LLC. Any use of this information requires the written approval of Visionaire Lighting, LLC. In keeping with our TQM policy of continuous improvement, Visionaire reserves the right to change any specifications contained herein without prior notice.

VISIONAIRE LIGHTING
Performance In A Whole New Light

19645 Rancho Way • Rancho Dominguez, CA • 90220
Tel: (310) 512-6480 • Fax: (310) 512-6486
www.visionairelighting.com

WPRW

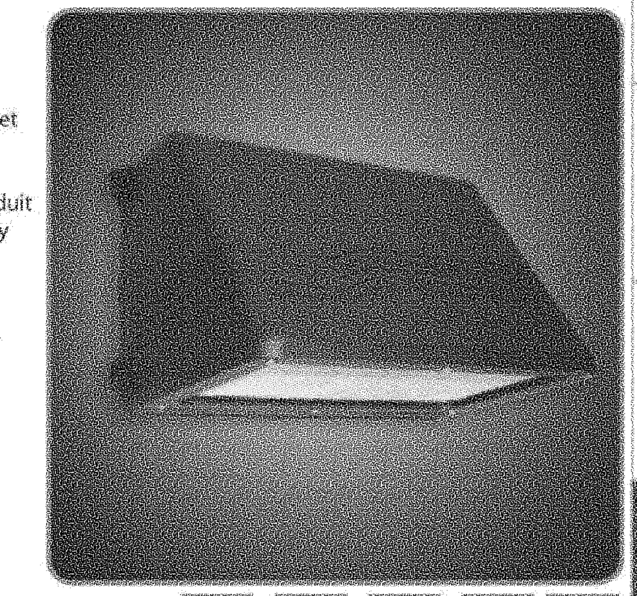
Type:	
Job Name:	

WALL | CEILING | PENDANT | OUTDOOR

Construction:
- Cast aluminum housing
- Aluminum reflector
- Clear tempered glass lens

Lamps:
- Lamps **INCLUDED**

Notes:
- Wall mounting bracket attaches to 4" recessed outlet box
- Pulse start magnetic ballast and lamp with (MH)
- 1/2" coin plugs for photocell or surface mount conduit
- MR lamp comes with 12' of wire (12v transformer by others)
- Photocell (21) - specify voltage 120v or 277v
- Battery backup (WPRW-9); one (1) CFL lamp only
- Battery backup (WPRW-18); two (2) CFL lamps only
- Photocell (21) - specify voltage 120v or 277v
- Dark Sky compliant
- CSA listed WET location



TYPE: SW1

WPRW-9	WPRW-18
Height - 9 ⅞"	Height - 9 ⅞"
Width - 14 ¼"	Width - 18 ¼"
Depth - 11 ⅜"	Depth - 13 ¾"

ORDERING INFORMATION

Example: WPRW-18-U-2T42-3-Z99-CEG-CBB-02-12

Model	Cage	Voltage	Lamping	Kelvin	Finish	Diffuser	Options
WPRW-9		A 120v NPF (Elec) U 277v HPF (Elec) 7 Quad-tap (Mag)	1Q26 (1) 26w Elec 2Q26 (2) 26w Elec 1T32 (1) 32w Elec 2T32 (2) 32w Elec 1T42 (1) 42w Elec 2T42 (2) 42w Elec 1M70 (1) 70w MH Mag 1M100 100w MH Mag 1M150 150w MH Mag	2 2700K 3 3500K 4 4100K T (MH)	Z99 Bronze Optional (See Price List) W1 Yolk W2 Gloss White W3 Text White B1 Satin Black B2 Text Black T4 Shimmer Gray M13 Anod Silver T6 Pewter W13 Pearl Beige	CEG Clear Tempered Glass	14 Quartz Restrike 21 Photocell -Specify Voltage MR 20w, MR16 Lamp (BB option - See Notes) BB - Battery Backup CBB - Cold Weather BB 01 120v 02 277v 06 650 Lumen (nominal) 12 1250 Lumen (nominal)
WPRW-18			2T32 (2) 32w Elec 2T42 (2) 42w Elec 1M150 150w MH Mag 1M250 250w MH Mag L18 18w LPS				

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East Coast Sales: 866-350-0991 • fax 866-490-5754
www.lightwayind.com • sales@lightwayind.com

Lightway

MERW-612

Type:	
Job Name:	

WALL | CEILING | PENDANT | OUTDOOR

Construction:
- Steel housing and chassis
- Diffuser is .10 extruded white acrylic
- Accent bars and rings are extruded aluminum

Lamps:
- Lamps **INCLUDED**

Notes:
- Integral mounting plate; keyhole slots left and right
- Top and bottom white acrylic lens - standard
- ADA compliant cage styles A, B and D only
- Not all material and accent styles are available – consult factory
- Dimming ballast may be limited with some lamps
- Photocell (21) increases fixture depth 1 ½"
- Photocell (21)- specify voltage 120v or 277v
- Aluminum lens cover (ALC) eliminates up/down light
- UL and CUL listed WET location

TYPE: SW3

Height - 12"
Width - 6 ½"
Depth - 4" (cage styles A,B and D)
Depth - 4 ⅜" (cage style E, F, G and H)
MC - 6

ORDERING INFORMATION

Example: MERW-612-H-U-1Q18-3-Z3-WSA

Model	Cage	Voltage	Lamping	Kelvin	Finish	Diffuser	Options
MERW-612	A B D E F G H X	A 120v NPF (Elec) U 277V HPF (Elec)	1Q13 (1) Q13w 1Q18 (1) Q18w	2 2700K 3 3500K 4 4100K	B1 Satin Black Z1 Satin Bronze Z3 Text Bronze Optional (See Price List) W1 Yolk W2 Gloss White W3 Text White B2 Text Black T4 Shimmer Gray M13 Anod Silver T6 Pewter W13 Pearl Beige P2 Brushed Alum P9 Brushed Nickel M16 Antique Brass	WSA White Smooth Acrylic Optional Cage Accents (See Page 2) Material F Filigree P Perforated Screen M Wire Mesh W Waffle Pattern Style SC Screen Complete CC Center Complete EC Ends Complete CH Center Half OX Custom	(Dimming option - See Notes) DIM10 - Mark 10 Dimming Ballast DIM7 - Mark 7 Dimming Ballast 01 120v 02 277v 21 Photocell - See Notes ALC Aluminum Lens Cover - See Notes

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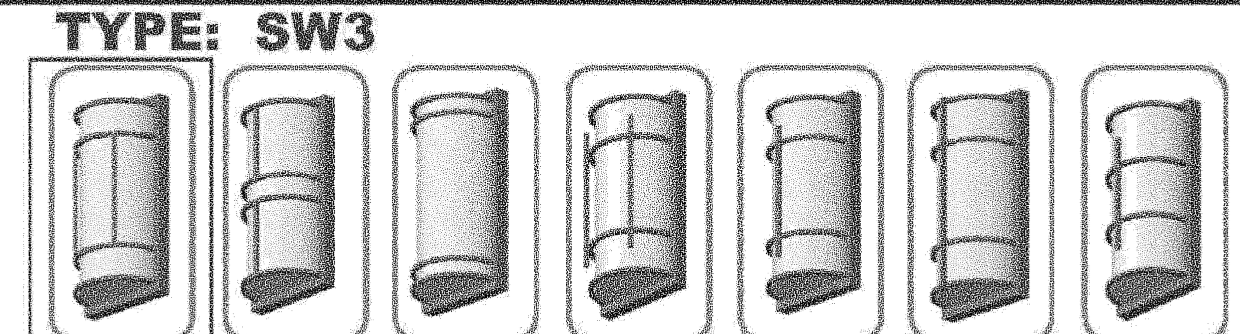
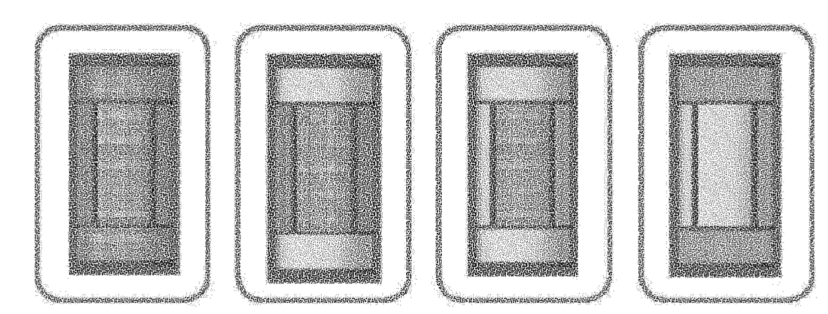
www.lightwayind.com • sales@lightwayind.com

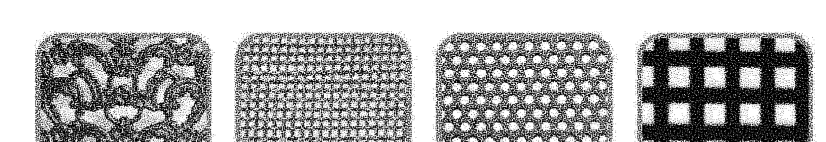
Lightway

MERW Series
Cage Styles and Accents

TYPE: SW3







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Lightway

Rev.	Date:	Description:
△ -		
△ -		
△ -		
△ -		
△ -		

TRAILSIDE APARTMENTS
FLAGSTAFF, ARIZONA
ELECTRICAL SITE LIGHTING CUT SHEETS

Registered Professional Engineer (Electrical)
CERTIFICATE NO. 10807
ANDREW C. PANOPIO
Date Signed 07-17-13
ARIZONA, U.S.A.
EXPIRES 12/31/15

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NP Proj. No: 13-015
Project Manager: RP
Drawn by: NPE
Date: 07-17-2013

E3

Sheet of

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kimberly Sharp, AICP, Comprehensive Planning Manager

Co-Submitter: Jim Cronk, Planning Director

Date: 11/13/2013

Meeting Date: 11/19/2013

TITLE

Regional Plan: Council Policy 'Parking Lot' Pending Discussion Items

RECOMMENDED ACTION:

City Council will review the compiled Regional Plan Policy 'Parking Lot' and discuss process for pulling items from the parking lot into Council discussion, debate and direction at the December 6, 2013 Council Regional Plan retreat and other Council meetings as necessary.

Council will also take public comments, Planning and Zoning Commission recommendations and County Board of Supervisor recommendations into consideration during the Regional Plan parking lot discussions.

INFORMATION

City Council has reviewed the Flagstaff Regional Plan 2030: Place Matters document one chapter at a time, allowing for public comment, Council questions to staff, and for Council to place items of concerns on a policy 'parking lot'. The chapters reviewed have been:

- September 3 - Introduction
- September 10 - Environmental Planning, Conservation and Open Space
- September 17 - Water Resources
- September 24 - Energy
- October 1 - Community Character
- October 8 - Public Facilities, Buildings, Services and Safety; Recreation
- October 15 - Transportation
- October 29 - Neighborhoods, Housing and Urban Conservation; Land Use
- November 5 - Amendment Table and Annual Report

The Council policy 'parking lot' has grown over the weeks to include all items placed on it by the Mayor, Vice-Mayor or Council members. *Please note the attached Parking Lot with attached public letters received the week of November 5.* On October 23, 2013, the City Planning and Zoning Commission unanimously passed adopting the ***Flagstaff Regional Plan*** with noted Planning and Zoning Commission suggested edits. *Please also note attached City Planning and Zoning Commission recommendations for edits to the* ***Flagstaff Regional Plan 2030: Place Matters*****.**

Further discussion on process to follow.

Attachments: Parking Lot
Community Survey

Flagstaff Regional Plan 2030
Council Parking Lot/ Planning & Zoning Commission Recommendations

Item	Status	Source	Date	Page #	Comment
Introduction Chapters I-III					
1	**Council Discussion Item**	Jeff Oravitz	9/3/2013	I-1	Vision - revisit at end
2	**Council Discussion Item**	Jeff Oravitz	9/3/2013	I-3	Guiding Principles - revisit at end
3	**Council Decision Point**	Coral Evans	9/3/2013	II-2	Last paragraph under "Where We've Been" needs to accurately reflect the diverse population who helped build this town.
4	**Council Decision Point**	Jeff Oravitz	9/3/2013		Sustainable Flagstaff - revisit at end
5	**Council Decision Point**	Mayor Nabours	9/10/2013	I-4	Pyramid Illustration - needs definition of policy - definitive course of action
6	**Council Decision Point**	Celia Barotz	9/10/2013	I-4	Include definition of Ordinance, and what happens when policies conflict
7	**Council Decision Point**	Celia Barotz	9/10/2013		Provide an example of two conflicting goals and policies to show how one will prevail over the other and show how we use the language
8	Preamble	Jeff Oravitz	9/3/2013		Purpose of the Regional Plan
9	Preamble	Jeff Oravitz	9/3/2013		Clearly define if this is a policy document and what that means of if this is a guidebook and what that means.
10	Preamble	Mayor Nabours	9/10/2013		Need a preface for the whole document similar to the note on Maps 7 & 8 stating that any word or phrase is not intended to become a rule.
11	Preamble	Jeff Oravitz	9/10/2013		Remove definitive language throughout document. Guide with suggestions.
12	Preamble	Mark Woodson	9/10/2013		Use of the word "all" is mandatory
13	Preamble	Jeff Oravitz	9/10/2013		Visions need to include the protection of private property rights
14	**Council Consideration**	P&Z Commission	10/23/2013	I-3	From first paragraph: Remove the clause "and their achievement over time depends on putting into effect specific, carefully framed policies."
15	**Council Consideration**	P&Z Commission		II-5	**Provide** date for Map #4. Text says "Other analysis suggests a higher percentage," This is a large discrepancy, where does this analysis come from? **Revise text** to read," Flagstaff also has a substantial seasonal population, with Census data and City of Flagstaff Housing studies indicating that second homes make up approximately 10 - 18% of the total housing stock in the city."
16	**Council Consideration**	P&Z Commission		II-8	Second sentence under Growth Constraints: verbiage seems harsh, is this sentence necessary? - Delete?
17	**Council Consideration**	P&Z Commission		III-1	Somewhere we should discuss the FMPO, what it really is, is it elected officials or appointed? City and County representation, etc. - **Add to Glossary**
18	**Council Consideration**	P&Z Commission		III-1	Third sentence under How this Plan is Used, add: "This plan will be used as a guide, or roadmap, for the future of the city and region, and it acts as a framework for public action and private decisions, thus striving to serve as a basis in the decision making process."
19	**Council Consideration**	P&Z Commission		III-1	**Replace** the last paragraph with this statement from the old regional plan, "General Plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant."
Environmental Planning and Conservation Chapter IV					
20	**Council Discussion Item**	Coral Evans	9/10/2013	IV-15	Do we really want to refer to 4FRI?

21	**Council Discussion Item**	Jeff Oravitz	9/10/2013	IV-12	Policies E&C.3.2 (climate change impacts) and Policy E&C.4.2 (climate change and water resources
22	**Council Decision Point**	Mayor Nabours	9/10/2013	IV-13	Dark Skies (last paragraph) -1) restricting activity centers in any area designated as Lighting Zone 1. Check to be sure language in this section is clear.
23	**Council Decision Point**	Mark Woodson	9/10/2013	IV-13	Policy E&C.5.3 Enforce dark sky ordinances. This policy is redundant and doesn't seem to be the best way to reinforce dark sky protection.
24	**Council Decision Point**	Coral Evans	9/10/2013	IV-9	Reword box at bottom page from "why do developers…" to "why do we choose….."
25	**Council Decision Point**	Kevin Burke	9/10/2013		Need a definition of conservation land system as well as identifying who would establish and manage it.
26	**Council Decision Point**	Jeff Oravitz	9/10/2013	IV-8,9	Considerations for development would be best in an appendix.
27	**Council Decision Point**	Jeff Oravitz	9/10/2013	IV-10	Do not want to discourage the use of wood burning stoves
28	**Council Decision Point**	Jeff Oravitz	9/10/2013	IV-12	Last paragraph before goals and policies confirms that everyone wants to live in a compact community when that is not the case.
29	**Council Decision Point**	Jeff Oravitz	9/10/2013	IV-13	Text addressing non-conforming lighting. Is there a proposition 207 issue?
30	Preamble	Jeff Oravitz	9/10/2013	IV-15	Policy E&C.6.5 (preserving wetlands) has a property rights issues. What is inappropriate development?
31	Preamble	Jeff Oravitz	9/10/2013	IV-19	policy E&C.10.3. - language too definitive
32	**Council Consideration**	P&Z Commission		IV-8	Publicly submitted revision of the paragraph following *How to use the Natural and Cultural Environment Map,* see attached PDF
33	**Council Consideration**	P&Z Commission		IV-9	**Add** the following sentence to the Importance paragraph of the *Wildlife Linkages* section: "Of particular importance are the corridors west of Flagstaff linking the San Francisco Peaks with the Rim." This change is suggested because wildlife corridors have been largely compromised, thus making the existing corridors critical.
34	**Council Consideration**	P&Z Commission		IV-10	**Remove** 2 sentences in middle paragraph: "More than a dozen facilities operate within or adjacent to Coconino County that produce significant amounts of carbon monoxide, nitrogen oxides, volatile organic compounds, sulfur dioxide, particulate matter, or ammonia." and "However, on some days, perceptible reductions in visibility do occur."
35	**Council Consideration**	P&Z Commission		IV-12	**Delete** the words "through local action" from the last sentence on the page
36	**Council Consideration**	P&Z Commission		IV-12	Policy E&C.2.1. "Promote programs and incentives for the reduction of fossil fuel…" If the City has an ordinance, then it would **state,** "continue to effect the reduction of fossil fuel through these existing programs."
Open Space Chapter V					
37	**Council Discussion Item**	Jeff Oravitz	9/10/2013	V-2	2nd paragraph - cause conflicts with development because of watershed issues
38	**Council Discussion Item**	Jeff Oravitz	9/10/2013	V-4	Flag whole page - Applying an Open Space Plan, partners, members of CAC
39	**Council Discussion Item**	Jeff Oravitz	9/10/2013	V-5	All goals and polices
40	**Council Decision Point**	Jeff Oravitz	9/10/2013	V-6	Should this be in an appendix? [Staff recommendation for revised text]
41	Preamble	Jeff Oravitz	9/10/2013	V-1	Open Space Vision for the Future needs to be reviewed for property rights
42	Preamble	Coral Evans	9/10/2013		Instead of changing each section about property rights, can we do something on the first page that would be a simple statement that this document doesn't not take away/reduce/diminish personal or individual property rights.
43	**Council Consideration**	P&Z Commission		V-4	**Add** to bullet 10: "and by limiting development in flood-prone areas"

44	**Council Consideration**	P&Z Commission		V-5	Policy OS 1.2. While observing private property rights, preserve natural resources and priority ~~open lands~~ areas with a high concentration of natural resources, under the general ... and the ~~Natural~~ Environmental Planning and Conservation maps. Policy OS. 1.3. Use ~~open spaces~~ areas with a high concentration of natural resources as natural environment buffer zones ... Policy OS 1.4. Use ~~open space~~ areas with a high concentration of natural resources as opportunities ... Policy OS 1.5. Integrate the qualities of ~~open space~~ areas with a high concentration of natural resources ~~qualities~~ into the built environment.
45	**Council Consideration**	P&Z Commission		V-6	Language under *Item #7* was **revised:** "Zoning: Within the City the Public Lands Forest (PLF) Zone applies to areas of the City designated as Coconino National Forest. All other lands, including for example, county, municipal or State Trust lands, which may be classified as "suitable for conservation purposes", may be designated as the Public Open Space (POS) Zone. Once a parcel is purchased, traded, or donated for open space in the City, a zone change to the PLF or POS Zone, assuming permission has been granted by the property owner, will formally recognize the new designation. The County Zoning Ordinance also includes an Open Space and Conservation Zone for the purpose of protecting and zoning open space.
Water Resources Chapter VI					
46	**Council Discussion Item**	Jeff Oravitz	9/24/2013	VI-13	WR.3.2 adjust word favor - what about business who bring resource or pay for resources
47	**Council Discussion Item**	Jeff Oravitz	9/24/2013		Address water usage by pine trees - thinning in relation to water usage
48	**Council Decision Point**	Mayor Nabours	9/24/2013	VI-16	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."
49	**Council Decision Point**	Mayor Nabours	9/24/2013	VI-8	12% potable water loss - goal or policy that covers reducing water loss through leakage
50	**Council Decision Point**	Jeff Oravitz	9/24/2013	VI-8	Add policy addressing identifying and developing and transportation of new water supplies
51	**Council Decision Point**	Jeff Oravitz	9/24/2013	VI-13	Water Demand should also address new supplies
52	**Council Decision Point**	Jeff Oravitz	9/24/2013	VI-13	WR.3.4 where appropriate and "practical"
53	Preamble	Jeff Oravitz	9/24/2013	VI-16	WR.5.2 add "when practical"
54	**Council Consideration**	P&Z Commission		VI-8	Define the term "Grey Water." - **Put in glossary**
55	**Council Consideration**	P&Z Commission		VI-18	Stormwater Facilities Map: **Define** dashed line (city limits)
Energy Chapter VII					
56	**Council Discussion Item**	Mark Woodson	9/17/2013		Most policies could be broadened as the proposed edits above do
57	**Council Decision Point**	Mark Woodson	9/17/2013	VII-5	Policy E.2.3 replace "develop City and County" with Promote
58	**Council Decision Point**	Mark Woodson	9/17/2013	VII-3	Policy E.1.7 end sentence at consumption
59	**Council Decision Point**	Mark Woodson	9/17/2013	VII-3	Policy E.1.6 end sentence at energy efficiency

60	**Council Decision Point**	Mayor Nabours	9/17/2013		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.
61	Preamble	Mayor Nabours	9/17/2013		Policy E.1.6, E.1.8, E.1.9 the language is too definitive - says we will do these things- not maybe
62	Preamble	Mayor Nabours	9/17/2013		A preface could be developed that states that words like develop and promote are not directions to take a particular action.
63	Preamble	Jeff Oravitz	9/17/2013		Policies E.1.6 - 1.9 change the language from develop/support/incorporate to encourage/consider
64	**Council Consideration**	P&Z Commission		VII-3	Recommend modifying on of the energy efficiency policies to highlight passive solar design and technology.
Community Character Chapter VIII					
65	**Council Decision Point**	Mayor Nabours	10/1/2013	VIII-22	Would like a more specific goal or policy about eliminating overhead lines along important view shed points
66	**Council Decision Point**	Mark Woodson	10/1/2013	VIII-22	New policy possible for the City to invest in undergrounding utilities in reinvestment areas
67	**Council Decision Point**	Coral Evans	10/1/2013	VIII-27	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, Juneteenth, Dia de Los Muertos (Day of the Dead), and Pride Festivals.
68	**Council Decision Point**	Coral Evans	10/1/2013	VIII-17	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
69	**Council Decision Point**	Coral Evans	10/1/2013	VIII-27	Education Resources Box - we do not mention the private higher education institutions, also include the Joe Montoya Senior Center to the list of various neighborhood centers
70	Preamble	Mayor Nabours	10/1/2013	VIII-22	Policy CC.3.1 the word "require" is an example of too prescriptive language
71	**Council Consideration**	P&Z Commission		VIII-23	Policy CC.3.1. "Encourage" instead of "Require"
72	**Council Consideration**	P&Z Commission		VIII-26	Possibly **remove** last sentence in first paragraph: "However, without coordination, preservation, and promotion, it is possible that these activities and resources can be lost through indifference or unintended development decisions or policies."
Land Use and Growth Areas Chapter IX					
73	**Council Decision Point**	Coral Evans	10/29/2013	IX-64	Add Policy LU.18.11. The needs of existing residents should be thoughtfully considered during the reinvestment process.
74	**Council Decision Point**	Coral Evans	10/29/2013	IX-56	Nothing in this section speaks to "people". Want to see language that speaks to this important issue.
75	**Council Decision Point**	Coral Evans	10/29/2013	IX-56	Need a relocation policy for both this reinvestment section of land use and Housing Section.
76	**Council Decision Point**	Mark Woodson	10/29/2013		What is "compact development"?
77	**Council Decision Point**	Jeff Oravitz	10/29/2013	IX-60	Concerned with preferred pattern of compact development
78	**Council Decision Point**	Jeff Oravitz	10/29/2013	IX-56	Why are we planning for autos last when they should be first. We need to plan for this.
79	**Council Decision Point**	Scott Overton	10/29/2013	IX-45	Is this the only place to address industrial. Need more in depth information. This section is too limited. Where is future long term planning for industry (heavy and medium industrial needs.

80	**Council Decision Point**	Coral Evans	10/22/2013	IX-29	Need policy addressing parking residential areas
81	**Council Decision Point**	Coral Evans	10/22/2013	IX-58	Need policy dealing with gentrification and displacement of existing residences as well as a relocation policy in the housing chapter.
82	**Council Consideration**	P&Z Commission		IX-55	The maps should be seen as a tool for setting priorities for specific parcels. A location on a map should give clues as to the appropriate priorities for that place. With that in mind, mapping should be done with a keen awareness of where potential conflicts may exist and avoid them whenever possible. The places I see, when I consider this, are places where Activity Centers overlap areas identified as having a high degree of natural resources. Specifically, I recommend relocation or rescaling of the following Activity Centers: S1, S6, S16, S17, U2. The following policy suggestion addresses concerns about Activity Center boundaries: **Proposed new policy** that addresses the boundaries of pedestrian sheds: Under *Activity Centers* , Policy.16.16.; "Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural resources and man-made barriers like steep slopes and floodplains, or the interstate, road networks, and existing development patterns."
83	**Council Consideration**	P&Z Commission		IX-19	**Proposed new policy** that addresses where density within activity centers should be concentrated: Under *Applicable to All Land Uses* , Goal LU3, Policy LU.3.5.; "Encourage the distribution of density within neighborhoods to relate to the access of associated activity centers and corridors, infrastructure, transportation, and natural constraints like slopes and drainages." See also Activity Centers, page IX-50 in revised land use chapter.
84	**Council Consideration**	P&Z Commission		IX-49	**Redefine** "Activity Centers" and "Neighborhoods" using definitions from the glossary for consistency
Transportation Chapter X					
85	**Council Discussion Item**	Mayor Nabours	10/22/2013		Reconsider the two roads eliminated - A-1 by-pass and the 89 Eastside by-pass
86	**Council Discussion Item**	Mayor Nabours	10/22/2013		Consider an alternative route to Fort Valley Road
87	**Council Discussion Item**	Mayor Nabours	10/22/2013		Consider the Ponderosa Parkway-Gemini connection
88	**Council Discussion Item**	Jeff Oravitz	10/22/2013		Add policy "create a four lane corridor from Milton to Highway 180 via Butler, 4th St., Cedar & Lockett"
89	**Council Decision Point**	Scott Overton	10/22/2013		Is the FMPO Mission accomplished with the regional plan? How does the County land use pattern affect the transportation network and is it as closely considered as it is in the City.
90	**Council Decision Point**	Jeff Oravitz	10/22/2013		Policy CD.1.5 missing word "rough"
91	**Council Decision Point**	Jeff Oravitz	10/22/2013		Add policy "maintain existing streets to high standards"
92	**Council Decision Point**	Jeff Oravitz	10/22/2013		Add policy "develop off-ramp at I-40 and Lonetree"
93	**Council Decision Point**	Jeff Oravitz	10/22/2013		Add policy "develop a railroad overpass at Lonetree"
94	**Council Consideration**	P&Z Commission		X-1	Borrowing from the previous plan, this sentence is well-worded and might be **added** to the intro: "The Transportation Element of the Regional Plan can be summed up in 5 words: safety, balance, connectivity, efficiency, and diversity."
95	**Council Consideration**	P&Z Commission		X-5	Policy T.1.8 is unclear, **delete** it and revise Policy T.1.1. to say, "In future development, integrate a balanced, multimodal regional transportation system."
96	**Council Consideration**	P&Z Commission		X-6	Tables are confusing to read and hard to interpret. The symbols for the table are to be **labeled,** "High Priority, Medium Priority, and Low Priority" and accompanying text reorganized so that it better relates to the table.

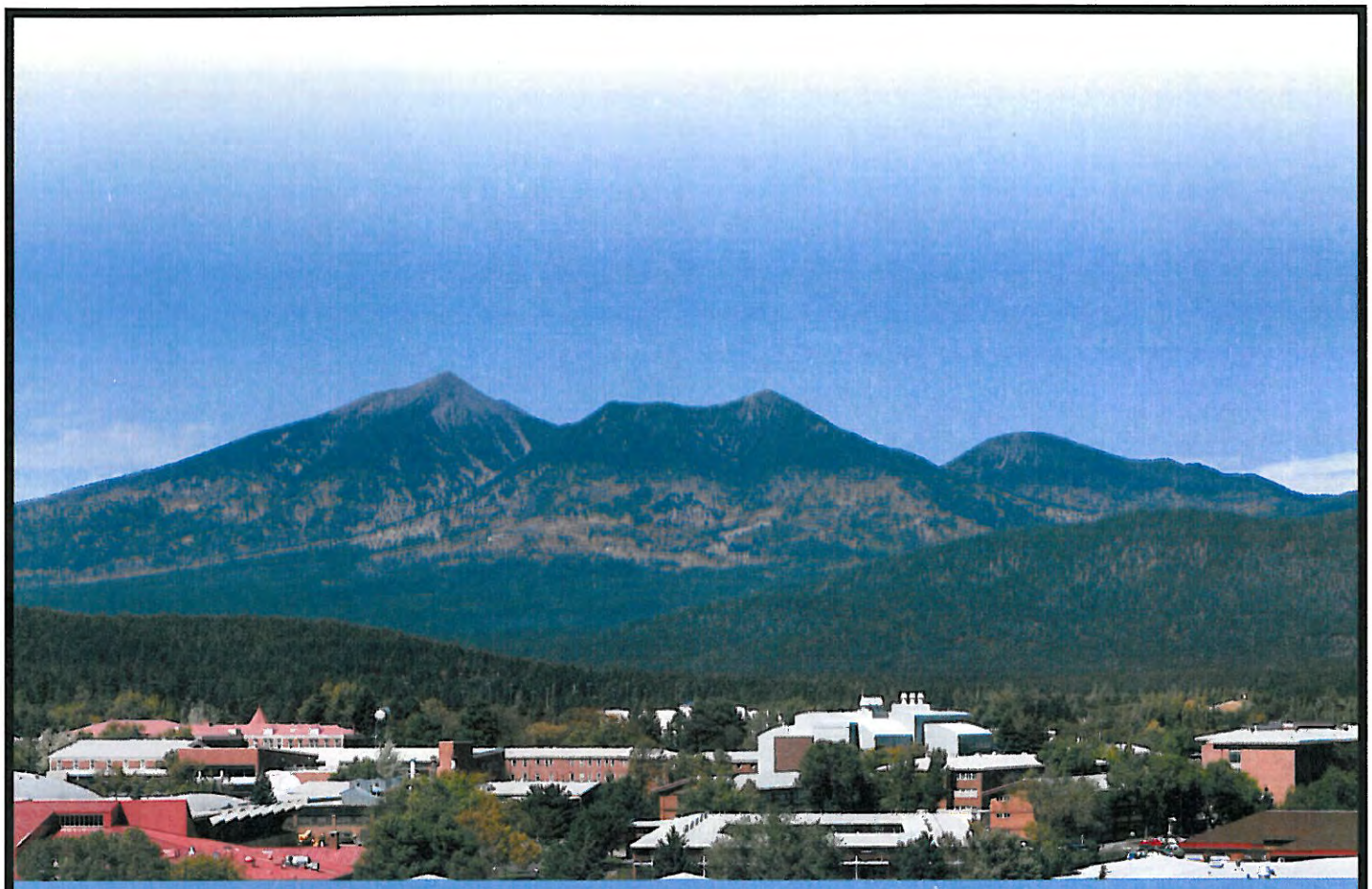
97	**Council Consideration**	P&Z Commission		X-13	Policy T.5.6. and the *Note* at bottom was **removed.** The following was **added** to Policy T.5.7: "and the needs of transit-dependent individuals who can only get around via public transit, who do not own a car or cannot drive." Policy T.5.2 was **revised:** "Provide public transit centers and transit options that are effectively distributed..."
98	**Council Consideration**	P&Z Commission		X-14	Policy T.6.4 **revised:** "Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels. "
99	**Council Consideration**	P&Z Commission		X-11	Planned Transit Service Levels Map #26: **add** a "Standard" level of service buffer on JWP/4th from I-17 to Butler. It was omitted because NAIPTA's plan only had funding assumed to 2030 and couldn't afford the service in that area and there was no definitive calls for development at the time. The Growth Illustration Map shows future development in the area so the Transit Service Map should reflect that growth.
100	**Council Consideration**	P&Z Commission		X-15	FUTS Map #27: need to **add** planned trail systems
101	**Council Consideration**	P&Z Commission		X-1	**Add** to the introduction: "The Transportation Element of the Regional Plan can be summed up in 5 words: safety, balance, connectivity, efficiency, and diversity. 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 system. This chapter addresses the everyday need to move about the community.
102	**Council Consideration**	P&Z Commission		X-3	Road Network illustration Map #25 - a.) **Connect** Lockett Rd to 66 b.) **Add** two Existing Interchange symbols at Flagstaff Ranch exit and the airport exit.
103	**Council Consideration**	P&Z Commission		X-6	The table is to be better titled and symbols in the legend labeled, "High Priority, Medium Priority, and Low Priority" Accompanying text can be reorganized so that it better relates to the table.
104	**Council Consideration**	P&Z Commission		X-13	Policy T.5.2. Provide public transit centers and transit options that are effectively distributed throughout the region to increase access to public transit. 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 who can only get around via public transit, who do not own a car or cannot drive.

Cost of Development Chapter XI

Public Buildings, Services, Facilities, and Safety Chapter XII

105	**Council Decision Point**	Coral Evans	10/29/2013	XII-7	Third paragraph - Insert the following text after affordability. "While many Flagstaff neighborhoods will experience change over time, existing neighborhood values and character, as well as cultural diversity, must be upheld during the redevelopment process. Efforts to stabilize certain neighborhoods during redevelopment may also be necessary."
106	**Council Decision Point**	Mayor Nabours	10/8/2013	XII-10	Policy PF2.1 and 2.2 - cross-reference with "Cost of Development"
107	**Council Decision Point**		10/8/2013		Policy PF2.4 - Define "Enhanced Civic Design"
108	Preamble	Jeff Oravitz	10/8/2013	XII-10	Policy PF2.2 - do not use "Require"
109	**Council Consideration**	P&Z Commission		XII-8	Include citation in the Cinder Lake Landfill paragraph: "…In March 1999 the City purchased the landfill property (175 acres) plus an additional 168 acres from the U.S. Forest Service. According to the City's Solid Waste section, the landfill is expected to have a useful life of approximately 40 years..."
110	**Council Consideration**	P&Z Commission		XII-9	Include language about the reduction of waste volume and extending the elife of the landfill. See attached pg. XII-8.
111	**Council Consideration**	P&Z Commission		XII-10	Insert new statement after public Infrastructure: "Flagstaff Citizen's Cemetery, located on City-owned land on San Francisco St. currently has adequate capacity for this planning cycle. See Citizen's Cemetery master Plan, 2000.
Neighborhoods, Housing, and Urban Conservation Chapter XIII					
112	**Council Decision Point**	Coral Evans	10/29/2013	XIII-3	Managing our Needs - NAU needs for off-site housing need to be dealt with in a better way. Where will off-site dorms be located? Not normal apartment units. Unique living situation - address it. How will this fit into character of the neighborhood.
113	**Council Decision Point**	Coral Evans	10/29/2013	XIII-7	Need emphasis on approving neighborhood plans. LPV and 4th Street Plans
114	**Council Decision Point**	Coral Evans	10/29/2013	XIII-9	Add policy NH.1.7. Prioritize the stabilization of a neighborhood's identity and maintain existing cultural diversity as new development occurs.
115	**Council Decision Point**	Coral Evans	10/29/2013	XIII-10	Add policy NH.6.3. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the redevelopment process.
Economic Development Chapter XIV					
116	**Council Discussion Item**	Coral Evans	11/5/2013	XIV-12	ED.5.3. leverage of assets. Need a list of the policies that talk about preservation of these assets.
117	**Council Discussion Item**	Mayor Nabours	11/5/2013		Chamber of Commerce redline comments (to be considered all together)
118	**Council Discussion Item**	Jeff Oravitz	11/5/2013		Plan Vote Date
119	**Council Decision Point**	Coral Evans	11/5/2013	XIV-1	Item #2 should include gentrification/displacement/relocation - needs to be addressed in this section
120	**Council Decision Point**	Coral Evans	11/5/2013	XIV-1	Item #3 what is our community's image and how are we defining it
121	**Council Decision Point**	Coral Evans	11/5/2013		There are no specific goals or policies that address tourism - should be it's own section
122	**Council Decision Point**	Coral Evans	11/5/2013		Not enough specific information about economic trade between the City and the many sovereign nations who surround us
123	**Council Decision Point**	Coral Evans	11/5/2013	XIV-9	More information needs to be provided under FUSD, NAU, SEDI, ECONA & City
124	**Council Decision Point**	Jeff Oravitz	11/5/2013		Need to encourage broad and diverse job creation and not be so specific
125	**Council Decision Point**	Jeff Oravitz	11/5/2013		Need more about business retention and attraction - on the private side too
126	**Council Decision Point**	Mayor Nabours	11/5/2013	XIV-8,9	Too many acronyms on table
127	**Council Decision Point**	Mayor Nabours	11/5/2013	XIV-6	Why list only public schools and not charter schools.

128	**Council Decision Point**	Karla Brewster	11/5/2013		More information is needed about the direct correlation of NAU and CCC students to the Flagstaff economy
129	**Council Decision Point**	Coral Evans	11/5/2013		There are a number of private collages as well
130	**Council Decision Point**	Coral Evans	11/5/2013		Flagstaff Cultural Partners has studied the impacts of arts and cultural tourism on the economy
Recreation Chapter XV					
131	**Council Decision Point**	Coral Evans	10/8/2013	XV-2	Under Community Partnerships - add the two Diamondback ballparks and Theatrikos building. Note: Theatrikos is mentioned in Community Character, Arts, Science and Education.
132	**Council Decision Point**	Coral Evans	10/8/2013		Spell 'Murdoch' correctly
Implementation					
133		Celia Barotz	11/12/2013	III-9	Open Space minor versus major amendment - clarification necessary
134		Jeff Oravitz	11/12/2013	App B	Where should these strategies go?
135		Mayor Nabours	11/12/2013	APP D	Annual report does not need to be this detailed. What has worked, what may need to be amended.



Flagstaff 2012 Regional Plan
Community Values Survey Report

Laboratory for Applied Social Research

NORTHERN ARIZONA UNIVERSITY
College of Social & Behavioral Sciences

Department of Sociology and Social Work

December 8, 2010

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Debbie Bell oversaw the budget. Hilary McDonald helped significantly with the design of the questionnaire and edited the report. Rosie Meyer entered all the data and created the tables for this project and did so with lightening speed and accuracy.

Lastly, many thanks to all of the respondents who took the time to participate in the Flagstaff Regional Plan 2012 Values Survey.

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I. Introduction

This report presents the results of a random sample from a population of 32,564 non-business residences in the Flagstaff 2012 planning region. The original sample consisted of 380 households randomly selected from the region.[1] The descriptive results depicted in the following pages are intended to provide guidance in the planning process undertaken by the city, county and Citizens Advisory Committee (CAC) charged with developing the Flagstaff Regional Plan 2012. This report complements several other efforts taking place within the region.

Households were mailed a detailed questionnaire and asked that an adult, eighteen years or older, complete it.[2] Figure 1 below displays the map of the region together with sample household coverage and, in green, those who completed the survey. Households were given five opportunities to respond to the survey. One hundred thirty-three households from across the region returned completed surveys.

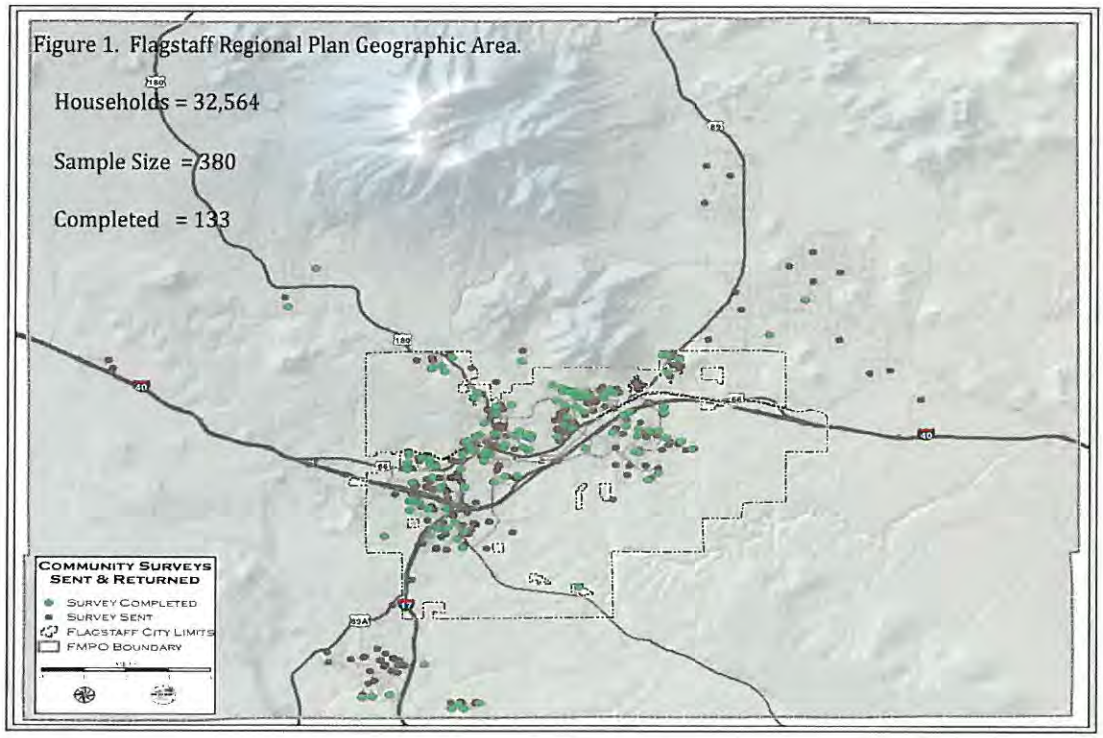

Figure 1. Flagstaff Regional Plan Geographic Area.

[1] An additional sample of forty-eight households was used to account for bad addresses and unoccupied residences. See Section III. Survey Design and Respondent Characteristics for a detailed discussion of the methods used in this study.
[2] The questionnaire for this study is in Appendix A.

The survey was developed in a graduate applied research methods class at Northern Arizona University in the fall of 2009 at the request of the city planning staff and in cooperation with two members of the CAC. We were guided by the seventeen Arizona State Statutory required elements (ARS § 9-461.05) and five optional elements from the Arizona Smart Growth Act (see Table 1 below). Survey items within the questionnaire were created to indicate each of these elements. The survey contains three types of items. First, statements in which respondents were asked their *level of agreement*: *Strongly Agree (SA), Agree (A), Neutral (N), Disagree (D), Strongly Disagree (SD), Don't Know(?).* Second, there are statements in which the respondents were asked to *check as many as applied.* In the third type of statement, respondents were requested to rank their answers in order of importance. The report presents percentage distributions of those who completed the survey linking the types of statements to the planning elements below.

Table 1. Flagstaff Regional Planning Elements.^

REQUIRED ELEMENTS	*OPTIONAL ELEMENTS*
1. Land Use	1. Community Character & Design
2. Circulation	2. Natural/Cultural Resources Planning
3. Bicycle*	3. Economic Development
4. Open Space	4. Historic Preservation*
5. Growth Area	5. Social*
6. Environmental Planning	
7. Cost of Development	
8. Water Resources	
9. Energy*	
10. Conservation*	
11. Recreation	
12. Public Facilities and Services	
13. Public Buildings*	
14. Housing*	
15. Conservation, Rehabilitation & Redevelopment*	
16. Safety	
17. Neighborhood Preservation & Revitalization*	

^ Adapted from required & optional elements at: http://www.flagstaff.az.gov/index.aspx?NID=1469

* *Indicates new elements added since the adoption of the 2001 Regional Plan.*

We believe that every opportunity to respond to the survey was afforded those selected in the sample. The response rate was thirty-five percent. The questionnaire was lengthy in order to cover the required elements and the length, among other factors, may have influenced non-response. In general, respondents were older, more educated and less ethnically diverse than the general population in the Flagstaff region. The income distribution for the sample closely matched that of the region.[3]

Tables throughout the next section indicate which elements are represented. These elements have been re-ordered or combined to form common themes.

[3] For a more detailed discussion and comparison with US Census data for Flagstaff see the Survey Design & Respondent Characteristics section of this report.

II. Findings

This section is organized into seven categories to report the results of the regional survey: *1) Social & Economic Development, 2) Energy, Conservation & Environment, 3) Land Use & Open Space, 4) Circulation, 5) Public Services, 6) Neighborhoods & Housing* and *7) Recreation*. The seven categories contain the survey items developed to understand how residents feel about regional plan issues.

Social & Economic Development

The first items in the survey assess respondent feelings of attachment to the region.[4] As can be seen from the tables below over eighty percent of the respondents answered feeling *Very Much* or *Pretty Much* a part of the Flagstaff area and no one answered *Not at All.* A follow-up to that question showed similar results. When asked about how well residents liked living in the Flagstaff area, seventy-seven percent gave a positive response. Overall, respondents strongly identify with the Flagstaff region and would be reluctant to move. Other general questions about the region provide positive assessments of the character, culture, atmosphere and educational opportunities available within the region.

Table 2. How much do you feel a part of the Flagstaff area?

Very Much	31%
Pretty Much	55%
Not Very Much	14%
Not at All	0%

Table 3. Which of the following statements describes how well you like living in the Flagstaff area?

I would never consider leaving here.	11%
I would move to another community if I had to but would be reluctant to leave here.	66%
It makes no difference to me whether I live here or another community.	8%
I would probably be more satisfied living in another community.	9%
I would really like to leave this community if I had the opportunity.	7%

[4] Tables in this section are presented in percentages and will sum to 100%, +/- 1%, unless they indicate *check as many as apply* or *rankings.* The number of cases equals 133, except in cases of non-response.

Table 4. Social Element.	*SA*	*A*	*N*	*D*	*SD*	*?*
1. The Flagstaff area's unique character influences my living here.	34%	41%	15%	6%	5%	0%
2. The Flagstaff area offers a rich cultural scene.	15%	49%	24%	10%	3%	0%
3. Flagstaff provides excellent educational opportunities.	18%	40%	27%	12%	3%	1%
4. The Flagstaff area offers a welcoming and safe atmosphere for all people.	15%	47%	24%	13%	1%	0%

A series of items relate to economic development. The responses below give a mixed picture regarding what type of economic development ought to occur. Respondents clearly believe that new businesses are essential for economic stability with 78% either agreeing or strongly agreeing to this. Local small business development is valued and 77% of respondents agree or strongly agree permit fees ought to be reduced for them. They also agree or strongly agree (77%) that development should pay its own way. A mixed response is given to the value of large retail stores and locally owned businesses are favored over them. Similarly, a mixed but favorable response is given to recruiting manufacturing for the area. Finally, seventy-six percent either agree or strongly agree with the statement about a supporting living wage.

Table 5. Economic Development & Cost of Development.	*SA*	*A*	*N*	*D*	*SD*	*?*
1. New businesses are essential to ensure economic stability for the Flagstaff region.	28%	50%	15%	4%	1%	1%
2. Businesses that would like to come into the community should be encouraged to use existing structures rather than building new ones.	34%	41%	16%	5%	3%	1%
3. Development should pay its own way.	39%	38%	16%	6%	0%	1%
4. Large retail stores are a welcome addition to the Flagstaff region.	16%	30%	22%	21%	11%	0%
5. Locally owned businesses should be encouraged over large chains.	39%	29%	22%	7%	2%	1%
6. The city should support a living wage for our local region.	45%	31%	14%	5%	4%	1%
7. Flagstaff should encourage more national retail stores.	10%	22%	31%	22%	15%	0%
8. Flagstaff should recruit manufacturing industries to our area.	18%	30%	27%	12%	11%	2%
9. Local government should be more business-friendly.	28%	29%	32%	5%	1%	5%
10. Permit fees should be reduced to support small businesses.	31%	46%	14%	4%	2%	3%

The final set of statements in this section relate to the cost of development. The majority of respondents feel that local government ought to be more business friendly. A substantial percentage (32%) answered neutral to this item. This may reflect either a lack of knowledge or the position that local government already is friendly enough toward businesses. The last table in this section asked respondents who ought to pay for land development costs with the overwhelming majority indicating developers.

Table 6. Economic Development.

Land development costs should be paid by:	*Check as Apply*
Developers	93%
Property Owners	47%
City and/or County Government	24%
Residents in the Developed Area	19%

Energy, Conservation & Environment

Respondents favor the use of renewable energy sources such as wind and solar technologies. In addition, they would like to see economic and other incentives to promote their use. There is only minor disagreement among respondents about these general items. The specific use of residential wind turbines raises more of a mixed response: 24% were neutral, 20% felt that they should not be used, and 47% did not object to their use. The survey did not include statements that might indicate the reasons for objecting to such usage. Sixty-seven percent of respondents either agreed or strongly agreed with the statement *City codes should maximize energy efficiency*. However, 21% were neutral on this statement. Perhaps the meaning of *codes* was unclear to those in the neutral category.

Table 7. Energy.	*SA*	*A*	*N*	*D*	*SD*	*?*
1. The installations of renewable energy technology such as wind and solar power should be linked to financial incentives.	33%	46%	12%	4%	2%	3%
2. There should be incentives for decreasing residential energy use.	33%	51%	11%	2%	2%	1%
3. Residential wind turbines should not be used for the production of electricity within the city.	5%	15%	24%	31%	17%	7%
4. The use of solar panels should be promoted throughout the region.	39%	43%	10%	5%	1%	2%
5. Flagstaff should offer incentives for energy efficient businesses.	39%	46%	11%	2%	1%	1%
6. Economic incentives are needed to solve energy usage problems.	22%	46%	19%	8%	3%	2%
7. City codes should maximize energy efficiency.	27%	40%	21%	11%	1%	0%

The statements regarding conservation show positive responses for incentives for recycling, the use of green construction materials, the preservation of habitat and the use of existing structures. Fire protection measures are also strongly supported. However, the response distribution changes when statements include the words *require* or *regulate*. An increase in neutral and disagree categories is seen when these words appear. The strongest negative responses occur about regulating non-native plants for landscaping. The highest neutral response is seen with the item indicating increasing transportation other than the automobile although 61% are in agreement with this statement. When environmental conservation is compared to economic development the response is mixed. Although 55% agree or strongly agree environmental conservation is more important, 22% are neutral and 21% disagree or strongly disagree with the statement.

Table 8. Conservation & Environmental Planning.	*SA*	*A*	*N*	*D*	*SD*	*?*
1. There should be incentives for apartment complexes which support recycling.	32%	47%	11%	7%	2%	1%
2. Flagstaff should require use of green materials in new building construction.	24%	33%	20%	14%	5%	4%
3. Transportation other than automobiles should be increased throughout the region.	28%	33%	31%	7%	1%	0%
4. Wildlife habitat should be preserved within the city.	37%	42%	8%	9%	1%	2%
5. Flagstaff should regulate the use of non-native plants for landscaping.	21%	23%	23%	17%	13%	4%
6. Existing structures need to be fully used before open space is developed.	34%	33%	18%	8%	5%	2%
7. Environmental conservation is more important than economic development.	22%	33%	22%	13%	8%	2%
8. The city should make wildfire protection a higher priority.	27%	37%	24%	6%	0%	6%
9. The city should continue to use control burns.	35%	50%	10%	1%	2%	2%

Water resource statements present an interesting array of responses. Ninety-two percent of respondents feel water policies are needed to address long-term drought. The importation of water from outside the region produced a mixed response with almost equal percentages agreeing and disagreeing and 26% neutral. Again the idea of incentives is well received among the respondents. In this case, the statement refers to incentives for apartments, homes and businesses to reduce water usage. Facilitating the use of rainwater run-off is positively received. Linking new development to a sufficient water supply is supported by 87% of respondents. Less, although still positive support, is seen for using gray water. Conserving water through permitting only low water-use plants changes the response distribution with 35% agreeing or strongly agreeing, 36% neutral and 27% either disagreeing or strongly disagreeing with that statement.

Table 9. Water Resources.	*SA*	*A*	*N*	*D*	*SD*	*?*
1. Incentives should be given to apartments, homes, and businesses that reduce water use.	33%	45%	17%	2%	2%	0%
2. New land development should only be allowed if the city has sufficient water resources.	50%	37%	8%	2%	1%	2%
3. Water policies are needed to address long-term drought.	44%	48%	4%	1%	1%	2%
4. Flagstaff should facilitate the use of rainwater run-off.	46%	42%	7%	2%	1%	2%
5. To conserve water, only low water-use plants should be permitted.	10%	25%	36%	21%	6%	2%
6. New developments should use gray water for flushing toilets (and other non-potable uses).	26%	36%	20%	10%	6%	3%
7. If existing water resources are inadequate, water should be imported from outside the region.	6%	30%	26%	23%	9%	6%

This section shows support for using various incentives to shape policies in energy usage and conservation. Respondents are much less supportive when statements include language referring to requirements or regulation or when the statements are linked to prohibitions as seen with non-native plants and low water-use plants.

The survey asked respondents to rank environmental concerns in order of importance. Water purity, wildfire protection and air quality rank as the highest. Flood control was considered the least important among the choices. Given the wildfire and resultant floods this summer, it would be interesting to revisit this ranking.

Table 10. Environment Issues Percent Ranking.

For the Flagstaff region rank these environmental concerns in order of importance:	1st	2nd	3rd
Water Purity	34%	27%	15%
Air Quality	20%	20%	22%
Flood Control	6%	8%	9%
Natural Resource Preservation	16%	16%	21%
Wildfire Protection	29%	17%	19%
Protection of Wildlife Habitat	12%	10%	13%

Land Use and Open Space

Respondents believe that planned growth is essential for the Flagstaff area but how this ought to occur is less clear. Three statements, one about limiting sprawl, one on neighborhoods with shopping areas and the third about land regulation, demonstrate this. When a statement is presented about preventing sprawl by limiting development on the outskirts of town, 47% agree or strongly agree but 32% disagree or strongly disagree and 17% are neutral. Fifty-two percent favor neighborhoods with shopping areas but 29% are neutral and another 17% were in disagreement with this statement. The statement about current land regulations leading to quality development presents the most ambiguous response. Fifteen percent favor this statement and 29% disagree or strongly disagree. Thirty-three percent are neutral and 23% percent reported that they do not know.

Table 11. Land Use & Open Space.	*SA*	*A*	*N*	*D*	*SD*	*?*
1. Planned growth is essential for the Flagstaff area.	42%	32%	15%	4%	5%	3%
2. Neighborhoods mixed with shopping areas are preferred to shopping centers that require a commute.	21%	31%	29%	14%	3%	2%
3. The city should prevent sprawl by limiting development on the outskirts of town.	17%	30%	17%	22%	10%	4%
4. Existing structures need to be fully used before open space is developed.	34%	33%	18%	8%	5%	2%
5. Open space preservation within the city is important.	56%	33%	8%	1%	2%	1%
6. Money spent on open space is wasteful.	3%	14%	21%	26%	28%	8%
7. Existing structures need to be fully used before open space is developed.	34%	33%	18%	8%	5%	2%
8. Current land regulations have led to quality development.	1%	14%	33%	19%	10%	23%

Where consensus does exist among respondents is for the preservation of open space within the city with 89% favoring this statement. When the statement is presented in the negative and includes the expenditure of money, 54% respondents disagreed or strongly disagreed that money spent on open space was wasteful. Respondents want existing structures to be fully utilized before open space is developed. Also, as reported in previous section, respondents favor new land development only if the city has sufficient water resources.

Finally, when respondents were asked about new construction limitations they checked redevelopment most frequently then infill but significantly 35% checked that new construction should not be limited.

Table 12. Land Use & Open Space.	Check as Apply
New construction should be limited to:	
Infill	37%
Redevelopment	47%
Along Transit Lines	23%
Should not be Limited	35%

Circulation

A number of statements were developed to examine the location and adequacy of transportation modes within the region. When asked about planning priorities for transportation respondents clearly saw automobiles as the highest with 50% ranking it first. The other choices (public transit, pedestrian crossings, bicycles and walkways) were considered by a much smaller percentage of respondents to be the top planning priority. Another item asked respondents about where to put transportation resources with similar results. But when a direct statement is presented, *When planning, motorists should be given priority over pedestrians and cyclists,* the majority, 54%, disagree with the statement.

Table 13. Circulation Priority.

In planning for transportation, which of the following should be given priority?	
Automobiles	50%
Pedestrian Crossing	11%
Walkways	9%
Bicycles	11%
Public Transit	16%

Asked about the adequacy and convenience of public transit in the region, a high percentage of respondents did not know or were neutral. The statement about the transit system being sufficient to support city needs showed 45% agreeing or strongly agreeing and 28% in disagreement or strong disagreement. The convenience of the transit system had a near even split but with small percentages in the agreement and disagreement categories and with 43% in the neutral or don't know categories.

The statement about traffic control being balanced among the various modes of transportation received a mixed response leaning toward the negative. Similarly, respondents felt that traffic congestion is a problem throughout the city.

About half of respondents felt that pedestrian and bicycle paths are adequate. Similarly, almost half of all respondents felt bike lanes were adequate. Two statements about bicycle commuters received mixed leaning toward positive responses: 43% agreed with bus discounts for bike commuters and 51% agreed with bike registration fees to support bike trails.

Table 14. Circulation.	*SA*	*A*	*N*	*D*	*SD*	*?*
1. The Flagstaff Transit System is sufficient to support city needs.	5%	40%	13%	20%	8%	15%
2. Bike lanes in Flagstaff are adequate.	7%	42%	17%	24%	4%	6%
3. In general, traffic congestion throughout the city is not a problem.	1%	20%	12%	43%	24%	0%
4. Pedestrian and bicycle paths in the community are adequate.	7%	41%	20%	26%	3%	3%
5. When planning, motorists should be given priority over pedestrians and cyclists.	7%	20%	19%	30%	24%	0%
6. Traffic control is adequately balanced among pedestrians, cyclists, public transit, and drivers.	5%	24%	27%	31%	8%	5%
7. Public transit is convenient (i.e. frequent services and accessible) throughout the community.	2%	30%	22%	18%	8%	21%
8. Flagstaff should give bike commuters bus discounts.	14%	29%	24%	18%	12%	2%
9. I would support a mandatory bike registration fee to support bike trails.	14%	37%	13%	23%	11%	2%

Finally, a statement about parking in downtown Flagstaff showed that 42% of respondents thought it ought to be left alone followed by 35% supporting a public parking structure. Only 3% supported metered street-side parking. However, 16% supported a combination of using metered parking and a parking structure.

Table 15. Circulation Parking.	
Parking in downtown Flagstaff should be:	
Left alone.	42%
Changed to metered street side parking.	3%
Changed by building a public parking structure.	35%
Changed to metered street-side parking and by building a public parking structure.	16%
No Response.	4%

Public Services

Most respondents, 54%, disagreed with the statement *The Flagstaff region should decrease public services rather than increase taxes.* Most respondents see public facilities as readily accessible. A strong majority view buildings, other structures and walkways to be safe throughout the region. Similarly, they strongly support access for emergency vehicles. Fire protection was thought to be sufficient by 59% of the respondents. An increase in law enforcement personnel for the region showed an even split with 34% agreeing with the statement and 34% disagreeing with it. Twenty-four percent were neutral for this item.

Respondents are unsure about the region's preparation for natural disasters: 51% answered either neutral or don't know. One third believed the region is adequately prepared and 16% did not agree with the statement. Satisfaction with snow removal received mixed results with a high percentage, 46% either strongly disagreeing or disagreeing with the statement. Forty percent thought that snow removal was satisfactory.

Table 16. Public Services, Facilities, Safety, & Public Buildings.	SA	A	N	D	SD	?
1. Public facilities are readily accessible within the Flagstaff region.	12%	57%	18%	10%	2%	1%
2. The Flagstaff region should decrease public services rather than increase taxes.	8%	20%	14%	39%	15%	4%
3. Access should be available for emergency services throughout the region.	36%	50%	9%	2%	1%	2%
4. Law enforcement personnel need to be increased in the Flagstaff region.	8%	26%	24%	24%	10%	8%
5. Fire protection is sufficient in the region.	10%	49%	16%	10%	5%	10%
6. Snow removal is satisfactory in my neighborhood.	6%	34%	12%	23%	23%	2%
7. The Flagstaff region is adequately prepared to respond to natural disasters.	3%	30%	29%	9%	7%	22%
8. In general, buildings, walkways, and other structures seem safe throughout the region.	9%	60%	13%	12%	1%	5%

Neighborhoods & Housing

A number of items stand out in relation to housing in Flagstaff. There is broad consensus that the housing market is not adequately priced in relation to wages and that affordable housing is needed for residents. Respondents view substandard housing as a problem that needs to be addressed. A mixed response is given to whether multi-family housing is needed more than single-family homes. Forty percent were neutral on this issue with 22% favorable and 33% not favorable. Respondents support a homeless shelter for the region at 59%, with 15% neutral and 25% not supporting it. The idea of encouraging preservation of buildings in historic neighborhoods is overwhelmingly supported.

Table 17. Housing, Conservation, Rehabilitation & Redevelopment.	*SA*	*A*	*N*	*D*	*SD*	*?*
1. The Flagstaff housing market is adequately priced in relation to wages.	2%	8%	6%	36%	47%	0%
2. Flagstaff should focus more on providing affordable housing for full-time residents.	35%	41%	11%	8%	5%	0%
3. Substandard housing needs to be addressed in the Flagstaff area.	24%	42%	22%	7%	2%	2%
4. Multi-family housing is needed more in Flagstaff than single-family houses.	8%	14%	40%	27%	6%	5%
5. The region should support a homeless shelter.	21%	38%	14%	14%	11%	2%
6. Businesses that would like to come into the community should be encouraged to use existing structures rather than building new ones.	34%	41%	16%	5%	3%	2%
7. There should be incentives for apartment complexes which support recycling.	32%	47%	11%	7%	2%	0%
8. Incentives should be given to apartments, homes, and businesses that reduce water use.	33%	45%	17%	2%	2%	0%
9. Existing structures need to be fully used before open space is developed.	34%	33%	18%	8%	5%	2%

Lastly, when asked about what future residential development should focus upon, respondents favored affordable options and single-family houses.

Table 18. Future residential development in Flagstaff should focus upon:	Ranked First
Single-Family Houses	37%
Multi-Family Ownership	11%
Multi-Family Rentals	7%
Affordable Options	61%

Recreation

The items related to recreation showed that residents in general are positive about established playing fields, courts and equipment. Asked about the adequacy within their neighborhood produced mixed results. Forty-eight percent give favorable responses about their neighborhood recreation facilities but 36% were unfavorable. Respondents were quite positive toward the trails for hiking and biking with 76% either agreeing or strongly agreeing to that item. Lighting the urban trail system within the city drew a more mixed response but was favored by most respondents. Whether open space for recreation ought to be increased draws a positive response from 56% and 28% are neutral for this item. Respondents strongly believe, 73%, snow play areas are needed within the city.

Statements about recreation fees for the city show that 52% are either neutral or don't know. Thirty-two percent see fees as affordable and 16% do not. When asked about the Aquaplex affordability, a similar result is found. Forty-one percent were either neutral or did not know, 36% think it is affordable and 24% do not.

Table 19. Recreation.	SA	A	N	D	SD	?
1. The urban trail system should be lighted within the city limits.	10%	37%	16%	17%	15%	5%
2. Established playing fields, courts, and equipment are adequate in the Flagstaff region.	14%	41%	14%	21%	5%	6%
3. My neighborhood has adequate recreation facilities.	9%	39%	14%	24%	12%	2%
4. The Flagstaff Aquaplex is affordable.	8%	27%	21%	19%	5%	20%
5. Flagstaff has adequate trails for hiking or biking.	27%	49%	11%	7%	2%	3%
6. Snowplay areas are needed within the city.	26%	47%	12%	13%	1%	1%
7. Open space for recreation should be increased.	18%	38%	28%	12%	3%	1%
8. City recreation fees are affordable.	7%	25%	30%	13%	3%	22%

Summary

This section presented detailed distributions for various areas under study. Reducing the data to a limited number of summary statements runs the risk of oversimplification. Nonetheless, below is a summary of what is believed to be consensus among the respondents and areas where mixed or unclear responses are given. These may serve as discussion items for consideration. There may be other issues those involved in the process of planning may wish to address.

Areas of Consensus

- Respondents have strong feelings of attachment to the region.
- Planned growth is essential for the region.
- Local and small businesses should be encouraged and fees reduced.
- Development should pay its own way.
- City codes should maximize energy efficiency.
- Renewable energy and conservation measures are favored along with incentives for their use.
- Water resource planning, including for long term drought, are a concern.
- Existing structures ought to be used before new construction.
- Open space within the city should be preserved.
- Housing is not adequately priced in relation to wages and affordable options are needed.
- Neighborhoods with shopping areas are favored by most but a substantial proportion of respondents were neutral.
- The city should support a living wage.
- Respondents favor a homeless shelter.
- Fire prevention and protection are a high priority with the use of control burns favored.
- Public facilities are considered accessible & safe throughout the region.
- Generally, respondents look favorably upon recreation facilities including trails for hiking and biking. Snow play areas are needed within the city.

Areas with Mixed Results

- Encouraging more national and large retail stores showed a split among respondents.
- Recruiting manufacturing is somewhat favored.
- Respondents are less supportive of energy or conservation measures when tied to requirements, regulation, or prohibitions.
- Most respondents are neutral or do not know whether current land regulations have lead to quality development.
- Views toward preventing sprawl were mixed.
- Limits on new construction were not clearly defined.
- Automobiles were viewed as the top priority but also were not seen as more important than pedestrians and cyclists.
- Traffic control being balanced among various modes received a mixed response and congestion is seen as a problem.
- Public transit adequacy and convenience produced neutral or don't know responses.
- Increasing law enforcement personnel was evenly split and fire protection was thought adequate.
- Types of housing needed in the region showed mixed results.
- Recreation fees are either not known about or respondents were neutral.

III. Survey Design & Respondent Characteristics

In the late summer of 2009, the Laboratory for Applied Social Research (*LASR*) was approached by those involved in the Flagstaff 2012 Regional Plan to design a study to understand the values residents in the Flagstaff region held toward a variety of planning issues. Seventeen Arizona State Statutory required elements (ARS § 9-461.05) and five optional elements from the Arizona Smart Growth Act guided the development of the design. A mailed survey of the residents was selected as the method for approaching the population for a couple of reasons. First, the city and county had complete current residential addresses for the region and this would allow a straightforward sampling technique. Second, a mailed survey seemed most appropriate because the number of elements (22) each required several statements.

The design phase of the project involved writing survey items linked to the required and optional elements. Graduate students in a NAU Applied Masters of Sociology research methods class drafted the survey items. The initial draft was vetted through the city and county staff and then pre-tested on the Citizens Advisory Committee in January. This process eventually led to a final version.

To maximize the survey response rate, a five-step process was implemented and began in May of 2010:[5]

1. An introductory letter told residents they would be receiving a questionnaire in the mail and explained the project.
2. About a week later the first questionnaire was mailed with a cover letter to sample residences where an adult (eighteen years or older) was asked to fill out the questionnaire.
3. By the next week a follow-up post card was sent as a thank you and a reminder if the respondent had not yet filled out the questionnaire.

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[5] See Internet, Mail and Mixed Mode Surveys: The Tailored Design Method, Don A. Dillman, Jolene D. Smyth, and Leah Melani Christian, John Wiley & Sons, c. 2009

4. A week after the post card, a second mailing of the questionnaire with a request letter was sent to those who had not yet responded.
5. A last appeal was sent with a questionnaire several weeks after the initial contact.

Every opportunity was given to sample residents to complete the questionnaire. A tracking number on the back of each questionnaire allowed for the address to be removed from the mailing list when a questionnaire was returned.

Sample & Population

The study consisted of an initial random sample of 380 non-business residences in the Flagstaff region. The population for the study was 32,564 non-business residences supplied by the city. The sample size was gauged to provide a +/- 5% sampling error.[6] An additional 48 cases were drawn from the population to make up for bad addresses or vacant residences reported by the postal service after the initial mailings. One hundred thirty-three completed questionnaires were eventually returned for a 35% return rate. The response rate raises questions of representativeness of the sample and needs to be addressed because of potential response bias. Briefly, response bias means that the 35% who answered the questionnaire are different in significant ways than if we had a 100% return. Below a comparison is made between the selected characteristics from the sample and recent U.S. Census Bureau estimates for Flagstaff.[7] Although we do not know why respondents choose not to answer, as stated in the introduction to this report, the length of the questionnaire and

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[6] The sampling error can be calculated using this formula:
$N_s = \frac{(N_p)(p)(1-p)}{(N_p - 1)(B/C)^2 + (p)(1-p)}$, where N_s = sample size, N_p = population size, p = a binary choice usually set at .5, B = acceptable margin of error (here .05), C = Z score for an acceptable confidence interval, in this case 1.96 for 95%. See Dillman et al., op. cit., p. 55-62.

[7] See the *2006-2008 American Community Survey 3-Year Estimates*, Flagstaff city, Arizona, U. S. Census Bureau.

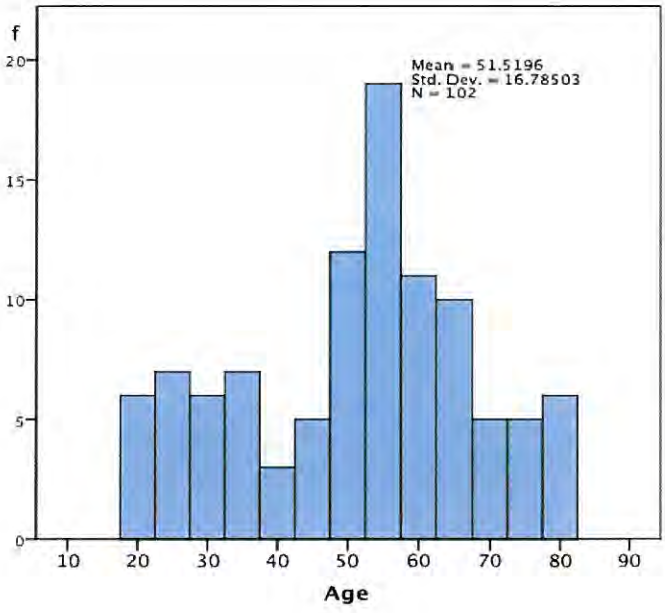
respondent interest in the subject matter probably played an important role. In any case, those who did answer were seemingly interested in the issues raised by the survey.

Sample Characteristics

The sample characteristics are compared where possible to U.S. Census Bureau estimates for the 2006-2008 period for the city of Flagstaff. The Flagstaff 2012 sample reported 55% female and 44% male respondents. Compared to the census estimates, the sample somewhat over-represents females and under-represents males in the region.

Chart 1. Respondent Sex.

Chart 2. Respondent Age Distribution.



The average age for the sample is older than census estimates for Flagstaff. Of the respondents reporting their year of birth, the average age was about forty-nine and the 2006-2008 Flagstaff census estimates for the adult population (twenty and older) was thirty-eight.

The survey used almost the same income categories as the census. Sample income closely matches the census bureau estimates for Flagstaff in every income category. Ten respondents preferred not to respond to the income item.

Table 20. Income Distribution Sample & Census.	Sample f	Sample %	Census Est. %
Less than $10,000	9	6.7	7.9
$10,000 to $14,999	7	5.2	5.7
$15,000 to $24,999	7	5.2	10.2
$25,000 to $34,999	15	11.3	11.6
$35,000 to $49,999	13	9.8	14.7
$50,000 to $74,999	31	23.3	18.9
$75,000 to $99,999	15	11.3	12.0
$100,000 to $149,000	17	12.8	13.0
$150,000 to $199,000	8	6.0	3.7
$200,000 or More	1	.8	2.3
Prefer not to Respond	10	7.6	---
Total	133	100.0	100.0

Although the educational categories used in the survey differ from the census, it is still clear that the sample respondents have more education than census estimates for Flagstaff. The U. S. Census figures show that about 40% of Flagstaff residents have a college degree or more whereas Table 21 reports 75% of the respondents are in this category. The census figures show 32% with some college or an Associate's degree, where the sample is at 17% with some college. Twenty-eight percent of Flagstaff residents have a high school degree or less whereas only 8% of the survey respondents were at this level.

Table 21. Which category below represents your education level?	*f*	%
No High School	0	0
Some High School	1	.7
High School Degree	9	6.7
Some College	23	17
College Degree	46	34.1
Some Graduate Study	16	11.9
Masters	15	12.7
Beyond Masters	14	10.4
Ph. D. or Ed. D.	7	5.2
Law Degree	1	.7
Medical Degree	0	.0
No Response	1	.7
Totals	133	100.0

The final comparison with the census figures is the distribution of race and/or ethnicity. The survey asked an open-ended question and then organized the responses into a set of reduced categories. This procedure differs from that of the census and so the categories are not quite comparable. Census figures show Flagstaff to have 73.8% White and the sample is close to this with 71.9% White. Where the census estimates 2% Black or African American, none of the sample respondents reported Black or African American. Census figures estimate that Flagstaff has 14.4% American Indian or Alaska Native but the sample reported .7% Native American. The Census Bureau reports 17.3% Hispanic or Latino (of any race) and the survey shows 11.1% Hispanic/Latino/a. The *Ethnic Mix* category is derived from the survey and not comparable to the census estimate. Lastly, sixteen respondents decided not to answer this question.

Table 22. Please describe your race or ethnicity.	f	%
Asian	1	.7
Caucasian/White	97	71.9
Hispanic/Latino/a	15	11.1
Native American	1	.7
Ethnic Mix	5	3.7
No Response	16	11.9
Total	135	100.0

The following background items could not be compared with census estimates for Flagstaff: home ownership, residency, type of residence and lastly, how long the respondents have lived in the Flagstaff area.

Table 23. Home Ownership.	f	%
Yes	92	70
No	40	30
Total	132	100

Table 24. Live Year Round.	f	%
Yes	122	92
No	10	8
Total	132	100

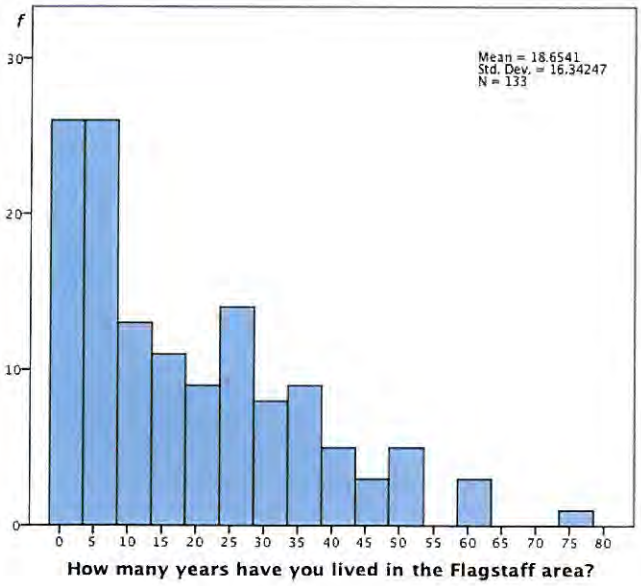
Tables 23 & 24 show that 70% of the respondents owned their homes and fully 92% reported living in the area year-round.

The majority of respondents live in single-family housing (58%) followed by apartments (15%), townhouses (10%), mobile homes (7%), condominiums (6%) and other (2%).

Table 25. Type of Residence.	f	%
Apartment	20	15
Condominium	8	6
Townhouse	13	10
Single-Family House	78	58
Mobile Home	9	7
Other	3	2
No Response	2	2
Total	133	100

The average years living in the Flagstaff area is 18.6 but the median is 11 years. The influence of several respondents who have lived in the region over thirty plus years brought the average up.

Chart 3. Years in the Flagstaff Area.



IV. Summary

Random samples are intended to represent the population from which they are drawn with a known margin of error and this assumes a high response rate. As Figure 1 has shown (page1), the sample displayed good geographic coverage. The response rate from the Flagstaff 2012 Value Survey was 35% and cannot be taken to represent Flagstaff residents. It can be seen as a response from the residents most interested in the issues presented and, possibly, more interested and involved in wishing to plan for the community's future. It does, however, fall short in being a representation of residents for the region. Only the income distribution closely matched that for the region. Other background items either under- or overrepresented U. S. Census estimates for Flagstaff. Native Americans, Hispanics, younger residents with families and less established residents all are underrepresented in the survey.

Although we cannot talk about how the general residential population feels toward the many issues in this survey, the report has examined how those willing to respond to regional issues feel and what they value. For the underrepresented groups, it might be appropriate to examine their views in a different manner.

Appendix A: Questionnaire

FLAGSTAFF REGIONAL PLAN 2012 SURVEY

This survey was designed by Applied Sociology graduate students in cooperation with the City of Flagstaff, Coconino County, and the Regional Plan Citizen Advisory Committee.

NORTHERN ARIZONA UNIVERSITY
College of Social & Behavioral Sciences

Department of Sociology and Social Work
Laboratory for Applied Social Research (LASR)

First, we would like your opinion about the Flagstaff area and how you feel about living here.

How much do you feel a part of the Flagstaff area? *Please check ✔ just one.*

❑ Very much ❑ Pretty much ❑ Not very much ❑ Not at all

Which of the following statements below best describes how well you like living in the Flagstaff area? *Please check ✔ just one.*

❑ I would never consider leaving here.
❑ I would move to another community if I had to but would be reluctant to leave here.
❑ It makes no difference to me whether I live here or another community.
❑ I would probably be more satisfied living in another community.
❑ I would really like to leave this community if I had the opportunity.

Please circle your level of agreement for the statements below.

Statements	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
	Level of Agreement					
The Flagstaff area's unique character influences my living here.	SA	A	N	D	SD	?
The Flagstaff area offers a rich cultural scene.	SA	A	N	D	SD	?
Flagstaff provides excellent educational opportunities.	SA	A	N	D	SD	?
The Flagstaff area offers a welcoming and safe atmosphere for all people.	SA	A	N	D	SD	?
Flagstaff would be improved by more people living here.	SA	A	N	D	SD	?
Public facilities are readily accessible within the Flagstaff region.	SA	A	N	D	SD	?
The city should encourage the preservation of buildings in historic neighborhoods.	SA	A	N	D	SD	?
Open space preservation within the city is important.	SA	A	N	D	SD	?
Planned growth is essential for the Flagstaff area.	SA	A	N	D	SD	?

Next you will find a number of statements below about a variety of different aspects of living in the Flagstaff region. Please circle your level of agreement for these statements.

The City & the Region

Business & Economic Development

Level of Agreement

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
New businesses are essential to ensure economic stability for the Flagstaff region	SA	A	N	D	SD	?
Businesses that would like to come into the community should be encouraged to use existing structures rather than building new ones	SA	A	N	D	SD	?
Development should pay its own way	SA	A	N	D	SD	?
Large retail stores are a welcome addition to the Flagstaff region	SA	A	N	D	SD	?
Locally owned businesses should be encouraged over large chains	SA	A	N	D	SD	?
The city should support a living wage for our local region	SA	A	N	D	SD	?
Flagstaff should encourage more national retail stores	SA	A	N	D	SD	?
Flagstaff should recruit manufacturing industries to our area	SA	A	N	D	SD	?
Local government should be more business-friendly	SA	A	N	D	SD	?
Permit fees should be reduced to support local small businesses	SA	A	N	D	SD	?
Environmental conservation is more important than economic development	SA	A	N	D	SD	?

Land development costs should be paid by: *Please check ✔ as many as apply.*

- ❑ Developers
- ❑ Property owners
- ❑ City and/or county government
- ❑ Residents in the developed area

Level of Agreement

Housing

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
The Flagstaff housing market is adequately priced in relation to wages	SA	A	N	D	SD	?
Flagstaff should focus more on providing affordable housing for full time residents	SA	A	N	D	SD	?
Substandard housing needs to be addressed in the Flagstaff area	SA	A	N	D	SD	?
Multi-family housing is needed more in Flagstaff than single family houses	SA	A	N	D	SD	?
The region should support a homeless shelter	SA	A	N	D	SD	?
Neighborhoods mixed with shopping areas are preferred to shopping centers that require a commute	SA	A	N	D	SD	?

Transportation & Roads

The Flagstaff Transit System is sufficient to support city needs	SA	A	N	D	SD	?
Bike lanes in Flagstaff are adequate	SA	A	N	D	SD	?
In general, traffic congestion throughout the city is not a problem	SA	A	N	D	SD	?
Pedestrian and bicycle paths in the community are adequate	SA	A	N	D	SD	?
When planning, motorists should be given priority over pedestrians and cyclists	SA	A	N	D	SD	?
Traffic control is adequately balanced among pedestrians, cyclists, public transit and drivers	SA	A	N	D	SD	?
Public transit is convenient (i.e., frequent services and accessible) throughout the community	SA	A	N	D	SD	?
The urban trail system should be lighted within the city limits	SA	A	N	D	SD	?
Flagstaff should give bike commuters bus discounts	SA	A	N	D	SD	?
I would support a mandatory bike registration fee to support bike trails	SA	A	N	D	SD	?

Transportation & Roads cont.

In planning for transportation, which of the following should be given priority?
Please rank 1 - 5 or 6 with 1 being most important.

( ) Automobiles
( ) Pedestrian crossings
( ) Walkways
( ) Bicycles
( ) Public transit (buses)
( ) Other, specify: _____

Please prioritize where the Flagstaff region's transportation resources should be invested: *Please rank 1 - 3 or 4 with 1 being most important.*

( ) Building new roads
( ) Improving existing roads
( ) Walking, bicycling, and public transit
( ) Other, specify: _____

Parking in downtown Flagstaff should be: *Please check (✔) just one*

❑ Left alone.
❑ Changed to metered street-side parking.
❑ Changed by building a public parking structure.
❑ Changed to metered street-side parking and by building a public parking structure.

Public Services

Level of Agreement

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
The Flagstaff region responsibly uses tax revenue dollars	SA	A	N	D	SD	?
The Flagstaff region should decrease public services rather than increase taxes	SA	A	N	D	SD	?
Access should be available for emergency services throughout the region	SA	A	N	D	SD	?
Law enforcement personnel need to be increased in the Flagstaff region	SA	A	N	D	SD	?
Fire protection is sufficient in the region	SA	A	N	D	SD	?
Snow removal is satisfactory in my neighborhood	SA	A	N	D	SD	?
The Flagstaff region is adequately prepared to respond to natural disasters	SA	A	N	D	SD	?
In general, buildings, walkways and other structures seem safe throughout the region	SA	A	N	D	SD	?

Energy & Conservation

Level of Agreement

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
The installation of renewable energy technology such as wind and solar power should be linked to financial incentives	SA	A	N	D	SD	?
There should be incentives for decreasing residential energy use	SA	A	N	D	SD	?
There should be incentives for apartment complexes which support recycling	SA	A	N	D	SD	?
Incentives should be given to apartments, homes and businesses that reduce water use	SA	A	N	D	SD	?
More should be done to encourage recycling	SA	A	N	D	SD	?
Flagstaff should require use of green material in new building construction	SA	A	N	D	SD	?
Residential wind turbines should not be used for the production of electricity within the city	SA	A	N	D	SD	?
The use of solar panels should be promoted throughout the region	SA	A	N	D	SD	?
Flagstaff should offer incentives for energy efficient businesses	SA	A	N	D	SD	?
Transportation other than automobiles should be increased throughout the region	SA	A	N	D	SD	?
Economic incentives are needed to solve energy usage problems	SA	A	N	D	SD	?
City codes should maximize energy efficiency	SA	A	N	D	SD	?
Wildlife habitat should be preserved within the city	SA	A	N	D	SD	?
Flagstaff should regulate the use of non-native plants for landscaping	SA	A	N	D	SD	?
The city should make wildfire protection a higher priority	SA	A	N	D	SD	?
The city should continue to use control burns	SA	A	N	D	SD	?

For the Flagstaff region, rank these environmental concerns in order of importance: *Please rank 1 to 6 or 7 with 1 being most important*

( ) Water purity
( ) Air quality
( ) Flood control
( ) Other_____
( ) Natural resource preservation
( ) Wildfire protection
( ) Protection of wildlife habitat

Land & Water Use

Level of Agreement

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
New land development should only be allowed if the city has sufficient water resources	SA	A	N	D	SD	?
Water policies are needed to address long term drought	SA	A	N	D	SD	?
Flagstaff should facilitate the use of rainwater run-off	SA	A	N	D	SD	?
To conserve water, only low water-use plants should be permitted	SA	A	N	D	SD	?
New developments should use gray water for flushing toilets (and other non-potable uses)	SA	A	N	D	SD	?
If existing water resources are inadequate, water should be imported from outside the region	SA	A	N	D	SD	?
Money spent on urban open space is wasteful	SA	A	N	D	SD	?
The city should prevent sprawl by limiting development on the outskirts of town	SA	A	N	D	SD	?
Existing structures need to be fully used before open space is developed	SA	A	N	D	SD	?
New construction should be required to match the character of the town	SA	A	N	D	SD	?
Current land regulations have led to quality development	SA	A	N	D	SD	?
Flagstaff needs to control invasive weeds	SA	A	N	D	SD	?

New construction should be limited to: *Please check ✔ as many as apply.*

( ) Infill ( ) Redevelopment ( ) Along transit routes ( ) Should not be limited

Future residential development in Flagstaff should focus upon:
Please rank 1 to 4 with 1 being most important.

( ) Single-family houses
( ) Multi-family ownership
( ) Multi-family rentals
( ) Affordable options

How should current open land be used? *Please rank 1 to 6 or 7 with 1 being most important*

( ) Active recreation
( ) Commercial
( ) Housing
( ) Left alone
( ) Parks
( ) Preservation & wildlife
( ) Other, specify: _____

Recreation

Level of Agreement

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
Established playing fields, courts and equipment are adequate in the Flagstaff region	SA	A	N	D	SD	?
My neighborhood has adequate recreation facilities	SA	A	N	D	SD	?
Flagstaff city parks are safe	SA	A	N	D	SD	?
The Flagstaff Aquaplex is affordable	SA	A	N	D	SD	?
Flagstaff has adequate trails for hiking or biking	SA	A	N	D	SD	?
Snowplay areas are needed within the city	SA	A	N	D	SD	?
The Snowbowl for winter activities is important to the Flagstaff region	SA	A	N	D	SD	?
Open space for recreation should be increased	SA	A	N	D	SD	?
City recreation fees are affordable	SA	A	N	D	SD	?

If you were to distribute $100 for the Flagstaff region, where would you invest your money?

Remember not to spend more than $100. Use whole dollar amounts.

	$ Spent
Environmental and open space conservation	( )
Economic development	( )
Recreation	( )
Public transportation	( )
Housing	( )
Arts and culture	( )
Alternative energy sources	( )
Law enforcement	( )
Fire protection	( )
Education	( )
Public Health	( )
Road maintenance & development	( )
Other, specify: _____	( )
Total	**$100**

Lastly, we would like to ask you a few questions to ensure that our survey accurately represents the Flagstaff region.

Please give your year of birth: 19 _ _ Are you? ❑ Female ❑ Male

Which category below represents your education level? *Please check (✔) just one.*

- ❑ No high school
- ❑ Some high school
- ❑ High school degree
- ❑ Some college
- ❑ College degree
- ❑ Some graduate study
- ❑ Masters
- ❑ Beyond Masters
- ❑ Ph.D. or Ed.D.
- ❑ Law degree
- ❑ Medical degree

How many years have you lived in the Flagstaff area? _____Years

How many people reside in your household? Adults _____ Children _____ *(Under18)*

Which of the categories below best describes your annual household income before taxes for the previous year (2009)? *Please check (✔) just one.*

- ❑ Less than $10,000
- ❑ $10,000 to $14,999
- ❑ $15,000 to $24,999
- ❑ $25,000 to $34,999
- ❑ $35,000 to $49,999
- ❑ $50,000 to $74,999
- ❑ $75,000 to $99,999
- ❑ $100,000 to $149,999
- ❑ $150,000 to $199,999
- ❑ $200,000 or more
- ❑ Prefer not to respond

Are you currently: *Please check (✔)as many as apply.*

- ❑ Married
- ❑ Single
- ❑ Divorced
- ❑ With a Domestic Partner
- ❑ Widowed
- ❑ Separated

Please describe your race or ethnicity? (e.g. African American, Latino, etc.)

_____

What is your current occupation? _____

Do you own a home in the Flagstaff area? *Circle one* Yes No

Do you live in the Flagstaff area year round? *Circle one* Yes No

In what type of residence do you live? *Please check (✔) just one.*

- ❑ Apartment
- ❑ Condominium
- ❑ Townhouse
- ❑ Single Family House
- ❑ Mobile home
- ❑ Dormitory
- ❑ Other, please specify:_____

Please use this space and the following page for any further comments. Thank you again for your help.

A summary of the results of this survey will be published on the city website (http://www.flagstaff.az.gov/index.aspx?NID=1343) but if you wish a summary sent to you, please give us an address below where we may send the results.

Address to send results:

Thank you for completing the survey!

When finished, please fold along this line and return in the envelope provided